

EXHIBIT A – STICKNEY

A-1. Stickney Services

The Center shall provide answering all non-emergency telephone calls during hours when the Member Municipality's offices are closed to the public. This precludes emergency (Storm or flood) events. When the Center may require the Municipality to answer these calls.

A-2. Stickney Equipment

Stickney shall be responsible for procuring and maintaining, at its own cost, its mobile and portable radio equipment for use by its personnel using the system, if the CERCCC ETSB is unable to.

A-3. Stickney Renewal of Agreement

The parties shall meet in the year prior to the last year of the contract (2029) extending or renewing the dispatching contract.

A-3. Stickney Dispatch Fee

For the period of May 1, 2024, through April 30, 2025, the annual dispatch fee payable by Stickney shall be \$343,489.00 per annum with payment scheduled according to the provisions of paragraph 10 hereof.

For the period of May 1, 2025, through April 30, 2026, the annual fee payable by Stickney shall be \$358,259.00 per annum with payment scheduled according to the provisions of paragraph 10 hereof.

For the period of May 1, 2026, through April 30, 2027, the annual dispatch fee payable by Stickney shall be \$373,664.00 per annum with payment scheduled according to the provisions of paragraph 10 hereof.

For the period of May 1, 2027, through April 30, 2028, the annual dispatch fee payable by Stickney shall be \$389,731.00 per annum with payment scheduled according to the provisions of paragraph 10 hereof.

For the period of May 1, 2028, through April 30, 2029, the annual dispatch fee payable by Stickney shall be \$406,528.00 per annum with payment scheduled according to the provisions of paragraph 10 hereof.

INTERGOVERNMENTAL AGREEMENT RE 911 DISPATCH SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made this _____ day of _____, 2024 (the "Execution Date"), by and between the **TOWN OF CICERO**, Cook County, Illinois (herein referred to as "Cicero"), and the Member Municipalities.

WITNESSETH:

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and 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 ordinance; and

WHEREAS, under said Constitutional provision, participating units of local government may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1, et seq.) authorizes units of local government to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, for the purposes of this Agreement, the term "Member Municipalities" shall mean the governmental entities identified on the signature page of this agreement; and

WHEREAS, Cicero and the Member Municipalities are Illinois units of local government;
and

WHEREAS, Cicero and the Member Municipalities currently provide public safety dispatching and other customer service support for their respective departments; and

WHEREAS, Cicero and the Member Municipalities have determined that it would be in their best interests for Cicero to provide public safety dispatch services for the Cicero Fire and Police Departments and for the police and fire departments of the Member Municipalities through a single dispatch center, namely the Cicero Consolidated Dispatch (the "Center"), to create financial and operational efficiencies and work collaboratively in the Cook region;

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, it is agreed by and among the Member Municipalities as follows:

1. **Recitals Incorporated.** The foregoing recitals shall be and are hereby adopted as findings of fact as if said recitals were fully set forth within this Paragraph 1.
2. **Effective Date.** This Agreement shall become effective on the date first written above and shall remain in effect unless terminated in accordance with the provisions of this Agreement.
3. **Cicero Public Safety Dispatching Services.** Cicero through the Cicero Fire Department located at 5303 West 25th Street, Cicero, Illinois 60804, shall perform the following services in order to provide public safety dispatch services on a 24-hour basis seven (7) days a week, as set forth below:
 - A. Accept and answer all Cicero and the Member Municipalities 9-1-1 calls in order

to dispatch emergency response personnel;

B. Monitor traffic on police and fire radio frequencies;

C. Have access to all recordings of all such communications;

D. Relay information received by such means to personnel of the appropriate Member Municipalities by means of voice, computer-aided dispatch (CAD) and mobile data communications;

E. Monitor communications from and between a Member Municipality's respective on-duty personnel and relay messages as necessary;

F. Accurately input and update calls for service, responder's statuses and other related information into the CAD system;

G. Have access to all key holder information (hereinafter the "Confidentials"), cautions, medical alerts, etc (hereinafter "Special Contacts"). Each Member Municipality shall be responsible for providing The Center with all of the Confidentials and Special Contacts and shall be responsible for providing any and all updated information or new information regarding same to the Center;

H. Activate and test monthly the emergency weather notification system. The Member Municipalities shall be solely responsible for all maintenance and equipment costs of its emergency weather notification system.

I. Provide timely recordings or copies of CAD, radio, and telephone transmissions, LEADS audits or other documents when requested either by the Member Municipality, subpoena or FOIA, provided that all requests and required forms are promptly submitted to the Cicero Consolidated Dispatch. The Cicero Emergency Response Center

of Cook County (CERCCC) Emergency Telephone System Board (hereinafter "ETSB") shall continue to be responsible for maintaining all recording equipment.

J. Operate the Law Enforcement Agency Data System (hereinafter "LEADS") including but not limited to entering all names, dates of birth, licenses, criminal histories, warrants, missing persons and lost or stolen property or mutually agreed upon entries. The Center's LEADS Agency Coordinator shall be responsible for all validations and to assist with audits for all Member Municipalities, and the Member Municipalities shall use their best efforts to cooperate with The Center.

K. The Member Municipalities agree during the term of this Agreement to continue operating under the mutually agreed upon radio system. No Member Municipality shall change its radio frequencies, except (i) by mutual consent of the Member Municipalities and The Center and (ii) subject to the consent of the ETSB. All radio system airtime costs will be the responsibility of each Member Municipality if applicable and are not included in the Annual Service Fee unless mutually agreed upon.

L. In fulfilling the dispatching requirements of this Agreement, The Center shall comply with all State and federal laws, rules, regulations, certifications, and accreditation standards. The Center shall make reasonable attempts to comply with other applicable guidelines (e.g. ILEAS, APCO, NFPA1221, and other relevant emergency services communications guidelines).

M. Each Member Municipality shall have equal administrative access to information contained in the shared computer system pertaining to its community, and each Member Municipality shall have the right to change records data on said shared

computer system pertaining to its community.

N. Dispatch procedures and priorities shall follow the existing Center policies. These procedures may be amended from time to time by mutual agreement of the Member Municipalities.

O. The Center shall disseminate a monthly report to Member Municipalities with key performance information, including previous month call volumes and other formula metrics for the Member Municipalities, staffing structure, technical updates, etc.

4. Equipment and Information.

A. The Center shall be responsible for acquiring all equipment necessary to provide the dispatching services. Cicero shall own and or use ETSB equipment and operate all such equipment. Cicero shall maintain an emergency generator capable of supplying backup electrical power as well as automatic audio-recording equipment for the receipt and recordation of all radio and telephonic communications. Cicero shall be responsible for maintaining its equipment in a reasonable manner.

B. All future upgrades to the dispatching equipment and software applications shall be the responsibility of Cicero and or the ETSB; provided, however, to the extent that a future upgrade would necessitate funding to be provided by the Member Municipalities in addition to the Service Fee, the future upgrade will only be implemented with the mutual consent of the Member Municipalities and Cicero.

C. At each location within the Member Municipalities served by The Center, The Member Municipality shall maintain, at its cost and expense, necessary communication and networking equipment, all of which must be approved by Cicero, and which said

approval shall not be unreasonably withheld. In addition, The Member Municipality will maintain at its cost and expense, at The Center, necessary communication and networking equipment which are the property of the Municipality. Said equipment will be promptly returned to the Municipality upon the expiration of this Agreement.

D. The Member Municipality will maintain at its cost and expense all telephone lines needed for The Center to effectively handle all communications in and out of each location within the Municipality. Any and all costs incurred to install and purchase equipment on the premises or facilities owned or used by or for the implementation and operation of a dispatch will be the responsibility of the Municipality. Any and all costs incurred to connect the Municipality to The Center using circuits and or microwave will be the responsibility of the Municipality unless otherwise agreed upon or provided by the ETSB.

E. Any and all audio recordings will be kept and stored by Cicero for a period of thirty (30) days, or any other period required by law, and will be made available to Member Municipalities as requested. In the event that a Member Municipality desires to keep or otherwise preserve any particular audio recording for longer than thirty (30) days, it will so notify Cicero within thirty (30) days of the recorded event.

F. Cicero will provide and maintain CAD System licenses that are licensed to Cicero by Computer Information Systems ("CIS") for the Member Municipality's use. The Municipality will be responsible for securing, at its own expense, via a licensing agreement with CIS, Mobile Data Terminal and Police Records Management software throughout the duration of this Agreement.

G. CERCC is responsible for maintaining and repairing all of its equipment as well as the cost or expense thereof.

H. Upon execution of this Agreement, the Member Municipality shall provide Cicero with a map listing streets and properties located thereon and shall provide Cicero with regular updates to said map regarding streets and properties located thereon as those updates occur. The Member Municipality shall also provide Cicero with its GIS files and 911 Master Street Address Guide for mapping purposes when requested by Cicero.

I. Cicero will use its best efforts to provide emergency response communications and dispatching services to the inhabitants of the Member Municipality, as well as emergency response personnel and equipment, but Cicero will not be responsible for failure to provide emergency response personnel and equipment due to damage to the

CERCC's emergency response communications and dispatch center, system and/or equipment caused by acts of sabotage, vandalism, natural disaster or acts of God.

5. **Personnel.** Cicero shall retain exclusive authority over the public safety dispatch services provided under this Agreement, including personnel. Cicero shall be solely responsible for employment and training of telecommunicators. Cicero shall have sole discretion in determining the number of telecommunicators to be employed at any given time in order to properly provide dispatching services. All telecommunicators shall be employees of the Town of Cicero.

It is understood that Cicero may hire additional telecommunicators as a result of this Agreement. At all times that this Agreement remains in effect, Cicero shall maintain an adequate number of dispatch personnel. Cicero telecommunicators shall utilize The Center's normal standards, procedures and information as necessary for the performance of their duties as telecommunicators.

6. **Advisory Police and Fire Liaison Committees.** There is hereby established an Advisory Police and Fire Liaison Committees ("Liaison Committee") for the purpose of reviewing and recommending modifications or improvements to the dispatch services provided by Cicero under this Agreement. The Liaison Committees shall consist of representatives from the Member Municipalities and Cicero. The Member Municipalities and Cicero shall each have one representative ("Liaison Officer") on this Committee. The Liaison Officer shall be the Police/Fire Chief or his/her designee.

The Liaison Committee shall have the following duties and responsibilities with respect to the dispatch services provided under this Agreement:

- A. To meet as needed to review dispatch services being provided by The Center;
- B. To recommend procedures for the operation and maintenance of the dispatch services, as well as equipment replacement or other capital expenditures to enhance the dispatch services being provided; and
- C. To provide a forum to address concerns with respect to the operation of the dispatch services, and the implementation of this Agreement.

7. **Complaint Resolution.** The Member Municipality's police/fire supervisor shall contact the on-duty Center Supervisor to discuss an immediate issue or request concerning a telecommunicator or dispatch situation. If the Center's Supervisor is not on duty, and there is an emergency/exigent need, a Center Supervisor will be contacted to address the issue. If there is a citizen, officer, or department complaint on a telecommunicator's performance in responding to a call for a Member Municipality, the complaint will be handled by the Center's Director or her/his designee in writing, if appropriate.

The final disposition of any complaint received and reviewed by the supervisor will be forwarded to the appropriate Member Municipality's Liaison Officer.

It is expected that the majority of interaction and communications between the police and fire departments will begin at the supervisor level and then proceed up the chain of command.

Complaints or concerns from The Center's personnel involving a Member Municipality's employee's actions or performance will be directed to the Center's Supervisor and forwarded to the appropriate Member Municipality Supervisor for follow-up. The final disposition of any complaint/concern received and reviewed by the Member Municipality's Supervisor will be

forwarded to the Center's Supervisor.

8. **Annual Service Fees.** Dispatch services shall be provided to a Member Municipality by Cicero for and in consideration of payment of the Annual Service Fee in the amount set forth in the attached Member Municipality Exhibits, as now existing or hereafter amended. The Annual Service Fee shall be utilized in such manner as may be determined by Cicero to be necessary for the efficient provision of police dispatch services, which may include:

- Salaries
- Sick, holiday and vacation pay
- Overtime
- Medical insurance
- Life insurance
- Payroll taxes
- Retirement plan contributions
- Liability insurance
- Worker's compensation
- Unemployment compensation
- Uniforms
- Office supplies
- Dues and subscriptions
- Training and education
- Telecommunications
- Postage
- Office equipment
- Computer equipment/amortization
- Equipment repair and maintenance
- Recruitment costs
- Overhead allocation
- Equipment Replacement
- Information Services

Technology

9. **Annual Reports.** After January 1 of each calendar year, Cicero will prepare an annual report with a summary of each member's prior year's statistical data.
10. **Timely Payment of Costs.** The Member Municipalities recognize and agree that the timely payment of the Annual Service Fee associated with the dispatch Center is critical to the provision of dispatch services under this Agreement.
 - A. Each Member Municipality shall pay one-half of its Annual Service Fee on or before June 30 of each year and one half of its Annual Service Fee on or before December 31 of each year. Late payments shall bear interest at the rate of one percent (1%) per month or the maximum allowed by law, whichever is less.
 - B. A Member Municipality may, for good cause, make a payment to Cicero under protest. In such event, Cicero and the Member Municipality shall engage in good faith discussions to resolve the dispute for a period of thirty (30) days (the "Protest Resolution Period") after the payment under protest has been made. If only a portion of the payment is subject to protest, the discussions during the Protest Resolution Period shall be limited to the particular portion of the payment in dispute. If no agreement is reached at the conclusion of the Protest Resolution Period, either Cicero or the Member Municipality may thereafter pursue any available legal remedies, whether in law or in equity, to determine the validity of the Member Municipality's payment under protest claim.
 - C. In the event that a Member Municipality fails to either (i) make timely payment of its Annual Service Fee or (ii) make timely payment of its Annual Service Fee under protest,

Cicero may initiate collection proceedings to recover the payment. If collection proceedings are instituted, the Member Municipality shall also be liable for Cicero's reasonable attorneys' fees and costs incurred with respect to collection of the delinquent payments.

D. All payments shall be made to the Town of Cicero which will deposit the payments received into its General Fund under a separate revenue line item entitled "Dispatch Center Fees."

11. **Dispatch Services Disruption or Failure.** If dispatch services are disrupted or fail for any reason, The Center shall notify the Member Municipality of such disruption as soon as practical and shall inform it of the nature of the disruption or failure, if known, as well as the expected length of time before dispatching services are restored. The Center also shall notify the Member Municipality as soon as dispatching services are restored. Except as provided in Paragraph 16, the Member Municipality hereby waives and releases any and all claims or causes of action against Cicero for costs, fees, claims or expenses incurred by the Member Municipality that arise out of or relate in any way to any such disruption or failure of dispatching services. In coordination with ETSB, the Member Municipalities and Cicero commit to use their best efforts to develop a contingency plan for complete loss (including backup) of police dispatching capabilities using alternative temporary means (e.g. portable radios, cellular phones, or other means).

13. **No Obligation to Respond.** Nothing in this Agreement is intended, and shall not be construed, to require Cicero to respond to calls or provide law enforcement services for events that occur outside of Cicero. Notwithstanding the foregoing, Cicero will render

assistance in accordance with State statutes and all other mutual aid agreements currently in place. Nothing in this Agreement is intended, and shall not be construed, to require the Member Municipality to respond to calls or provide law enforcement services for events that occur in Cicero. Notwithstanding the foregoing, each Member Municipality will render assistance in accordance with State statutes and all other mutual aid agreements currently in place.

14. **Term.** Subject to early termination under Paragraph 15, the Term of this Agreement shall be five (5) years from the execution date. The Agreement may be renewed by mutual written agreement by and between Cicero and the Member Municipality.

15. **Termination.** Any Member Municipality may terminate its membership by providing at least three hundred sixty-five (365) days written notice to Cicero. Additionally, Cicero may terminate the membership of a Member Municipality upon that Member Municipality's failure to make the required payments pursuant to Paragraph 10 of this Agreement within sixty (60) days after written notice to the Member Municipality of the overdue amount, and Cicero may terminate the membership of a Membership Municipality upon default of this Agreement by the Member Municipality after notice is provided with a time to cure as set forth in Paragraph 24 hereof.

16. **Hold Harmless and Indemnification.** Notwithstanding any other provision of this Agreement, each Member Municipality shall, and agrees to, indemnify Cicero and its elected and appointed officials, attorneys, employees, and hold them harmless from any claim, injury, or loss, no matter how sustained allegedly, arising out of or related in any way to the provision of public safety services by that Member Municipality, or the use of, the misuse of, police

dispatch information provided pursuant to this Agreement.

Notwithstanding any other provision of this Agreement, except for disruption or failure of dispatching services (Paragraph 12), Cicero shall, and agrees to, indemnify each Member Municipality and its elected and appointed officials, attorneys, employees and agents, and hold them harmless from any claim, injury, or loss, no matter how sustained, allegedly arising out of or related in any way to the providing of police dispatching services as set forth in this Agreement.

18. **Maintenance of Radio System.** Cicero agrees to maintain the base radio system at Cicero as it exists at the execution of this Agreement, and to make improvements to said base station system as approved by Cicero and the Member Municipalities and/or as required by the rules and regulations of the CERCCC ETSB and/or the Federal Communications Commission (FCC).

19. **Notices.** All notices desired or required to be given hereunder shall be given in writing at the address set forth in Exhibit C, as now existing or hereafter amended, by any of the following means: (i) personal service; (ii) overnight courier; or (iii) registered or certified first class mail, postage prepaid, return receipt requested. The Member Municipalities, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents, or other communications shall be sent. Any notice, demand, or request sent pursuant to clause (i) shall be deemed received upon such personal service. Any notice, demand or request sent pursuant to clause (ii) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (iii) shall be deemed received forty eight (48) hours following

deposit in the mail.

20. **New Members.** A New Member may be required to make a separate payment at the time of entering into this Agreement in order to compensate for the prior investment by other Member Municipalities and Cicero in equipment, other capital expenditures, and administrative staff time, etc.

21. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Illinois, and venue shall lie in the Circuit Court of the 4th Judicial Circuit, County of Cook.

23. **Severability.** If any part of this Agreement shall be held invalid for any reason, the remainder of this agreement shall remain valid to the maximum extent possible.

24. **Default.** In the event of a default by Cicero or a Member Municipality of any term, provision or obligation of this Agreement, the non-defaulting municipality shall serve written notice of the default, specifying the nature thereof, to the defaulting municipality. The defaulting municipality shall have thirty (30) days after its receipt of such notice to cure said default, or it shall be in breach of this Agreement.

25. **Definitions.** As used in this Agreement, the following terms shall have the meaning hereinafter ascribed to them.

- A. "Key Holder" shall mean an upper level employee who possesses a key to a business, school, etc. that the police or alarm company will call to unlock the building after an alarm, or for a premise check.
- B. "Special Contacts" shall mean persons with special needs (medical issues, cautions, etc.) that first responders need to be aware of if responding to the residence, or arranging

evacuations, etc.

- C. "LEADS" is an acronym for Law Enforcement Agencies Data System, a database of stolen, missing and/or wanted people and articles commonly used by police.
- D. "ILEAS" is an acronym for the Illinois Law Enforcement Alarm System, an Illinois mutual aid organization aid organization for police.
- E. "APCO" is an acronym for Association of Public-Safety Communications Officials, an organization committed to providing complete public safety communications, expertise, professional development, technical assistance, advocacy, and outreach to benefit members and the public.

26. **No Power to Bind.** By entering into this Agreement, neither Cicero nor a Member Municipality shall have the right to bind or obligate the other municipality, by contract or otherwise, except as may be expressly set forth in this Agreement.

IN WITNESS WHEREOF, Cicero and the Member Municipality hereto have executed this Agreement on the date herein above written.

TOWN OF CICERO

ATTEST:

VILLAGE OF STICKNEY

ATTEST:
