

**VILLAGE OF FOREST VIEW**

**COOK COUNTY, ILLINOIS**

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**ORDINANCE NO. 19-03**

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF HILLSIDE, COOK COUNTY, ILLINOIS AND THE  
VILLAGE OF FOREST VIEW, COOK COUNTY, ILLINOIS FOR 9-1-1 EMERGENCY  
COMMUNICATIONS BACK-UP AND OVERFLOW**

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**PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD  
OF TRUSTEES OF THE  
VILLAGE OF FOREST VIEW,  
COOK COUNTY, ILLINOIS, this  
22nd day of January, 2019**

**Published in pamphlet form  
by authority of the President  
and Board of Trustees of the  
Village of Forest View, Cook  
County, Illinois, this 22nd  
day of January, 2019.**

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**WHEREAS**, the Village of Hillside, Cook County, Illinois (the “*Village*”) is a home-rule municipality created in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and,

**WHEREAS**, the Village of Forest View, Cook County, Illinois, (“*Forest View*”) an Illinois municipal corporation and home-rule municipality created in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, has requested that the Village provide it with back-up 9-1-1 emergency telephone dispatching services for police, fire, and emergency medical services (“*9-1-1 Services*”); and,

**WHEREAS**, the Village operates a state of the art dispatching center providing for the dispatching of Emergency Services through its Dispatch and Communications Division (the “*Dispatch Center*”); and,

**WHEREAS**, the Constitution of the State of Illinois of 1970, Article VII, Section 10, 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,

**WHEREAS**, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, the City and Westchester are authorized to enter into an agreement for the joint performance of any powers, privileges, functions or authority which may be exercised by a public agency of the State of Illinois; and,

**WHEREAS**, the Village has determined that the Dispatch Center is capable of providing Forest View with the requested services and believes it to be in the best interests of its citizens and taxpayers to provide such services in order to create both financial and operational efficiencies in accordance with the terms and conditions of an intergovernmental agreement between the Village and Forest View.

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FOREST VIEW, COOK COUNTY, ILLINOIS IN THE EXERCISE OF THE VILLAGE'S HOME RULE POWERS, as follows:**

**SECTION 1.** That the Intergovernmental Agreement between the Village of Hillside, Cook County, Illinois and the Village of Forest View, Cook County, Illinois Providing for 9-1-1 Emergency Communications Back-up and Overflow, attached hereto and made a part hereof, is hereby approved and the Village President and Village Clerk are hereby authorized to execute and deliver said Agreement on behalf of the Village and to undertake any and all actions as may be necessary to implement its terms.

**SECTION 2.** That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE FOLLOWING ROLL CALL VOTE this 22nd day of January, 2019.

AYES: Trustees Grossi, Figueroa, Hubacek, Miller, Stimach

NAYS: None

ABSENT: Trustee Kirchgatterer

APPROVED this 22nd day of January, 2019.

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Lawrence Powell

Village President

ATTEST:

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Joy M. Conklin

Village Clerk

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF  
HILLSIDE, COOK COUNTY, ILLINOIS AND THE VILLAGE OF FOREST VIEW,  
COOK COUNTY, ILLINOIS FOR 9-1-1 EMERGENCY COMMUNICATIONS  
BACK-UP AND OVERFLOW**

**THIS INTERGOVERNMENTAL AGREEMENT** (the “*Agreement*”) is made and entered into as of the 22nd day of January, 2019 by and between the Village of Hillside, Cook County, Illinois (“*Hillside*”), a municipal corporation of the State of Illinois, and the Village of Forest View, Cook County, Illinois (“*Forest View*”), a municipal corporation of the State of Illinois (collectively “*Parties*”).

**WITNESSETH:**

**WHEREAS**, the Constitution of the State of Illinois of 1970, Article VII, Section 10, 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

**WHEREAS**, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, Hillside and Forest View are authorized to enter into an agreement for the joint performance of any powers, privileges, functions or authority which may be exercised by a public agency of the State of Illinois; and

**WHEREAS**, Hillside and Forest View each operate a public safety answering point (“*PSAP*”) authorized by the Illinois Commerce Commission (“*ICC*”) for the provision of 9-1-1 emergency telephone services (“*9-1-1 Services*”) in their respective jurisdictions; and,

**WHEREAS**, standards promulgated by the ICC require emergency telephone systems to maintain a back-up PSAP; and,

**WHEREAS**, Forest View has requested that Hillside, through its PSAP, provide back-up 9-1-1 Services in the event that Forest View's PSAP becomes disabled or otherwise unable to handle incoming 9-1-1 calls; and,

**WHEREAS**, Hillside is currently engaged in the process of consolidating with other entities as required by Section 15.4a of the Emergency Telephone System Act, 50 ILCS 750/1 *et seq.*, in order to form a Joint Emergency Telephone System Board, as defined therein (the "*Hillside Proposed Consolidation*"); and,

**WHEREAS**, Forest View is currently engaged in the process of consolidating with other entities as required by Section 15.4a of the Emergency Telephone System Act, 50 ILCS 750/1 *et seq.*, in order to form a Joint Emergency Telephone System Board, as defined therein (the "*Forest View Proposed Consolidation*"); and,

**WHEREAS**, the parties agree that upon completion of the Hillside Proposed Consolidation this Agreement shall terminate unless ratified by the Joint Emergency Telephone System Board in which Hillside becomes a member and that upon completion of the Forest View Proposed Consolidation this Agreement shall terminate.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants hereafter set forth, the Parties agree as follows:

**SECTION 1. INCORPORATION OF RECITALS.** The foregoing preambles are hereby incorporated into this Agreement, as if fully restated in this Section 1.

**SECTION 2. PROVISION OF BACK-UP 9-1-1 SERVICES.** Upon Forest View's PSAP becoming disabled or unable to provide the 9-1-1 Services, including by reason of all lines being busy, all incoming 9-1-1 calls shall be routed to Hillside's PSAP, subject to said PSAP

being available and operable, by a method of direct transfer. Immediately upon its restoration, all incoming 9-1-1 calls shall be routed back to Forest View's PSAP.

**SECTION 3. DOWNTIME NOTIFICATION.** Prior to transfer of 9-1-1 calls, the Forest View PSAP shall inform the Hillside PSAP, to which incoming 9-1-1 calls will be routed, of the situation and the estimated downtime for the Forest View PSAP. This obligation shall not apply in the case of incoming 9-1-1 calls being rerouted as a result of all lines being busy.

**SECTION 4. PERSONNEL ASSISTANCE.** In the event of an extended or prolonged outage, and upon request of Hillside PSAP personnel, members of the Forest View PSAP shall be sent to assist the Hillside PSAP in providing back-up 9-1-1 Services.

**SECTION 5. EXCLUSIVE AUTHORITY.** Each party shall retain exclusive authority over its respective PSAP, including as it relates to personnel, and all actions of a PSAP's personnel shall be considered the acts of employees of that party alone. The parties agree that its respective employees shall be trained, certified and/or receive additional periodic training, on an as-needed basis, relating to the provision of services by the applicable PSAP in accordance with all applicable laws and regulations and their respective training and protocol policies and procedures.

**SECTION 6. OPERATIONAL PROCEDURES.** Each PSAP shall be operated in conformance with all applicable laws and regulations. The provision of back-up 9-1-1 Services by the Hillside PSAP shall be made in accordance with the policies and procedures of the Hillside PSAP and certain operational guidelines developed between the parties.

**SECTION 7. RELATIONSHIP OF PARTIES; LIMITATION OF SERVICES.** Nothing in this Agreement is intended nor shall be construed in any manner to create an agency relationship between the parties or as altering or changing the jurisdiction of either party or

requiring either party to provide police, fire, or emergency medical services on behalf of the other party, including dispatch services. In accordance with the operational guidelines agreed to between the parties, the back-up 9-1-1 Services provided by the Hillside PSAP under this Agreement shall be limited to the receiving of 9-1-1 calls forwarded from the Forest View PSAP to the Hillside PSAP and then forwarding the emergency information received via telephone to designated Forest View personnel for its dispatch of emergency personnel. Notwithstanding the foregoing, the parties will continue to render assistance in accordance with State statutes and any other mutual aid agreements currently in place.

**SECTION 8. EXPENSES.** Forest View shall be responsible for reimbursing Hillside for any costs incurred by Hillside's PSAP in the provision of back-up 9-1-1 Services to Forest View, such costs shall include, but not be limited to, personnel costs, including overtime payments, and any costs incurred to configure or otherwise prepare the Hillside PSAP to provide the services provided for herein.

**SECTION 9. INSURANCE.** Forest View shall maintain general liability insurance, personal injury and property damage insurance naming the Hillside as an additional insured in the amount such party generally maintains for itself in the ordinary course of business.

**SECTION 10. INDEMNIFICATION.** Forest View agrees to defend, indemnify and hold harmless Hillside and its elected and appointed officials, officers, employees and agents (whether sued in their official or individual capacity) from any loss, liability, damage (whether direct or consequential), claims, penalties, fines, injunctions, suits, proceedings, disbursements or expenses, including, without limitation, attorneys' fees and court costs, no matter how sustained, arising out of or in any way relating to this Agreement or Hillside's provision of services hereunder, provided, however, that the foregoing indemnification obligations shall not extend to



any liabilities or related expenses arising out of or attributable to the negligence of Hillside. The obligations of this section shall survive termination of this Agreement.

**SECTION 11. TERM.** This Agreement shall continue in full force and effect until terminated by either party upon 90-days advance written notice. The parties agree that upon completion of the Hillside Proposed Consolidation, this Agreement shall terminate and all obligations hereunder shall be deemed null and void, unless the Joint Emergency Telephone System Board in which Hillside becomes a member delivers written notice of its intent to continue under this Agreement prior to or within 90 days of approval of consolidation by the State of Illinois's Office of the Statewide 9-1-1 Administrator or other applicable department. The parties further agree that upon completion of the Forest View Proposed Consolidation, this Agreement shall terminate and all obligations hereunder shall be deemed null and void.

**SECTION 12. NOTICES.** All notices required or permitted hereunder, with the exception of the downtime notification required by Section 3, shall be in writing and may be given by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt.

**If to Hillside:** Russell F. Wajda, Village Administrator  
425 Hillside Avenue  
Hillside, IL 60162  
Facsimile Number: \_\_\_\_\_

With a copy to: Kathleen Field Orr  
Kathleen Field Orr & Associates  
53 West Jackson Blvd., Suite 964  
Chicago, IL 60604  
Facsimile Number: \_\_\_\_\_

**If to Forest View:** Mark C. Masciola, Village Administrator  
7000 W 46<sup>th</sup> Street  
Forest View, IL 60402  
Facsimile Number: (708) 788-8266

With a copy to: John B. Murphey, Village Attorney  
Rosenthal, Murphey, Coblenz & Donahue Law Offices  
30 North LaSalle Street, Suite 1624  
Chicago, IL 60602  
Facsimile Number: (312) 541-9191

Or any such other person, counsel or address as any party hereto shall specify pursuant to this Section from time to time.

**SECTION 13. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

**SECTION 14. 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.

**SECTION 15. GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Illinois without giving consideration to the principals of conflict of laws.

**SECTION 16. HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

**SECTION 17. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. Except as stated herein, this Agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Hillside, Illinois.

Village of Hillside, Illinois, a municipal corporation

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

ATTEST:

\_\_\_\_\_

Village of Forest View, Illinois, a municipal corporation

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

Lawrence Powell  
Village President

ATTEST:

\_\_\_\_\_

Joy M. Conklin  
Village Clerk