



Bolingbrook

POLICE DEPARTMENT

Roger C. Clair
Mayor

LETTER OF INTENT

March 21, 2010

Mr. Paul R. Stoffels
Area Manager 9-1-1 Operations – IL/IN
AT&T Global Services
9-1-1 Public safety
4918 W. 95th St. Flr 2
Oak Lawn, Illinois 60453

Dear Mr. Stoffels,

This letter is to confirm our intent to request the Illinois Commerce Commission to modify the final plan for our Enhanced 9-1-1 System. The request asks for approval to dismiss Bolingbrook's 9-1-1 authority and allow for Bolingbrook to operate as a Joint Emergency Telephone System as a member of the Will County 9-1-1 Emergency Telephone System. The selective routing feature for the enhanced 9-1-1 system will continue to be provided by AT&T as the local exchange carrier.

Enclosed is your copy of our application to the Illinois Commerce Commission for approval of the modification to our 9-1-1 service.

Thank you for your attention to this matter,

Sincerely,

Joseph B. Morelli, Chairman
9-1-1 Emergency Telephone System Board
Village of Bolingbrook



375 W. Briarcliff
Bolingbrook, IL 60440
(630) 226-8800

KEVIN McCARTHY

Chief of Police



Bolingbrook

a place to grow

Roger C. Claar
Mayor

STATE OF ILLINOIS)
COUNTIES OF WILL) SS VILLAGE OF BOLINGBROOK
AND DUPAGE)

Carol S. Penning
Village Clerk

I, Carol S. Penning, DO HEREBY CERTIFY that I am the duly qualified Village Clerk of the Village of Bolingbrook, in the Counties and State aforesaid, and as such Clerk, I am the keeper of the records and files of the Mayor and Board of Trustees of said Village.

Leroy J. Brown
Deputy Mayor
& Village Trustee

I DO FURTHER CERTIFY that the foregoing is a full, true and complete copy of Ordinance 10-015 entitled:

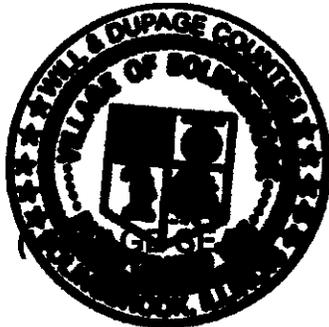
Village Trustees
Michael T. Lawler
Ricardo Morales
Joseph B. Morelli
Patricia E. Schanks
Sandra S. Swinkunas

SUSPENDING THE OPERATIONS OF THE VILLAGE OF BOLINGBROOK EMERGENCY TELEPHONE SYSTEM BOARD

passed by the Mayor and Board of Trustees of the Village of Bolingbrook, Will and DuPage Counties, Illinois, at a meeting held on March 23, 2010, as it appears from the official records of said Village in my care and custody.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the corporate seal of said Village of Bolingbrook, Illinois, this 26th day of March, 2010.

James S. Boan
Village Attorney



Carol S. Penning
CAROL S. PENNING, OMC
VILLAGE CLERK



375 W. Briarcliff Road
Bolingbrook, Illinois
60440-0951

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PUBLISHED IN PAMPHLET FORM FOR THE FOLLOWING:

ORDINANCE 10-015

TITLED:

SUSPENDING THE OPERATIONS OF THE VILLAGE OF
BOLINGBROOK EMERGENCY TELEPHONE SYSTEM BOARD

VILLAGE CLERK
VILLAGE OF BOLINGBROOK

ORDINANCE NO 10-015

AN ORDINANCE SUSPENDING THE OPERATIONS OF THE VILLAGE OF BOLINGBROOK EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS, the Village of Bolingbrook has previously established and Emergency Telephone System Board (hereinafter referred to as "Bolingbrook ETSB"); and

WHEREAS, on March 23, 2010, the Board of Trustees of the Village of Bolingbrook approved and adopted an Intergovernmental Cooperation Agreement (hereinafter referred to as ICA); which ICA joined Bolingbrook into centralized dispatched and communication system known as "Will County 9-1-1 Emergency Telephone System Board (hereinafter referred to as Will County 9-1-1) for the purpose of providing facilities, equipment, personnel, software, data processing and all other services necessary or incidental to the provisions of emergency and/or municipal dispatch and communication services to its members. The initial members were formed as a joint emergency Telephone System Board pursuant to Illinois Commerce Commission, docket no. 92-0122 effective August 8, 1992. The initial members of the Will County 9-1-1 Emergency Telephone System Board are attached hereinafter referred to as Exhibit "A"; and

WHEREAS, the current members of Will County 9-1-1 are set forth on Exhibit "B" which is attached hereto and made a part hereof; and

WHEREAS, the ICA establishes Will County 9-1-1 as a Joint Emergency Telephone System Board in conformity with Section 15.4 of the Illinois Emergency Telephone Act, 50 ILCS 750/1 et. Seq. as Will County 9-1-1 and outlines and defines the duties and powers of the Board in compliance with the Illinois Emergency Telephone Act and the Wireless Emergency Telephone Safety Act; and

WHEREAS, upon the Village of Bolingbrook joining as a member of Will County 9-1-1 and becoming operational and providing enhanced emergency fire and police dispatching services to its members, the ICA provides that all surcharge funds received pursuant to Section 15.3 of the Emergency Telephone System Act and pursuant to Section 751/17 of the Wireless Emergency Telephone Safety Act shall be transferred to the Will County 9-1-1 ETSB; and

WHEREAS, upon the Village of Bolingbrook joining Will County 9-1-1 and becoming operational and providing enhanced emergency fire and police dispatching services to its members, and upon the approval of the Illinois Commerce Commission ("ICC") as evidenced by and order of the ICC, the Illinois Emergency Telephone Act and the Wireless Emergency Telephone Safety Act provides the future 9-1-1 surcharge funds collected thereafter in compliance with the Village of Bolingbrook approved surcharge referendum shall be deposited with the Will County 9-1-1 ETSB; and

WHEREAS, upon the Village of Bolingbrook and the Will County 9-1-1 ETSB becoming jointly operational and providing enhanced emergency fire and police dispatching to its members and upon approval of the Illinois Commerce Commission ("ICC") as evidenced by an order of the ICC, the ICA provides that the Village of Bolingbrook shall suspended the operation of its local Emergency Telephone System Board; and

WHEREAS, the Village of Bolingbrook ETSB shall not operate as an Emergency Telephone System Board unless and until they Village of Bolingbrook terminates its membership with the Will County 9-1-1 and receives approval of the ICC as evidence by an order of the ICC to once again operate as an Emergency Telephone System Board and receive

surcharge funds collected pursuant to the Village of Bolingbrook's approved 9-1-1 surcharge referendum.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Bolingbrook, Counties of Will and DuPage, Illinois as follows:

SECTION 1: Recitals. The foregoing recitals are a material part of this Ordinance and incorporated herein as if they were fully set forth in this section.

SECTION 2: Suspension of the Bolingbrook ETSB; Transfer of ETSB Funds to Will County 9-1-1 ETSB. The Bolingbrook ETSB shall suspend operating as an Emergency Telephone System Boards as of the date the ICC permits it to operate with the Will County 9-1-1 ETSB as a Joint Emergency Telephone System for its members. The Village of Bolingbrook ETSB shall not again operate as an Emergency Telephone System Board and receive surcharge funds collected pursuant to the Village of Bolingbrook 9-1-1 surcharge referendum.

SECTION 3: Repealer. The specific terms and conditions of this ordinance shall prevail against other existing ordinances of the Village to the extent there may be any conflict. All existing ordinances of the Village which directly conflict with the terms of this ordinance are herein repealed.

SECTION 4: Effective Date. This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

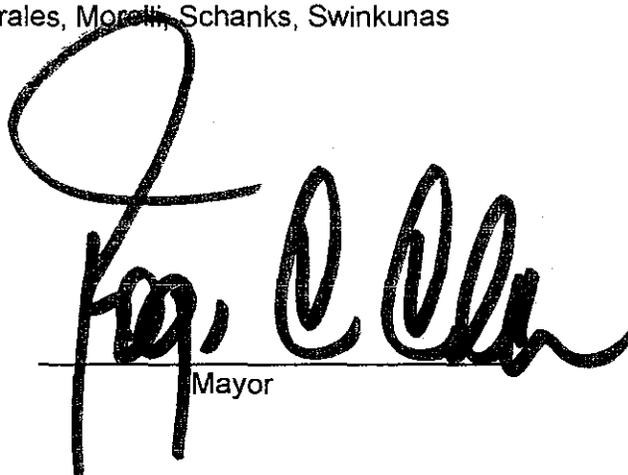
PASSED THIS 23rd DAY OF MARCH, 2010.

AYES:	6	Brown, Lawler, Morales, Moralli, Schanks, Swinkunas
NAYS:	0	None
ABSENT:	0	None

APPROVED THIS 23rd DAY OF MARCH, 2010.

ATTEST:


Village Clerk


Mayor

PUBLISHED BY THE VILLAGE CLERK, IN PAMPHLET FORM, BY AUTHORITY OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF BOLINGBROOK ON MARCH 23, 2010.

STATE OF ILLINOIS)
COUNTIES OF WILL) SS
AND DU PAGE)

I, Carol S. Penning, certify that I am the duly elected and acting Village Clerk of the Village of Bolingbrook, Will and DuPage Counties, Illinois.

I further certify that on March 23, 2010, the Corporate Authorities of such municipality passed and approved Ordinance 10-015 entitled:

**SUSPENDING THE OPERATIONS OF THE VILLAGE OF BOLINGBROOK
EMERGENCY TELEPHONE SYSTEM BOARD**

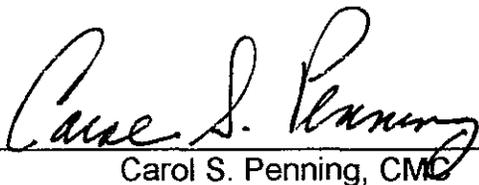
which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance 10-015 including the Ordinance and a cover sheet thereof, was prepared on March 24, 2010. Copies of such Ordinance are available for public inspection upon request in the office of the Village Clerk.

DATED at Bolingbrook, Illinois, this 24th day of March, 2010.



(VILLAGE SEAL)



Carol S. Penning, CMC
VILLAGE CLERK

INTERGOVERNMENTAL COMMUNICATIONS SYSTEM AGREEMENT
COMBINING THE VILLAGE OF BOLINGBROOK ETSB WITH
WILL COUNTY 9-1-1 EMERGENCY TELEPHONE SYSTEM BOARD

This Agreement is entered into on the effective date hereinafter set forth by and between the County of Will, a body corporate and politic, ("Will County") and the Village of Bolingbrook, an Illinois municipal corporation ("Bolingbrook") and (hereinafter sometimes collectively referred to as the "Participating Taxing Bodies") and the Will County 9-1-1 Emergency Telephone System Board, a Will County agency (hereafter sometimes referred to as Will County 9-1-1) to provide for the establishment of Bolingbrook as a member of a combined dispatch and communications system pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et. seq.), the Emergency Telephone System Act (50 ILCS 750/1 et. esq.) and the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et. seq.) Will County, Bolingbrook and Will County 9-1-1 are sometimes referred to herein singly as the "Party" and collectively as the "Parties."

R E C I T A L S :

WHEREAS, the corporate authorities of the County of Will imposed a surcharge under Section 50 ILCS 750/15.3 and established an Emergency Telephone System Board under 50 ILCS 750/15.4 in order to provide services to its constituency within the County and administer its 9-1-1 responsibilities, in conformity with the Emergency Telephone System Act and the Wireless Emergency Telephone Safety Act and subject to its approval for enhanced emergency telephone number under Illinois Commerce Commission number 92-0122; and

WHEREAS, the Will County Executive with the advice and consent of the Will County Board and pursuant to 50 ILCS 750/15.4("Section 15.4") appoints members to the Emergency

Telephone System Board ("Will County 9-1-1") in order to perform the powers and duties of such Board, as set forth under Section 15.4(b), so as to provide for and protect the health, safety and welfare of the residents of Will County and surrounding areas under its jurisdiction; and

WHEREAS, Will County 9-1-1 performs such duties in conjunction with the participation of seven (7) public safety answering points ("Will County PSAP's") formed in some instances by intergovernmental agreements between various municipalities, fire protection districts, police departments, fire departments and other emergency services and disaster agencies and by certain municipalities acting on their own behalf as a stand alone PSAP; and

WHEREAS, such Will County PSAPs provide dispatching services to residents within the scope of their area of responsibility, either as a stand alone municipality, or under the terms and provisions of an intergovernmental cooperation agreement with such emergency services' agencies and that the current PSAP's within Will County 9-1-1 are set forth in Group Exhibit "A" which is attached hereto and made a part hereof; and

WHEREAS, Will County 9-1-1 recommends to Will County for the appropriation of funds necessary for Will County 9-1-1 operations and after such appropriations, Will County 9-1-1 authorize the expenditure of such funds as provided for under Section 15.4(c) and 50 ILCS 751/20; and

WHEREAS, Bolingbrook, an Illinois municipal corporation, operates the Village of Bolingbrook Emergency Telephone System Board and presently provides emergency services, dispatch and communication system to the residents of the Village of Bolingbrook as an independent Emergency Telephone System Board, and

WHEREAS, Bolingbrook has determined that there exists a need for a more centralized emergency services dispatch and communication system which will provide for more efficient

dispatch and communication capabilities by joining with Will County 9-1-1, as a member thereof, and by forming a participating additional public safety answering point within Will County 9-1-1 and its system of public safety answering points; and

WHEREAS, Will County 9-1-1 is deemed to be an agency of Will County; and

WHEREAS, Will County and Bolingbrook agree that joint action among themselves is the most efficient and effective means to provide for the health, safety and welfare of their residents and is in the best interest of each of the parties to this Agreement and their residents for Bolingbrook to join in concert with Will County as a member of Will County 9-1-1; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois, and Section 220/1 et. seq. of the Illinois Cooperation Act (5 ILCS 220/1 et. seq.) authorizes two or more units of local government to contract to share services and to exercise, combine or transfer any power or function common to them; and

WHEREAS, Section 15.4 of the Emergency Telephone System Act and Section 20 of the Wireless Emergency Telephone Safety Act authorized the corporate authorities of any county or municipality that imposes a surcharge pursuant to Section 50 ILCS 750/15.3 to establish by intergovernmental agreement a joint Emergency Telephone System Board; and

WHEREAS, it is the desire of Will County to invite Bolingbrook to be a participant in the operation of a centralized combined dispatch and communication system with the present Board of Will County 9-1-1; and

WHEREAS, the respective corporate authorities of Will County and Bolingbrook have authorized and directed the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and upon the further consideration stated in the foregoing recitals, it is hereby agreed by and between and among the Participating Taxing Bodies as follows:

ARTICLE I RECITALS.

The parties acknowledge that the statements and representations made in the foregoing recitals are true and correct, and they hereby incorporate such recitals and all exhibits referenced therein into this Agreement as if fully set forth in this Article I.

ARTICLE II BACKGROUND.

2.0 Emergency Telephone System Act. The Will County 9-1-1 Emergency Telephone System and the Will County 9-1-1 Emergency Telephone System Board (collectively referred to as "Will County 9-1-1") is an emergency telephone system generally governed by the provisions of Emergency Telephone System Act (50 ILCS 750/0.01 et. seq.) and the Wireless Emergency Telephone System Act (50 ILCS 751/1 et. seq.), (hereinafter collectively referred to as the "Act" or "Acts") Will County 9-1-1 is a countywide system. Under the Act, the corporate authorities of the County of Will established an emergency telephone system, as authorized with referendum approval, to impose a monthly surcharge on the billed subscribers of the network connection telecommunications carriers (50 ILCS 750/15.3). Such powers were expanded by the Wireless Emergency Telephone System Act (50 ILCS 751/1). On August 17, 1989, the Will County Board approved Executive Committee Resolution No. 89-213 establishing the 9-1-1 Emergency Telephone System Board which was charged with the responsibility of operating the system under Section 15.4 of the Act (50 ILCS 750/15.4), including the appointment of an ETS Board with the responsibility for coordinating and supervising the implementation and operation of the Emergency Telephone System, for directing the expenditure of surcharge monies which

are held in the ETS fund and for such other and further duties as prescribed by the statute (50 ILCS 750/15.4(b)). See Exhibit "B" which is attached hereto and made a part hereof. As prescribed by the Act, the Will County Executive with the advice and consent of the Will County Board appointed ETS Board Members to the Board consistent with his responsibilities under 15.4(a). (50 ILCS 750/15.3) See Exhibit "C" which is attached hereto and made a part hereof. In order to provide for the governance of the organization, the Will County 9-1-1 adopted bylaws (See Exhibit "D") which bylaws have subsequently been amended as provided below.

2.1 Initial Dispatch Centers. Originally Will County 9-1-1 consisted of approximately sixteen (16) Public Safety Answering Points ("PSAP"). Throughout the duration of the operation of Will County 9-1-1 consolidation has occurred in the number of PSAP's thereby reducing their number to presently seven (7) Public Safety Answering Points.

ARTICLE III. PUBLIC SAFETY ANSWERING POINTS.

3.0 Number and Location. The parties to this Agreement do hereby acknowledge that Will County 9-1-1 presently consists of seven (7) Public Safety Answering Points, a list of which are attached hereto as Exhibit "A." Each Public Safety Answering Point is required to select a director who shall be responsible for the daily operations of the Center. Bolingbrook has been advised and does hereby agree that the expense of maintaining a director and other employees at the PSAP shall be the direct responsibility of Bolingbrook and that Will County 9-1-1 shall not be obligated to utilize its surcharge funds for the payment of such employees. All of the PSAP's set forth in Exhibit "A" are responsible for dispatching services to one or more fire or police agencies as set forth therein.

3.1 Bolingbrook PSAP. Upon the adoption of an ordinance suspending the operation of the Village of Bolingbrook Emergency Telephone System Board and the approval of a petition before the Illinois Commerce Commission dismissing the Village of Bolingbrook Operating Authority and authorizing the Village to incorporate its 9-1-1 Emergency Telephone Dispatch System into the Will County 9-1-1 System, as a Public Safety Answering Point, Bolingbrook agrees to create a Public Safety Answering Point which shall be responsible for providing dispatch services and other appurtenance PSAP responsibilities to the fire and police agencies set forth in Exhibit "E". Further, Bolingbrook shall be responsible for designating a director for the operation of its PSAP. Will County 9-1-1 agrees that in consideration of establishing the PSAP, that it will modify and amend its bylaws to create a position for an single representative from Bolingbrook who will serve as its representative upon the Board of Will County 9-1-1. Bolingbrook shall deliver to the Chairman of Will County 9-1-1 the name or names of individuals it seeks to have appointed by the Will County Executive with the advice and consent of the Will County Board to serve as the designated representative of Bolingbrook on Will County 9-1-1. The Participating Taxing Bodies acknowledge that under the statute, the responsibility for appointing such person is the responsibility of the corporate authorities of the County that imposes a surcharge under Section 15.3 of the Act (50 ILCS 750/15.4). Upon appointment by the County Executive and approval by the Will County Board, such Bolingbrook representative shall become a full member of Will County 9-1-1 with full voting rights as such member. The Bolingbrook representative shall also be entitled to serve upon any committee to which he or she is appointed by Will County 9-1-1.

ARTICLE IV. GOVERNANCE; 9-1-1 OPERATING BOARD

4.0 Composition. The Participating Taxing Bodies acknowledge that the operating board of Will County 9-1-1 is presently composed of directors or persons responsible for the operation of each of the PSAP's, fire service representatives, law enforcement representatives, emergency management agency representatives, the County Executive's office, the MIS Department, Citizen at Large and County Board Member. Presently Will County 9-1-1 consists of sixteen (16) members. The Participating Taxing Bodies agree, as provided above that, Bolingbrook, as a participating municipality shall be entitled to one (1) representative appointed by the County Executive with the advice and consent of the Will County Board as provided under the Act at Section 15.4. The names of the persons serving on Will County 9-1-1 and their committee assignments are hereinafter set forth on Exhibit "F" which is attached hereto and made a part hereof.

4.1 Chairperson, Vice-Chairperson and Secretary. The 9-1-1 Emergency Telephone System Board is operated pursuant to the terms and provisions of its present bylaws, a copy of which is attached hereto as Exhibit "G". The presiding officer of Will County 9-1-1 is designated as the Chairperson. The Vice-Chairperson of Will County 9-1-1 is Julie Ponce-Doyle, Director of the City of Joliet PSAP. (Julie Ponce-Doyle, who is personally serving as temporary Chairperson, as a result of the resignation of Chairperson James Grady, will serve in such capacity until the election of new officers at the April 2010 meeting of the Emergency Telephone System Board.) The Secretary of the Will County 9-1-1 is Caryn DeMarco, who is an employee of the agency. Each officer's term runs until a successor is elected and qualified at the next annual meeting in April of each year. The Chairperson shall preside over all meetings of Will County 9-1-1. In the absence of the Chairperson, or in the event the Chairperson refuses or

is unable to act, the Vice-Chairperson shall perform the duties of the Chairperson and when so acting, shall have all the powers of and be subject to the restrictions placed upon the Chair. The Secretary shall:

- (a) take and keep the minutes of the meeting in a book provided for that purpose; and
- (b) see that all notices are given in accordance with the provisions of the bylaws of the Board or as required by law; and
- (c) be custodian of the records of Will County 9-1-1 and perform all duties incident to the office of Secretary, and such other duties as may from time to time be assigned.

In the absence of the Secretary, the 9-1-1 Operating Board shall designate a secretary pro tem to undertake the duties of the Secretary during the Secretary's absence.

4.2 Meetings of Will County 9-1-1.

(a) Will County 9-1-1 shall establish dates, times and location for regular meetings, one of which shall be designated as the annual meeting at which time the Chairperson, Vice-Chairperson and Secretary shall be elected. Other business may be considered at the annual meeting. Will County 9-1-1 shall regularly meet as deemed necessary.

(b) Special meetings of Will County 9-1-1 shall be called as provided for in the Bylaws.

(c) It is the understanding of the Participating Taxing Bodies that no member of Will County 9-1-1 shall receive any compensation for serving as a Will County 9-1-1 Board member.

4.3 Quorum. A quorum for the transaction of all business shall be as set forth in the bylaws which presently provide that a quorum shall consist of a majority of the Will County 9-1-1 members.

4.4 Voting Requirements. Except as otherwise provided for in this Agreement, when a quorum is present, a majority vote of such Board members in attendance shall be necessary for Will County 9-1-1 to act. Each Will County 9-1-1 Board member shall have one vote as provided for in the Bylaws. A Will County 9-1-1 Board member shall be in physical attendance to cast a vote. No proxy votes or absentee voting shall be permitted. If any Member fails to retain the status necessary to serve on behalf of the participating entity that he/she represents as a member of the Board, the participating entity shall be required to submit a name or names in the same manner as provided above for Bolingbrook's initial selection of its representative to Will County 9-1-1.

4.5 Powers and Duties. The powers and duties of Will County 9-1-1 shall be as set forth in Article II of the Restated and Amended Will County 9-1-1 Emergency Telephone System Board Bylaws. In addition, the Will County 9-1-1 shall appoint from time to time a Chief Administrator whose duties and responsibilities to Will County 9-1-1 are outlined in his employment contract. The present Chief Administrator of Will County 9-1-1 is Steven Figved, a copy of the Chief Administrator employment contract is attached hereto as Exhibit "H" and made a part hereof.

4.6 Standing Committees. The Parties acknowledge that under Article VII Section A of the bylaws, there are four (4) standing committees of Will County 9-1-1 presently existing and they are as follows:

1. Finance and Equipment Committee;
2. Long Range Planning/Standards Enforcement Committee;
3. Training/Public Education/Personnel Committee;
4. Technology Advisory Committee.

The Finance and Equipment Committee consists of five (5) members which is presently Chaired by Julie Ponce-Doyle, Director of the City of Joliet PSAP. The Long Range Planning/Standards Enforcement Committee consists of nine (9) members of which Bill Mort, Peotone Police Chief, is the Chairperson. The Training/Public Education/Personnel Committee consists of six (6) members of which Matt Ryan, Chief of Staff of the County Executive, is the Chairman and the Technology Advisory Committee consists of eight (8) members, the Chairman of which is Mike Shay, MIS Department of Will County. The Parties acknowledge that the Technology Committee requires additional members outside of Will County 9-1-1 who provide the necessary technical expertise in order to recommend to Will County 9-1-1 the appropriate hardware and software for the agency and that Bolingbrook agrees that Will County 9-1-1 shall be entitled to continue to select outside persons for membership on the Technology Committee. In addition to the above designated committees, there shall be an Executive Committee as provided for in the bylaws. Further, the parties agree that other committees may be established by the Chairperson with the advice and consent of Will County 9-1-1. Will County 9-1-1 agrees that Bolingbrook shall be entitled to serve as a member upon at least one of the standing committees and that to the extent an amendment may be required by Will County 9-1-1 to expand the members of a committee to accommodate Bolingbrook, it shall do so.

ARTICLE V. FINANCES.

5.0 Fiscal Year. The fiscal year of Will County 9-1-1 is December 1 to November 30th of each year.

5.1 Budget. The Participating Taxing Bodies do hereby acknowledge that Will County 9-1-1 adopted its annual budget at a meeting duly called in accordance with the Illinois Open Meetings Act on October 22, 2009 in the Will County Board Room at 302 N. Chicago

Street, Joliet, Illinois for the purpose of considering general business of Will County 9-1-1, including the adoption of the annual budget. Attached hereto as Exhibit "I" is a copy of the 9-1-1 Emergency Telephone System Fiscal Year 2010 Account Summary Sheet which compares the actual revenue for 2008, the amended budget for 2009 and the 2010 requested amount, which the Board directed the Chief Administrator to submit to the Will County Board for its appropriation approval. The budget reflects the revenues anticipated from surcharge fees, interest, funds on hand and anticipated revenue from other sources and expenses pertaining to salaries, operating supplies, professional contracts, rent and other maintenance services, telecommunication service contracts and capital expenditures.

5.2 Treasurer.

(a) The Treasurer of Will County shall continue to serve as the custodian of the Emergency Telephone System fund account as provided for in Section 15.4 (c) of the Act (50 ILCS 750/15.4) and shall continue to serve in such capacity for receipt of not only surcharge funds, but funds from any and all other sources.

(b) All monies received by the Board pursuant to the surcharges imposed under Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3) and the Wireless Emergency Telephone Safety Act (50 ILCS 751.1 et. seq.) shall continue to be deposited into a separate interest bearing Emergency Telephone System Fund Account. Notwithstanding any other provision in this Agreement to the contrary, no expenditures may be made from the Emergency Telephone System Fund, except upon direction of Will County 9-1-1. All expenditures from the Emergency Telephone System Fund shall only be made to pay costs permitted by Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/15.4) and by Section 751/20 of the Wireless Emergency Telephone Safety Act (50 ILCS 751/20).

5.3 Credit for Surcharge Payments. Bolingbrook shall forward any and all payments it receives after the effective date of this Agreement pursuant to surcharges imposed under Sections 15.3 of the Emergency Telephone System Act and under 751/17 of the Wireless Emergency Telephone System Act to Will County 9-1-1. All surcharge funds imposed pursuant to Section 15.3 of the Emergency Telephone System Act and Section 751/17 of the Wireless Emergency Telephone System Act that are received by reason of the surcharge imposed by Bolingbrook after the effective date of this Agreement shall be credited to the account of Bolingbrook as hereinafter provided. Seventy-five cents (\$0.75) of each surcharge amount, as identified in Section 5-8, shall be deposited and shall be subject to appropriation and expenditure by the Will County 9-1-1 Board in the manner provided by law.

Fifteen cents (\$0.15) of each surcharge amount shall be deposited into the account known as the Bolingbrook/Will County 9-1-1 account, which shall be maintained by Bolingbrook for the exclusive use of Bolingbrook and shall be subject to appropriation and expenditure as determined by Bolingbrook. Any surcharge funds in the Bolingbrook/Will County 9-1-1 account may only be expended for authorized projects for Bolingbrook for purposes as allowed under the Emergency Telephone System Act or the Wireless Emergency Telephone System Act.

5.4 Prior Surcharge Funds. Surcharge funds received by Bolingbrook imposed pursuant to Section 15.3 of the Emergency Telephone System Act and Section 751/17 of the Wireless Emergency Telephone System Act prior to the effective date of this Agreement shall remain deposited in the Bolingbrook/Will County 9-1-1 account and shall be for the exclusive use of Bolingbrook. Said surcharge funds may only be expended in the manner and for the purposes provided in Section 5.3 hereinabove, including the payment of any sums owed by Bolingbrook to Will County 9-1-1. All such payments of prior surcharge funds shall be in

compliance with Section 15.4 of the Emergency Telephone System Act and Section 751/20 of the Wireless Emergency Telephone Safety Act.

5.5 Audits. The Will County 9-1-1 Board shall cause an annual audit of the financial affairs of Will County 9-1-1 to be made by a certified public accountant employed by the County of Will to perform such audit after the end of each fiscal year at the time such audit is performed for the County. Such audit shall be performed in accordance with GASB rules generally applicable to all local public entities. The annual audit report shall be delivered to each person who serves on Will County 9-1-1.

5.6 Late Payments. Late payments due Will County 9-1-1 shall accrue interest at a rate of one (1%) percent a month beginning ten (10) days after the payment is due.

5.7 Transfer of Surcharge Funds in Bolingbrook's Emergency Telephone System Account. Within thirty (30) days after the Illinois Commerce Commission issues an order authorizing Bolingbrook to join the Will County 9-1-1, by modifying its present petition with the Illinois Commerce Commission by suspending the operations of Bolingbrook's Emergency Telephone System Board, Bolingbrook shall authorize an ordinance that effectively transfers all surcharge funds it has received pursuant to Section 15. 3 of the Emergency Telephone System Act and Section 751/17 of the Wireless Emergency Telephone Safety Act which were deposited to the Bolingbrook/Will County 9-1-1 account after the effective date of this Agreement. In addition, within the same time frame, Bolingbrook shall pass an ordinance suspending the operation of its individual Emergency Telephone System Board (if is has not already done so, for so long as Bolingbrook is a member of Will County 9-1-1.)

5.8 Bolingbrook Surcharge Funds. Will County 9-1-1 and Bolingbrook acknowledge that each party imposes a different surcharge upon its landline and wireless constituents. In the

case of Will County 9-1-1, the Participating Taxing Bodies agree that Will County 9-1-1 imposes a surcharge upon its landline subscribers of seventy-five (.75) cents per line and upon its wireless customers of a monthly wireless carrier surcharge per CMRS connection of seventy-five (.75) cents per month. Bolingbrook levies a monthly surcharge on billed subscribers and network connections provided by telecommunication carriers engaged in the business of transmitting messages by means of electricity through landlines of ninety (.90) cents per month and a monthly wireless carrier surcharge upon its subscribers of ninety (.90) cents per month. In order to reconcile the differences between the two surcharges charged by each party, Will County 9-1-1 agrees to segregate in a separate account, known as the "Bolingbrook/Will County 9-1-1 Account," the difference between the sum Bolingbrook actually collects for its ninety (.90) cents per month surcharges from the amount that Bolingbrook would have actually collected had the imposition of the surcharge been seventy-five (.75) cents. Bolingbrook shall prepare a budget and submit a request for amounts from the excess surcharge fund on a periodic basis as Bolingbrook deems is needed and shall submit such requests to the Will County 9-1-1 Board for approval.. Such fund shall include any interest thereon as earned by the Will County Treasurer's office. The Bolingbrook representative shall authorize expenditures for such fund provided that such expenditures are authorized under Section 15.4 (50 ILCS 750/15.4) and Section 751/20 (50 ILCS 751/20). Bolingbrook shall have the right to audit such account from time to time at its own expense. In the event Will County 9-1-1 elects to increase its surcharges under the Emergency Telephone System Act or under the Wireless Emergency Telephone System Act in an amount equal to or in excess of ninety (.90) cents, Will County 9-1-1 will no longer have an obligation to maintain a separate account of funds collected on behalf of Bolingbrook subscribers as provided herein.

ARTICLE VI. INDEMNIFICATION.

6.0 Indemnification of Agents. Will County 9-1-1 shall indemnify, defend and hold harmless any person who was or is made a party to a pending or completed action, suit or proceedings by reason of fact that he/she is or was a director, officer or agent of Will County 9-1-1, against and from any expenses (including reasonable attorney's fees) judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if he/she acted in good faith on behalf of the interest of Will County 9-1-1 to the extent such indemnification is provided under 750/15.1 (50 ILCS 750/15.1). The determination of whether an individual acted in good faith on behalf of the interest of Will County 9-1-1 shall be made by a majority vote of the directors. This indemnification shall not apply to any punitive damages or if the indemnification would otherwise be prohibited by law.

ARTICLE VII. MISCELLANEOUS.

7.0 Limitation of Liability. The liabilities, contracts, obligations, debts and property of Will County 9-1-1 shall not be considered in any way a liability, contract, obligation, debt or property of Bolingbrook or any other participating municipality of Will County 9-1-1.

No officer, agent, employee or director of Will County 9-1-1 shall have any authority under this paragraph to extend the contractual liability of any party hereto in any manner not approved by the directors of Will County 9-1-1.

7.1 Member Equipment. Bolingbrook shall be responsible for the cost of acquisition, installation and maintenance of the equipment which is unique to it and not a benefit to Will County 9-1-1 as a whole. Examples of such unique equipment include, but are not limited to, squad cars, ambulance, and fire equipment, fire equipment radios, wireless phones and pagers. Any dispute which arises as to whether the cost or expense of any equipment or service shall be

borne by Bolingbrook or by Will County 9-1-1 shall be resolved by the directors of Will County 9-1-1.

7.2 Amendment. This Agreement contains the entire understanding of the Parties with respect to the subject matters of this Agreement. There are no restrictions, agreements, promises, warranties, covenants, or undertakings other than those expressly set forth herein. This Agreement supersedes all prior agreements and understandings between the Parties with respect to its subject matter. This Agreement may be amended only by a written instrument duly executed by all of the Parties or their successors or assigns.

7.3 Duration. This Agreement shall continue in effect for a period of fifty (50) years or until terminated by agreement of the parties.

7.4 Remedies. Since the purpose of this Agreement is to provide communication services on an ongoing basis, money damages or termination of the Agreement would not be an adequate remedy in the event of default. Accordingly, the Participating Taxing Bodies explicitly agree that any one or more of the Parties hereto agree by the default hereunder of any one or more other party shall be entitled, upon proper showing of default, to a decree of specific performance of any covenant hereunder from a court of competent jurisdiction and that the alleged adequacy of a legal remedy shall not be a defense in an action for specific performance. Nothing in this paragraph shall be construed to deprive an aggrieved party of any remedy afforded by law.

7.5 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, except that neither party may assign its rights under this Agreement without the prior written consent of the other party.

7.6 Severability. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by any court of competent jurisdiction to be unenforceable, that provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by the court.

7.7 Notices. Any notice or other communication required or desired to be given under the terms of this Agreement shall be in writing and shall be deemed to be given to and served upon the addressee hereof at its address set forth below;

- (a) If to Will County: County Executive
Will County Building
302 No. Chicago Street
Joliet, IL 60432
ATTN: Lawrence M. Walsh
- (b) If to Will County 9-1-1: Will County 9-1-1
Emergency Telephone System Board
2561 Division Street Suite 101
Joliet, IL 60435-8735
Attn: Steve Figved
- (c) With a copy to: David L. Ruttle, Esq.
McKeown Law Firm
2455 Glenwood Avenue
Joliet, Illinois 60435
- (d) If to the Village: Village of Bolingbrook
375 West Briarcliff Road
Bolingbrook, IL 60440
Attn: Commander Ken Teppel, Project Manager
- (e) With a copy to:

7.8 Attorney's Fees. The prevailing party or parties in any litigation arising out of or from this Agreement shall be entitled to recover from the non-prevailing party or parties all costs and expenses reasonably incurred in litigating such action, including without limitation, reasonable attorney's fees, paralegal fees and court costs.

7.9 Headings. The section and subsection headings contained herein are for convenience of the parties only and are not intended to define or limit the context of said sections and subsections.

7.10 Waiver. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

7.11 Governing Law; Venue. The validity, construction and interpretation of this Agreement shall be governed by the laws of the State of Illinois. The parties hereto irrevocably agree that all actions or proceedings in any way, manner or respect arising out of or from or related to this Agreement shall be litigated only in the Circuit Court Twelfth Judicial Circuit, Will County, Illinois. Each party hereby consents and submits to the personal jurisdiction in the State of Illinois and waives any right such party may have to transfer the venue of any such action or proceeding.

7.12 Counterparts. This Agreement may be executed in two or more counterparts, each of which may be deemed to be an original

7.13 Authority. The individuals executing the Agreement represent and warrant that they have the power and authority to do so and to bind the parties for whom they are executing this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by their duly authorized County Executive, Chairman and President, respectively, this 29th day of March, 2010.

VILLAGE OF BOLINGBROOK

BY: [Signature]
~~Village President~~

MAYOR

ATTEST:

[Signature]
Village Clerk

COUNTY OF WILL

BY: [Signature]
County Executive

ATTEST:

[Signature]
County Clerk

WILL COUNTY 9-1-1 EMERGENCY
TELEPHONE SYSTEM BOARD

BY: [Signature]
Vice - Chairman

ATTEST:

[Signature]
Secretary

146597/REV2/23/10
147263/REV2/24/10

9-1-1 GENERAL INFORMATION

Current Date March 22, 2010

Proposed Operational Date April 12, 2010

Village of Bolingbrook
Submitted by (City or County Name)

 Final Plan

 X Modification of an Existing System – I.C.C. Docket Number 91-0342

 72,000
Total Population Served

 36,745

 25 Square Miles
Total Land Area Covered in Square Miles

PSAP 9-1-1 System Liaison to the Commission: (No Consultants)

 Kevin McCarthy
Name

 Chief of Police
Title

 375 W. Briarcliff Road
Street Address

 Bolingbrook, Illinois 60440
City, State, Zip Code

(630) 226-8600
Telephone Number

(630) 226-0600
Alternate Telephone Number

**NARRATIVE STATEMENT
VILLAGE OF BOLINGBROOK**

The 9-1-1 PSAP and Dispatch Center for the Village of Bolingbrook is located in the Police Department at 375 Briarcliff Road in Bolingbrook, Illinois. Last year the busy center handled over 100,000 telephone calls with more than 65,000 calls being for emergency service from the Bolingbrook Police and Fire Departments.

The Village of Bolingbrook, like most of Will County, has experienced a rapid increase in population over the last ten years going from 54,762 to more than 70,077 or a 29% increase in residents. This significant increase in population, in a depressed economy, has had a serious impact on emergency dispatch capabilities requiring the agency to do more with less in dispatching more than 133 calls per day.

The Bolingbrook ETSB has made two important decisions, in 2010, with regards to its 9-1-1 system. The first decision was to move the PSAP to a new location, within the current facility, and the second decision is to request the ICC to allow the Bolingbrook ETSB to suspend its operations and become a joint member of the Will County 9-1-1 Emergency Telephone System.

THE BOLINGBROOK PSAP

The new PSAP is located in a recently completed 41,000 square foot addition to the police station. The new dispatch center will provide more room to allow for an additional telecommunicator workstation to allow for expanded dispatch services. The center is unmarked and public access is restricted. The PSAP is protected 24/7/365 by security with lock and electronic key code access. In addition, the interior and exterior of the facility are monitored by electronic surveillance equipment.

The new center will receive hardware and software operating system upgrades but the dynamic of the center and its operations will not change from previous activities. The existing AT&T routing equipment and the existing seven (7) landline and two (2) wireless trunks that are currently in use will remain the same. Back-up for the PSAP will continue to be provided at the Will County Sheriffs Department.

The equipment upgrades at the center include the installation of new; IP-based customer premise equipment (CPE), computer-aided dispatch (CAD) system, voice-logging equipment, and a new records management system.

The current land-mobile radio (LMR) system frequencies will be used in new radio console equipment. The new radio console equipment will be interoperable with the Will County 800MHz. System and will provide redundancy in operations through T1 landlines and microwave back-up equipment.

The entire facility is provided with emergency back-up generator power and all of the PSAP equipment is protected with UPS battery support.

The new equipment will be provided by the Will County 9-1-1- ETSB upon approval of an inter-governmental agreement to add Bolingbrook to the Will County 9-1-1 System. The new PSAP equipment installed at Bolingbrook is totally interoperable and compatible with the equipment in use at the seven existing Will County PSAPs. The cost savings of equipment upgrades to the Village of Bolingbrook is in excess of \$1 million.

SUSPENSION OF BOLINGBROOK PSAP OPERATIONS

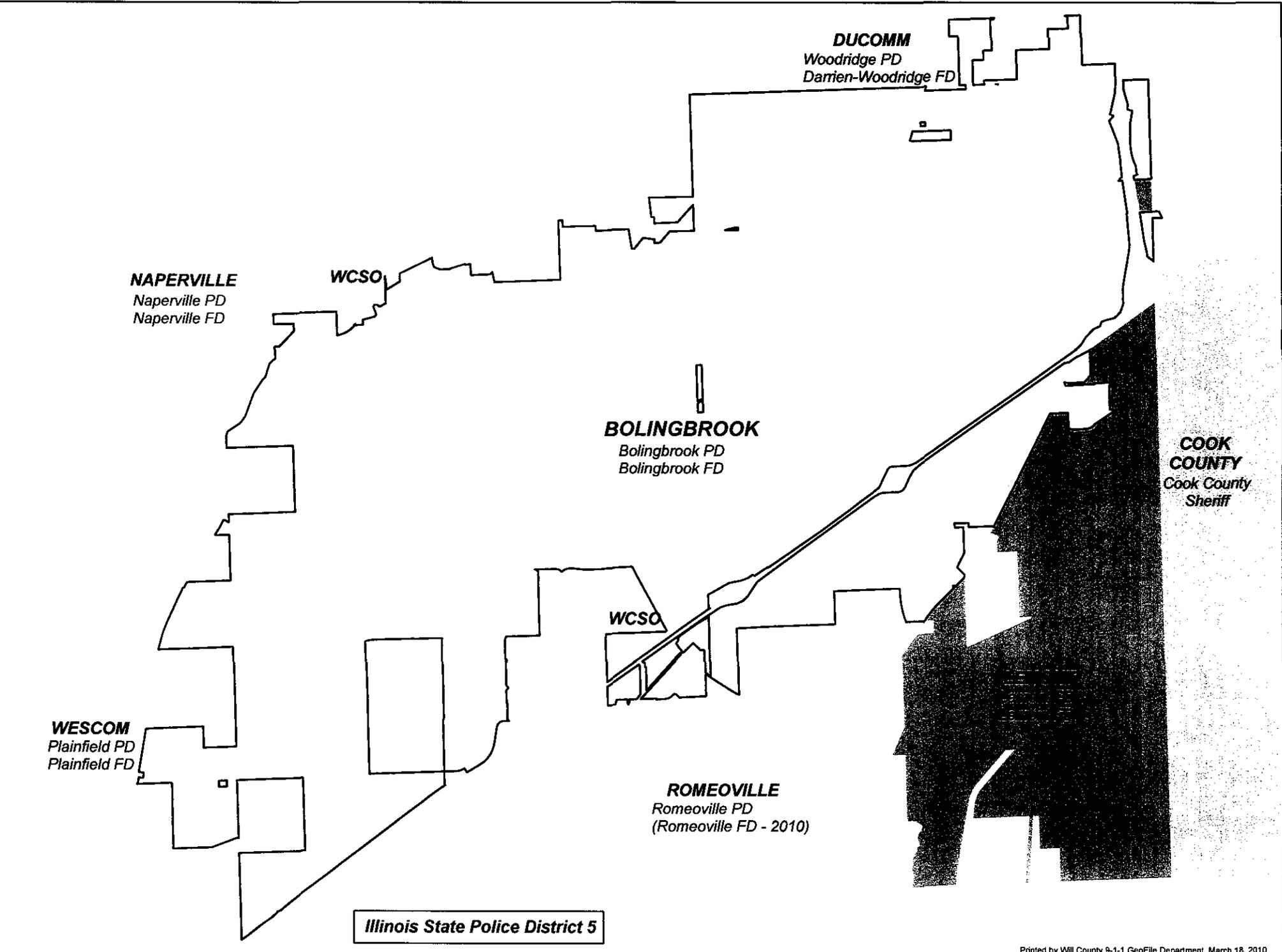
After several years of discussion and planning, the Bolingbrook ETSB has determined it will be more cost effective and efficient to join into the Will County 9-1-1 Emergency Telephone System. To this end, the Trustees of the Village of Bolingbrook have approved and adopted an Ordinance to "Suspend the Operations of the Bolingbrook Emergency Telephone System Board".

The Intergovernmental Cooperative Agreement details the purpose of the agreement and outlines the duties and powers of the Joint Board in compliance with the Illinois Emergency Telephone Act and the Wireless Emergency Telephone Safety Act.

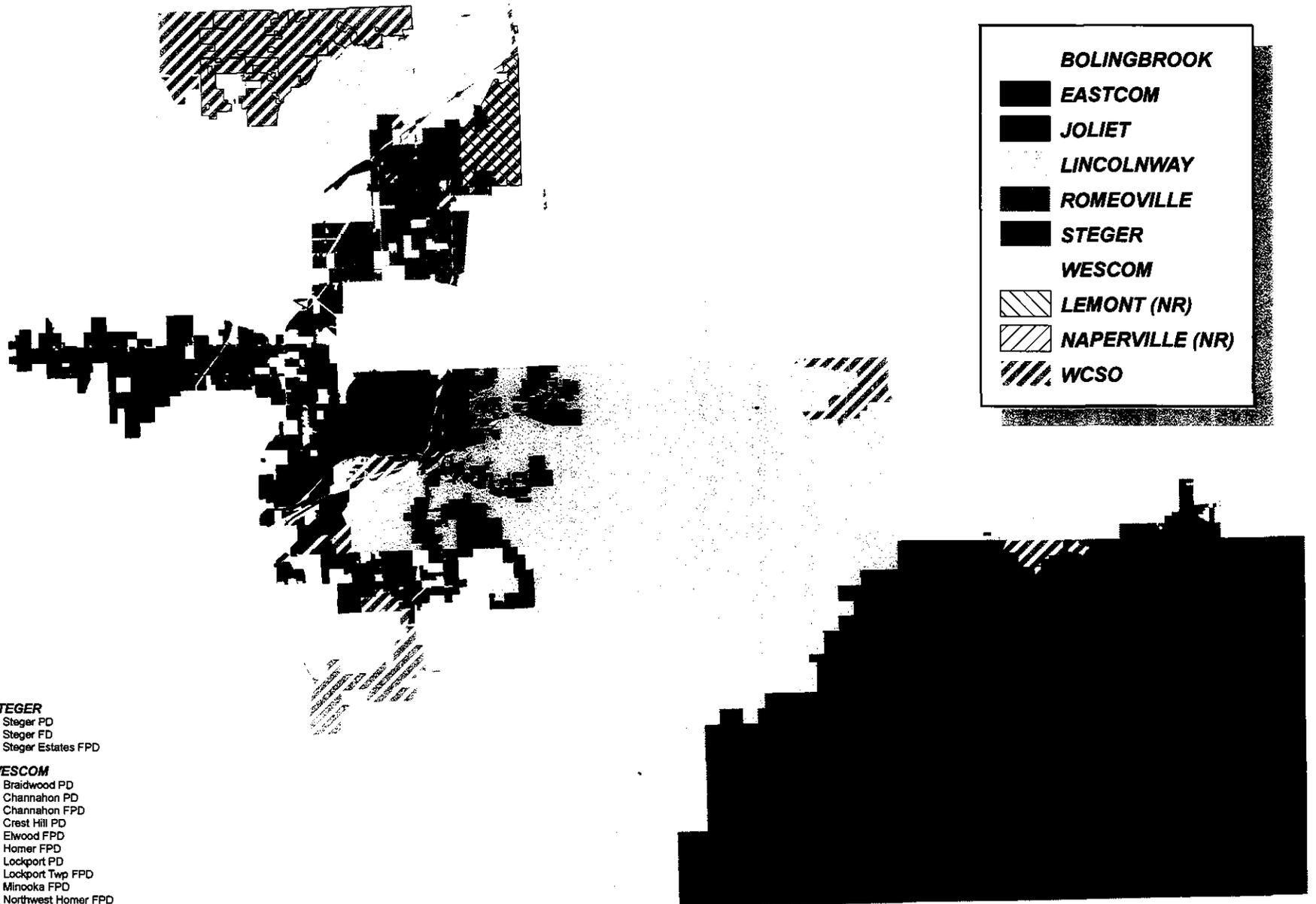
The Agreement also specifies that all future surcharge funds collected by Bolingbrook, in compliance with the Village of Bolingbrook approved surcharge referendum, shall be transferred to The Will County 9-1-1 ETSB upon joining and becoming operational with the Will County 9-1-1 System.

The agreement provides that the Village and Bolingbrook and the Will County 9-1-1 ETSB will become jointly operational upon approval of the Illinois Commerce Commission through an order of the ICC, providing the Village of Bolingbrook to suspend the operation of its local Emergency Telephone System Board.

PSAP Agencies Surrounding Bolingbrook



Will County PSAP Agencies



	BOLINGBROOK
	EASTCOM
	JOLIET
	LINCOLNWAY
	ROMEOVILLE
	STEGER
	WESCOM
	LEMONT (NR)
	NAPERVILLE (NR)
	WCSO

BOLINGBROOK
 Bolingbrook PD
 Bolingbrook FD

EASTCOM
 Beecher PD
 Beecher FPD
 Crete PD
 Crete FD
 Crete Twp. FPD
 Monee PD
 Monee FPD
 Peotone PD
 Peotone FPD
 University Park PD
 University Park FD

STEGER
 Steger PD
 Steger FD
 Steger Estates FPD

WESCOM
 Braidwood PD
 Channahon PD
 Channahon FPD
 Crest Hill PD
 Elwood FPD
 Homer FPD
 Lockport PD
 Lockport Twp FPD
 Minooka FPD
 Northwest Homer FPD
 Plainfield PD
 Plainfield PPD
 Rockdale FD
 Troy FPD
 Braidwood PD
 Braidwood FPD
 Wilmington PD
 Wilmington FPD

JOLIET
 Joliet PD
 Joliet FD

LINCOLNWAY
 East Joliet FPD
 Frankfort PD
 Frankfort FPD
 Manhattan PD
 Manhattan FPD
 Mokena PD
 Mokena FPD
 New Lenox PD
 New Lenox FPD

ROMEOVILLE
 Romeoville PD
 Romeoville FD (2010)

WCSO
 Will County Sheriff
 Elwood PD
 Rockdale PD