



POLICE DEPARTMENT

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MEMORANDUM

Date: October 7, 2024

To: Dorothy Wisniewski, City Manager

From: David Anderson, Chief of Police 

Subject: Wind-down and Termination Agreement for the Wheeling Des Plaines Joint Emergency Telephone Systems Board and Dispatch Services Partnership

Issue: Resolution R-208-23 was approved by the City Council on November 6, 2023, approving an intergovernmental agreement with Cook County and the Cook County Sheriff's Office for dispatch services. With the change of police dispatch centers in the near future, a wind-down and termination agreement is needed between the City of Des Plaines and the Village of Wheeling.

Analysis: In accordance with the requirements of the Illinois Emergency Telephone System Act, the City of Des Plaines and Village of Wheeling entered into an intergovernmental agreement, dated April 30, 2017, establishing a joint emergency telephone system board (JETSBS) to serve both communities. Pursuant to the terms of the JETSBS Agreement, Des Plaines and Wheeling authorized the JETSBS to be capable of receiving 911 surcharge revenues distributed by the State of Illinois, and expense those funds for the maintenance and operation of the enhanced 911 system.

The Village of Wheeling operates a full-service emergency dispatch center, which has provided the City of Des Plaines with general 911 emergency call answering and police emergency dispatch services. In December of 2024, the City of Des Plaines will be moving emergency dispatch services to the Cook County Sheriff's Police 911 Center and will join the Cook County Emergency Telephone System Board. Due to this change, the City of Des Plaines and the Village of Wheeling now desire to enter into a final agreement to provide for the orderly dissolution of the JETSBS, the division of all JETSBS property and assets, and the allocation and remittance of State 911 surcharge disbursements until the migration is complete.

Recommendation: Staff recommends that the City Council approve the wind-down termination agreement for the Wheeling Des Plaines Joint Emergency Telephone Systems Board and Dispatch Services Partnership.

Attachments

Resolution R-178-24

Exhibit A– Wind-down and Termination Agreement

CITY OF DES PLAINES

RESOLUTION R - 178 - 24

A RESOLUTION APPROVING A WIND-DOWN AND TERMINATION AGREEMENT FOR THE WHEELING DES PLAINES JOINT EMERGENCY TELEPHONE SYSTEMS BOARD AND DISPATCH SERVICES PARTNERSHIP.

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government, including the power to 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, The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, the City of Des Plaines (“*Des Plaines*”) and the Village of Wheeling (“*Wheeling*”) are home rule units of local government; and

WHEREAS, in accordance with the requirements of the Illinois Emergency Telephone System Act, 50 ILCS 750/0.01, *et seq.* (“*Act*”), Wheeling and Des Plaines entered into an intergovernmental agreement, dated April 30, 2017, establishing a joint emergency telephone system board (“*JETSB*”) to serve both communities; and

WHEREAS, at the direction of the Statewide 9-1-1 Administrator, the Wheeling and Des Plaines subsequently entered into an Amended and Restated Intergovernmental Agreement dated as of July 17, 2017 which replaced the original agreement in its entirety (“*JETSB Agreement*”); and

WHEREAS, pursuant to the terms of the JETSB Agreement, the requirements of the Act, and the authority granted by order of the Statewide 9-1-1 Administrator in Case No. 16-C-155, the Parties were authorized to establish a JETSB capable of receiving 9-1-1 surcharge revenues and proportional grant funds distributed by the State of Illinois and expend these funds for the maintenance and operation of the Parties’ enhanced 9-1-1 system (“*System*”); and

WHEREAS, the JETSB Agreement was subsequently amended in 2018 and again in 2021 to alter the composition of the membership of the JETSB to (i) include a representative the Public Safety Answering Point (“*PSAP*”) as a member the JETSB (“*First Amendment*”) and (ii) to appoint additional members to the JETSB in order to meet the “Public Member” requirement of the Act (“*Second Amendment*”); and

WHEREAS, Wheeling operates a full-service emergency dispatch center at 1 Community Blvd, Wheeling, Illinois, 60090 ("*Dispatch Center*"), which has provided the Parties with general 9-1-1 emergency call answering and emergency dispatch services pursuant to an Emergency Dispatch Services Agreement ("*Dispatch Agreement*") originally executed in 2014 and renewed through December of 2024; and

WHEREAS, Wheeling and Des Plaines now seek to terminate the JETSB Agreement, dissolve the JETSB, cease operations of the Dispatch Center, and migrate to separate PSAPs operated by other agencies; and

WHEREAS, Des Plaines intends to join the Cook County Emergency Telephone System Board ("*CCETSB*") and commence receiving emergency call answering and dispatching services from the Cook County Sheriff's Police 911 Center PSAP ("*Cook County Dispatch*"); and

WHEREAS, Wheeling intends to join the Northwest Central 9-1-1 System ETSB ("*NWCJETSB*") and commence receiving emergency call answering and dispatching services from the Northwest Central Dispatch Center PSAP ("*NWCD*"); and

WHEREAS, Wheeling and Des Plaines now desire to enter into a final agreement to provide for the orderly dissolution of the JETSB, the division of all JETSB property and assets, and the allocation and remittance of state 911 surcharge disbursements through and until the migration is complete ("*Wind-Down and Termination Agreement*"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve an Wind-Down and Termination Agreement with the Village of Wheeling as set forth herein;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: APPROVAL. The City Council hereby approves the Wind-Down and Termination Agreement between the Village of Wheeling and the City of Des Plaines in substantially the form attached to this Resolution as *Exhibit A*, and in a final form and substance to be approved by the General Counsel.

SECTION 3: AUTHORIZATION. The City Council hereby authorizes and directs the following actions:

- A. Mayor and the City Clerk to execute and seal, on behalf of the City, the Wind-Down and Termination Agreement; and

B. The City’s representatives on the JETSB, including the Fire Chief, the Chief of Police, and the City’s Director of Finance, are authorized and directed to take such actions are necessary to dissolve the JETSB in accordance with the terms and conditions of the Wind-Down and Termination Agreement.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of _____, 2024.

APPROVED this ____ day of _____, 2024.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

**WIND-DOWN AND TERMINATION AGREEMENT FOR THE
WHEELING DES PLAINES JOINT EMERGENCY TELEPHONE SYSTEMS BOARD
AND DISPATCH SERVICES PARTNERSHIP**

THIS WIND-DOWN AND TERMINATION AGREEMENT is made as of the _____ day of _____, 2024, by and between the **VILLAGE OF WHEELING**, an Illinois home rule municipal corporation ("**Wheeling**") and the **CITY OF DES PLAINES**, an Illinois home rule municipal corporation ("**Des Plaines**").

NOW THEREFORE, in consideration of the mutual promises of the parties hereto made each to the other and other good and valuable consideration, Wheeling and Des Plaines hereby agree as follows:

Section 1. Background.

A. Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government such as Wheeling and Des Plaines, including the power to 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 to use their credit, revenues, and other resources to pay costs related to intergovernmental activities. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government.

B. Wheeling and Des Plaines are units of local government.

C. In accordance with the requirements of the Illinois Emergency Telephone System Act, 50 ILCS 750/0.01, *et seq.* ("**Act**"), Wheeling and Des Plaines entered into an intergovernmental agreement, dated April 30, 2017, establishing a joint emergency telephone system board ("**JETSB**") to serve both communities.

D. At the direction of the Statewide 9-1-1 Administrator, the Parties subsequently entered into an Amended and Restated Intergovernmental Agreement dated as of July 17, 2017 which replaced the original agreement in its entirety ("**JETSB Agreement**").

E. Pursuant to the terms of the JETSB Agreement, the requirements of the Act, and the authority granted by order of the Statewide 9-1-1 Administrator in Case No. 16-C-155, the Parties were authorized to establish a JETSB capable of receiving 9-1-1 surcharge revenues ("**Surcharges**") and proportional grant funds distributed by the State of Illinois (collectively, the "**Remittances**") and expend these funds for the maintenance and operation of the Parties' enhanced 9-1-1 system ("**System**").

F. The JETSB Agreement was subsequently amended in 2018 and again in 2021 to alter the composition of the membership of the JETSB to (i) include a representative the Public Safety Answering Point (“**PSAP**”) as a member the JETSB (“**First Amendment**”) and (ii) to appoint additional members to the JETSB in order to meet the “Public Member” requirement of the Act (“**Second Amendment**”). The JETSB Agreement, the First Amendment, and the Second Amendment, shall hereinafter be collectively referred to as the “**Amended JETSB Agreement**”.

G. Wheeling operates a full-service emergency dispatch center at 1 Community Blvd, Wheeling, Illinois, 60090 (“**Dispatch Center**”), which has provided the Parties with general 9-1-1 emergency call answering and emergency dispatch services pursuant to an Emergency Dispatch Services Agreement (“**Dispatch Agreement**”) originally executed in 2014 and renewed through December of 2024.

H. The Parties now seek to terminate the JETSB Agreement, dissolve the JETSB, cease operations of the Dispatch Center, and migrate to separate PSAPs operated by other agencies.

I. Des Plaines intends to join the Cook County Emergency Telephone System Board (“**CCETSB**”) and commence receiving emergency call answering and dispatching services from the Cook County Sheriff’s Police 911 Center PSAP (“**Cook County Dispatch**”).

J. Wheeling intends to join the Northwest Central 9-1-1 System JETSB (“**NWCJETSB**”) and commence receiving emergency call answering and dispatching services from the Northwest Central Dispatch Center PSAP (“**NWCD**”).

K. The CCETSB and NWCJETSB are hereinafter referred to individually and collectively as the “**Receiving Boards**”. Cook County Dispatch and NWCD are hereinafter referred to individually and collectively as the “**Receiving PSAPs**”.

L. The Parties now desire to enter into a final agreement to provide for the orderly dissolution of the JETSB, the division of all JETSB property and assets, and the allocation and remittance of state 911 surcharge disbursements through and until the migration is complete. Upon completion of the obligations set forth in this Wind-Down and Termination Agreement, all obligations between the parties under the JETSB Agreement and the Dispatch Agreement shall be of no further force and effect.

Section 2. Migration to Receiving Boards and Receiving PSAPs.

A. Timing. The Parties intend to complete their migration to their respective Receiving Boards and Receiving PSAPs within the following timelines:

1. Des Plaines: Des Plaines intends to migrate to CCETSB and begin receiving call answering and police dispatching services from Cook County Dispatch no later than December 3, 2024. Des Plaines will continue to

receive fire and EMS dispatching services from the Regional Emergency Dispatch Center. Cook County Dispatch will forward all calls for fire and EMS services to RED Center.

2. Wheeling: Wheeling intends to migrate to NWCJETSBS and begin receiving call answering and public safety dispatching services from NWCD no later than January 9, 2025.

The date that each party commences receiving service from their respective Receiving PSAP shall be referred to as that Party's "**Migration Date**".

B. Cooperation. The Parties agree to cooperate and collaborate to facilitate each party's migration to their respective Receiving Board and their respective Receiving PSAP.

Section 3. Allocation of Liabilities and Ownership of JETSBS Assets.

A. Final Payments of Fee for Dispatch Services. Des Plaines acknowledges that the total Dispatching Fee owed to Wheeling for calendar year 2024 is \$2,580,948.00. The prorated fee for calendar year 2004 due and owing through December 2, 2024, assuming Des Plaines migrates to CCETSBS in accordance with the dates set forth in Section 2(A)(1), is \$2,379,745.00. Wheeling estimates Des Plaines eleven-month Surcharge revenue for 2024 for January 1, 2024 through November 30, 2024 to be \$1,565,000.00 ("Estimated Surcharge Revenue"). After receipt of the Estimated Surcharge Revenue, Wheeling estimates the remaining Des Plaines' Dispatching Fee owed to Wheeling under the Dispatch Agreement for 2024 to be \$814,745.06. As of the Effective Date of this Agreement, Wheeling acknowledges that Des Plaines has remitted a payment of the Fee for Dispatch Services for Q1 of 2024 required pursuant to Section 3A of the Dispatch Agreement to Wheeling, in the amount of \$645,237.00. Wheeling will bill Des Plaines \$169,508.06 for the second quarter of 2024 and will apply all Surcharges received by the JETSBS throughout calendar year 2024 attributable to Des Plaines against Des Plaines's remaining payment obligations under the Dispatch Agreement. In the event that the Surcharges attributable to Des Plaines received by the JETSBS are not sufficient to pay for the entirety of Des Plaines' obligations under the Dispatch Agreement, Wheeling will endeavor to invoice Des Plaines for any remaining amount due no later than March 31, 2025, which invoice will be paid by Des Plaines no later than forty-five days after receipt.

B. Personal Property. All equipment, computers, electronics, furniture and fixtures located in the Dispatch Center ("**Personal Property**") are, and shall remain, the personal property of Wheeling. Des Plaines waives and releases any and all claims, liens, or other rights it may have in the Personal Property.

C. Surplus Surcharge Funds. The Parties do not expect any surplus monies to remain in the JETSBS Surcharge Fund upon the dissolution of the JETSBS. In the event that any surplus monies remain in the JETSBS Surcharge Fund after April 1, 2025,

Wheeling, provided Des Plaines has no outstanding obligations arising out of the Dispatch Agreement, will cause any Surcharges attributable to Des Plaines to be remitted to the CCETSB.

D. Software and Service Charges. Wheeling will not, and may not, make any claims against Des Plaines for costs arising from contracts for vendor services or software as a service (SaaS) agreement associated with the operation of the Dispatch Center.

E. No Obligations Regarding Dispatch Center Employees. Wheeling will not, and may not, make any claims against Des Plaines for severance or unemployment insurance of any employee of Wheeling whose employment was terminated as a result of the closure of the Dispatch Center.

Section 4. Surcharge Distributions.

A. Acknowledgement of Lagging Surcharge Distribution. The Parties acknowledge and agree that the State of Illinois distributes Surcharges on a delayed schedule with an approximate three-month period between collection of the Surcharges from customers and the date of distribution to the appropriate ETSB. Due to this delayed schedule, it is possible that Surcharges attributable to each Party may be distributed to the JETSB after their respective Migration Dates. The Parties acknowledge and agree that, provided there are no outstanding financial obligations associated with or arising out of the Dispatch Center after both Party's Migration Dates, any Surcharges distributed after the Migration Dates should be remitted to the respective Party's Receiving Boards.

B. The Parties agree to take the following actions to prevent or address any Surcharge distributions that occur after either Party's Migration Date:

1. To notify the Statewide 9-1-1 Administrator that, upon their respective Migration Dates, all further Surcharge distributions should be directed to the Receiving Board, regardless of the date of collection of the Surcharge.
2. If any Surcharges attributable to Des Plaines are distributed to the JETSB after Des Plaines' Migration Date but prior to Wheeling's Migration Date and the dissolution of the JETSB, Wheeling will promptly remit such surcharges to the CCETSB.

Section 5. Access to Records Management System (RMS).

A. Existing Records Management System. The Parties currently jointly maintain a Records Management System (RMS) that provides for the storage, retrieval, retention, manipulation, archiving, and viewing of information, records, documents, and files pertaining to the Parties' law enforcement operations. The Parties' existing RMS system is provided and maintained by CentralSquare.

B. Post-Migration. Des Plaines will continue to utilize CentralSquare's RMS after its

migration to Cook County Dispatch under a license issued exclusively to Des Plaines and will migrate its records to CentralSquare's cloud solution. After its Migration Date, Wheeling will continue its use of CentralSquare's RMS under a license issued exclusively to Wheeling. No later than Des Plaines' Migration date, Wheeling will provide Des Plaines with an electronic copy of its dispatch related Records Management System (RMS) archive data in a native usable format. In the event that the copy of the dispatch related RMS archive data is unreadable or corrupted, Wheeling will take all necessary actions to provide a readable and complete copy to Des Plaines. The parties agree to work cooperatively and to seek alternative solutions should any technical difficulties be encountered by Wheeling in providing Des Plaines with the RMS archive data on a timely basis. To the extent Wheeling incurs outside costs in providing the RMS archive data to Des Plaines, Des Plaines shall be responsible for the payment of any additional costs. Wheeling will provide Des Plaines with a breakdown of any such additional costs before the costs are incurred and Des Plaines will provide Wheeling with advance payment for any such additional cost.

Section 6. Legal Effect; Mutual Release and Waiver of Claims.

A. Upon the satisfaction of all Parties' obligations under this Wind-Down and Termination Agreement, both the Amended JETSB Agreement and the Dispatch Agreement shall be considered terminated and of no further force and effect.

B. Upon the satisfaction of all Parties' obligations under this Wind-Down and Termination Agreement, the Parties shall each waive, release, and disclaim any claims, of any nature whether in law or equity, against the other Party associated with or arising from the operation of the Dispatch Center, the provision of the dispatch services by Wheeling, and the operation and dissolution of the JETSB.

Section 7. Remedy.

The Parties agree that their sole and exclusive remedy under this Agreement shall be to seek specific performance of the obligations set forth herein.

Section 8. General Provisions.

A. Notices. Notices or other writings which any Party is required to or may wish to serve upon the Parties shall be delivered personally, or sent registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Wheeling:
Village of Wheeling
2 Community Boulevard
Wheeling, Illinois 60090
Attention: Village Manager and
Police Chief
Fax: 847459-9692

If to Des Plaines:
City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016
Attn: Dorothy Wisniewski,
City Manager
DWisniewski@desplainesil.gov

Additionally, the Parties may agree to serve notices or other writings via email at addresses designated for service by each Party.

B. Entire Agreement. This Agreement contains the entire agreement or understanding between the Parties, and it supersedes any prior understandings or written or oral agreements between them regarding the subject matter of this Agreement.

C. No Waiver of Rights. The failure of any Party to insist upon strict performance of any of the terms of this Agreement, or to exercise any of its rights hereunder, shall not waive such rights and such Party shall have the right to enforce all such rights at any time.

D. Choice of Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, and any court proceedings between the Parties hereto shall be brought in the Circuit Court of Cook County, Illinois.

E. Failure of Performance. If a Party materially fails to perform its obligations under this Agreement, as determined by the Circuit Court of Cook County, Illinois, then any other Party may obtain a court order compelling performance of the defaulting party.

F. Term of the Agreement. This Agreement shall commence on the Effective Date and will terminate no later than March 31, 2025.

G. Indemnification. To the fullest extent permitted by law, the Parties agree to indemnify, defend and hold harmless one another and their respective directors, administrators, officers, agents, employees, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including, without limitation, court costs and attorneys' fees) for claims, demands, actions, suits, proceedings, judgments and settlements arising out of or in any way relating to or occurring in connection with the implementation of this Agreement and the actions each Party will be obligated to take in accord with this Agreement.

H. Amendments to the Agreement. Any amendments to this Agreement must be made and approved in writing by the Parties.

J. Counterparts. This Agreement may be simultaneously executed in counterparts, each of which so executed shall be deemed to be original, and such counterparts together shall constitute one and the same instrument.

K. Approval of the Agreement. The execution of the Agreement is subject to the approval of the corporate authorities of each of the Parties.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed and attested to as of the day and year first above written.

VILLAGE OF WHEELING

CITY OF DES PLAINES

By: _____
Village President

By: _____
Mayor

Attest: _____
Village Clerk

Attest: _____
City Clerk