

VILLAGE OF BRADLEY

---

RESOLUTION NO. R-2-20-3

**A RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT  
(Kankakee County Emergency Telephone System Board)**

---

ADOPTED BY THE  
BOARD OF TRUSTEES OF THE  
VILLAGE OF BRADLEY

THIS 24<sup>th</sup> DAY OF February, 2020

---

Published in pamphlet form by the order and authority of the Board of Trustees of the Village of Bradley, Kankakee County, Illinois, this 24<sup>th</sup> day of February, 2020.

**RESOLUTION NO. R-2-20-3**

**A RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT  
(Kankakee County Emergency Telephone System Board)**

---

**WHEREAS**, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 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**, Section 220/5 of the Intergovernmental Cooperation Act (5 ILCS 200/5) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service which any of the public agencies is authorized by law to perform, provided the contract is authorized by the governing body of each party to the contract; and

**WHEREAS**, the Kankakee County Communication Center (“KanComm”) provides dispatching services for emergency calls; and

**WHEREAS**, the Village believes it is in the best interest of the Village and Community to have KanComm take over dispatching services for the Village of Bradley; and

**WHEREAS**, the corporate authorities find it is in the best interest of the Village of Bradley to enter into the attached Intergovernmental Agreement with Kankakee County Emergency Telephone System Board.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, BY AND PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:**

**SECTION 1.** The Village President and Board of Trustees hereby find that all of the recitals contained in the preamble to this Resolution are true, correct and complete and are hereby incorporated by reference thereto and made a part hereof.

**SECTION 2.** The attached Intergovernmental Agreement is hereby approved, and the Acting Village President is authorized to execute said Intergovernmental Agreements on behalf of the Village of Bradley.

**SECTION 3.** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

**PASSED** by the Board of Trustees on a roll call vote on the 24<sup>th</sup> day of Feb., 2020.

**TRUSTEES:**

ROBERT REDMOND	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
MICHAEL WATSON	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
RYAN LEBRAN	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
BRIAN BILLINGSLEY	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
DARREN WESTPHAL	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
BRIAN TIERI	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>

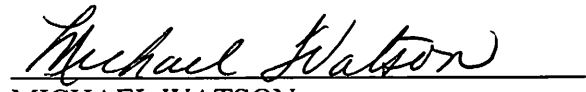
**ACTING VILLAGE PRESIDENT:**

MICHAEL WATSON            Non-Voting -

**TOTALS:**                    Aye - 6    Nay - 0    Absent - 0

  
\_\_\_\_\_  
JULIE TAMBLING, VILLAGE CLERK

APPROVED this 21<sup>st</sup> day of February, 2019.

  
\_\_\_\_\_  
MICHAEL WATSON,  
ACTING VILLAGE PRESIDENT

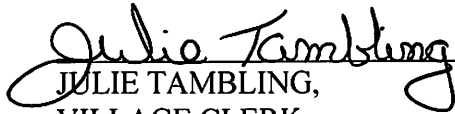
**ATTEST:**

  
\_\_\_\_\_  
JULIE TAMBLING, VILLAGE CLERK

STATE OF ILLINOIS        )  
                                      )  
COUNTY OF KANKAKEE    )        §§

I, JULIE TAMBLING, Village Clerk for the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number R-2-20-3 "A RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT (Kankakee County Communication Center)" which was adopted by the Village President and Board of Trustees at a meeting held on the 24<sup>th</sup> day of February, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 24<sup>th</sup> day of February, 2020.

  
\_\_\_\_\_  
JULIE TAMBLING,  
VILLAGE CLERK

(SEAL)



**INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
KANKAKEE COUNTY EMERGENCY TELEPHONE SYSTEM BOARD  
AND THE VILLAGE OF BRADLEY CONCERNING  
DISPATCH SERVICES FROM KANCOMM**

This agreement ("Agreement") is made and entered on the latest date shown for a signature on the signature page hereof ("Effective Date"), between the KANKAKEE COUNTY EMERGENCY TELEPHONE SYSTEM BOARD, Kankakee County, Illinois (the "ETSB") and the VILLAGE OF BRADLEY, Illinois municipal corporation (the "Village"). Collectively the ETSB and the Village shall be referred to as the "Parties" and individually as a "Party".

**WHEREAS**, This Agreement is authorized by and entered into by virtue of the provisions of Article VII, Section 10 of the Illinois Constitution and the *Illinois Intergovernmental Cooperation Act*, 5 ILCS 220/1 *et seq.*; and

**WHEREAS**, the Village of Bradley is a non-home rule Illinois municipal corporation; and

**WHEREAS**, the ETSB is a unit of local government established pursuant to the terms of the Emergency Telephone System Act, 50 ILCS 750/15.4; and

**WHEREAS**, the ETSB, the City of Kankakee and the Kankakee County created a county-wide coordinated public safety communications system located in Kankakee County, known as KanComm, by Intergovernmental Agreement dated 4 April 2002.

**WHEREAS**, the ETSB is authorized by the 4 April 2002 Intergovernmental Agreement to enter into contracts to provide dispatch or other services to such other agencies or entities consistent with the purposes of the joint communication system; and

**WHEREAS**, "Public safety answering point" or "PSAP" means the initial answering location of an emergency call as defined in 50 Ill. Comp. Stat. Ann. 750/2.

**WHEREAS**, The State of Illinois has passed Public Act 99-0006 which requires that public safety dispatch centers be consolidated; and

**WHEREAS**, The Village desires to maintain a high level of emergency dispatching services that its own dispatchers (telecommunicators) have given to the Village; and

**WHEREAS**, the Village in order to ensure that it is providing a high level of dispatch services to the residents of the Village of Bradley and to use Village resources in the most economical manner is entering into this Intergovernmental Agreement with the ETSB for KanComm dispatching services.

**NOW THEREFORE**, subject to the terms and conditions set forth herein, and in consideration of the recitals, covenants, and undertakings contained herein, the Village and the ETSB mutually agree as follows:

**Section 1. Recitals.** The foregoing recitals are by this reference incorporated herein and made apart hereof as if fully set forth here in this Section 1.

**Section 2. Services Provided by the ETSB.** The ETSB hereby agrees that it shall be the PSAP for the VILLAGE. In particular, ETSB shall at a minimum provide to VILLAGE, hereafter collectively referred

to as the "Dispatcher Services", the following:

- (a) accept and promptly transmit to the appropriate agency all emergency calls for police, fire, ambulance and other emergency services and activate sirens, alarms and other emergency signals as necessary;
- (b) The ETSB additionally agrees that the VILLAGE shall use a call box type device at its police department, and the ETSB shall monitor that call box and inform the VILLAGE Police Department when services are requested by any person at that call box.
- (c) serve as the PSAP for the VILLAGE, using equipment, systems and procedures which comply with all applicable laws;
- (d) accept and promptly transmit to the appropriate person or agency all calls to the main telephone number of the Bradley Police Department, (815) \_\_\_\_\_, including both emergency and non-emergency calls, according to the highest priority to calls for emergency services;
- (e) monitor radio traffic on both emergency and non-emergency frequencies, and receive and transmit, as appropriate, radio calls from field units;
- (f) obtain emergency look-ups when requested by VILLAGE police, including warrant checks, NCIC/SCIC information, motor vehicle and driver information, and other look-ups;
- (g) provide a centralized point for command and control during emergency situations;
- (h) maintain written operating procedures for receiving and responding to all calls and provide to VILLAGE, through its Chief of Police, written notice of all changes in these procedures;
- (i) maintain a log of all calls received and dispatched;
- (j) furnish regular reports of activities, through the Chief of Police.

The ETSB shall provide Dispatcher Services continuously, 24 hours a day, seven days a week, including all State of Illinois and federal holidays; provided, however, that Dispatcher Services shall be provided to VILLAGE to the extent possible utilizing the ETSB's dispatcher personnel and equipment. In the event of immediate, overlapping needs for Dispatcher Services, the calls, when possible, shall have priority in accordance with the seriousness of the service requested. The term "priority" shall have the meaning determined by the ETSB.

**Section 3. Bradley Dispatchers (Telecommunicators).** The VILLAGE currently employs full time Dispatchers (Telecommunicators), and is a party to a collective bargaining agreement with the Fraternal Order of Police for the services of said Dispatchers. The ETSB agrees that it shall offer each of the full-time current Bradley Dispatchers full time employment as a dispatcher at KanComm under their existing Fraternal Order of Police collective bargaining agreement. Said employment to begin when the VILLAGE closes its dispatching services, estimated to be April 1, 2020. Bradley Dispatchers time of service with the VILLAGE shall be used in computing their starting pay with KanComm, all other terms of the existing KanComm Collective Bargaining Agreement shall control.

**Section 4. Dispatcher Services Disruption or Failure: Waiver.** If Dispatcher Services are disrupted or fail for any reason, the ETSB shall notify VILLAGE of such disruption as soon as practicable and shall inform VILLAGE of the nature or failure as well as the expected length of time before Dispatcher Services will be restored. The ETSB also shall notify VILLAGE as soon as Dispatcher Services are restored. VILLAGE thereby waives and releases any and all claims for causes of action against the ETSB for costs, fees, claims or

expenses incurred by VILLAGE that arise out of or relate in any way to such disruption or failure of Dispatcher Services.

**Section 5. Equipment and Property.** Each party to this agreement shall continue to be responsible for the equipment installed and property at their respective locations. Any modifications to existing equipment or other equipment and costs necessary to come on-line for the Dispatcher Services shall be the responsibility of ETSB, the VILLAGE shall only be responsible for payments as required by Exhibit "A" and nothing further. Any equipment installed on the premises of the ETSB necessary to the provision of the Dispatcher Services shall become the property of the ETSB. Bradley currently owns radio and other equipment which equipment and the ownership thereof shall be transferred to the ETSB. A schedule of the equipment to be transferred is attached to this Agreement as EXHIBIT B.

**Section 6. Payment.** VILLAGE thereby agrees to pay the ETSB, for all Dispatcher Services provided by the ETSB a sum to be determined annually by the ETSB according to Exhibit "A".

**Section 7. Time for Payment.** VILLAGE shall pay to the ETSB, on a monthly basis, its respective fee for each year during the term of this agreement. The first installment shall be paid by VILLAGE to the ETSB on April 1, 2020 and monthly thereafter.

**Section 8. Effective Date; Term; Termination.** This Agreement shall commence on April 1, 2020 and shall remain in full force and effect until December 31, 2101 This agreement shall be renewed automatically thereafter, without additional actions of the Parties, for successive one- year terms unless written notice of cancellation of this agreement is received by the ETSB at least 180 days prior to the date of expiration of the current term of this Agreement. VILLAGE may terminate this agreement at any time by written notice of such termination received by the ETSB at least 180 days in advance of the date of termination or within 30 days of written notice to ETSB of its failure to provide contract Services. The ETSB may terminate this agreement upon 180 days' notice to VILLAGE or upon the failure of VILLAGE to make the payments required pursuant to Section 5 of this agreement within 30 days after written notice from the ETSB of the overdue amount. In the event that VILLAGE staffing drops to a point that is deemed unacceptable in the opinion of the VILLAGE Chief of Police prior to the April 1, 2020 commencement date, the ETSB shall begin dispatching services under this agreement within twenty-four (24) hours written notice from the VILLAGE.

**Section 9. Policies.** The ETSB shall promulgate, from time to time, as needed, operational rules and procedures for the provisions of Dispatcher Services pursuant to this agreement and make recommendations on the budget to be established from time to time by The ETSB to cover the costs of Dispatcher Services.

**Section 10. Enforcement.** The parties hereto may, in law or in equity, by suit, action, mandamus, or any other proceeding including without limitation, specific performance, enforce or compel the performance of this agreement; provided, however, that VILLAGE agrees that it shall not seek, and does not under any circumstances have the right to seek, to recover any judgment for monetary damages against the ETSB or any ETSB elected or appointed officials, agents, representatives, attorneys, or employees on account of the negotiation, execution, performance, or breach of any of the terms or conditions of this agreement, except only against the ETSB in the event of a willful and malicious failure and refusal by the ETSB to provide Dispatcher Services in accordance with the terms of this agreement.

In the event of judicial proceeding brought by any of the parties to this agreement against any other party for enforcement or for breach of any provision of this agreement, the prevailing party in such judicial proceeding shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorney's fees, incurred in connection with such judicial proceeding. However, in no event shall VILLAGE's accumulative liability exceed its unpaid annual fees and reasonable costs and fees for collection of same.

**Section 11. Indemnity.** The ETSB agrees to hold harmless, indemnify and defend VILLAGE from any and all claims, demands, liabilities, and suits in law or in equity that may arise from or out of the ETSB's performance of this agreement. VILLAGE agrees to hold harmless indemnify and defend the ETSB from any and all claims, demands, liabilities and suits in law or in equity that may arise from or out of the provision of the Dispatcher Services, or VILLAGE's performance of this agreement.

**Section 12. Appropriations.** The ETSB agrees to appropriate annually such funds as may be reasonably necessary to provide Dispatcher Services pursuant to this agreement. VILLAGE agrees to appropriate annually all funds required to make payments to the ETSB pursuant to this agreement.

**Section 13. Amendments; Waivers.** This agreement and the rights created by this agreement may not be amended, modified, or waived in any respect except by written agreement expressly referring to this agreement and duly and validly authorized, executed, and delivered by all of the parties hereto.

**Section 14. Notices.** All notices and other communications in connection with this agreement shall be in writing and shall be deemed delivered to the addresses thereof when delivered in person at the address set forth below or three business days after deposit thereof in any main or branch United States Post Office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties, respectively, as follows:

For notices and communications to the ETSB:

Kankakee County Emergency Telephone System Board 9-1-1 Coordinator  
2380 West Station Street Kankakee, Illinois 60901

For notices and communications to the VILLAGE:

Village President  
Village of Bradley  
Bradley, Illinois 60914

**With a copy to:**

Village Attorney Jeffrey Taylor  
Spesia & Taylor  
1415 Black Road  
Joliet, IL 60435



**Section 15. Applicable Law and Jurisdiction.** This Agreement shall be interpreted and controlled by the laws of the State of Illinois and the Ordinances of the Village of Bradley, Kankakee County, Illinois. The Parties agree that any and all lawsuits, causes of action, discovery actions, arbitrations and other enforcement actions shall occur in the 21<sup>st</sup> Judicial Circuit, Kankakee, Illinois.

**Section 16. Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

**Section 17. Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto. There are no representations, warranties, covenants or agreements unless expressed in writing herein or by written modification pursuant to Section 13 hereof.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURE PAGE AND EXHIBIT "A" TO IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be executed by proper officers duly authorized as of the Effective Date set forth beneath the signatures.

KANKAKEE COUNTY ETSB

VILLAGE OF BRADLEY, ILLINOIS

By: \_\_\_\_\_  
Its President

Michael Watson  
Village President

Attest: \_\_\_\_\_  
Its Secretary

Attest: Julio Tambling  
Village Clerk

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**Exhibit "A"**  
**PAYMENT FORMULA**

**VILLAGE shall pay for Dispatching Services as follows:**

- 1. Effective Date of this agreement through November 30, 2020 gross monthly payments of \$49,250.00 (This payment has been calculated based upon six (6) dedicated dispatchers.)**
- 2. Each successive fiscal year after November 30, 2020 the ETSB shall be allowed to increase the required payments from the VILLAGE by no more than four percent (4%) per year with sixty (60) days written notice prior to said increase becoming effective.**