

**WIND-DOWN AND TERMINATION AGREEMENT FOR THE
VERNON HILLS, LIBERTYVILLE, AND COUNTRYSIDE JOINT EMERGENCY
TELEPHONE SYSTEMS BOARD**

Countryside Resolution 25-R-01

THIS WIND-DOWN AND TERMINATION AGREEMENT is made as of the _____ day of _____, 2025, between and among the **VILLAGE OF VERNON HILLS**, an Illinois home rule municipal corporation ("**Vernon Hills**"), the **VILLAGE OF LIBERTYVILLE**, an Illinois municipal corporation ("**Libertyville**"), and the **COUNTRYSIDE FIRE PROTECTION DISTRICT**, an Illinois fire protection district ("**Countryside**") (collectively, the "**Parties**").

NOW THEREFORE, in consideration of the mutual promises of the parties hereto made each other and other good and valuable consideration, the Parties 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, 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. Each of the Parties is a unit of local government.

C. In accordance with the requirements of the Illinois Emergency Telephone System Act, 50 ILCS 750/0.01, *et seq.* ("**Act**"), the Parties, and the Village of Lincolnshire ("**Lincolnshire**"), entered into an intergovernmental agreement, dated November 1, 2016 ("**JETSB Agreement**"), establishing a joint emergency telephone system board ("**JETSB**").

D. 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-172, 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**").

E. Effective July 31, 2019, pursuant to Section 8.D of the JETSB Agreement, Lincolnshire withdrew from the JETSB.

F. Vernon Hills and Countryside jointly operate a full-service emergency dispatch center located at 740 Lakeview Parkway, Vernon Hills, Illinois, 60061 ("**Dispatch Center**"), which has provided the Parties with general 9-1-1 emergency call answering and emergency dispatch services pursuant to a separate Dispatch Services Agreement dated April 13, 2021 ("**Dispatch Agreement**").

G. The Parties now seek to terminate the JETSB Agreement and dissolve the JETSB.

H. Vernon Hills intends to join the Lake Consolidated Emergency Communications Center ("**LakeComm**"). In connection therewith, Vernon Hills intends to join the JETSB of Lake County ("**Lake JETSB**") and commence receiving emergency call answering and dispatching services from the LakeComm Public Safety Answering Point ("**PSAP**").

I. Countryside intends to join LakeComm and the Lake JETSB and commence receiving emergency call answering and dispatching services from the LakeComm PSAP.

J. Libertyville intends to join the Village of Glenview Joint Emergency Telephone System Board ("**Glenview JETSB**") and commence receiving emergency call answering and dispatching services from the Village of Glenview PSAP ("**Glenview Dispatch**").

K. The Lake JETSB and the Glenview JETSB are hereinafter referred to individually and collectively as the "**Receiving Boards**". LakeComm and Glenview Dispatch 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 will 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. Vernon Hills: Vernon Hills intends to migrate to Lake JETSB and begin receiving emergency call answering and public safety dispatching services from the LakeComm PSAP no later than September 01, 2025.
2. Countryside: Countryside intends to migrate to Lake JETSB and begin receiving emergency call answering and public safety

dispatching services from the LakeComm PSAP no later than September 01, 2025.

3. Libertyville: Libertyville intends to migrate to Glenview JETSB and begin receiving emergency call answering and dispatching services from Glenview Dispatch no later than June 30, 2025.

The date that each party commences receiving service from their respective Receiving PSAP is 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 JETSB Assets.

A. Personal Property. All equipment, computers, electronics, furniture and fixtures located in the Dispatch Center ("**Personal Property**") are, and will remain, the personal property of Vernon Hills and Countryside. Libertyville waives and releases any and all claims, liens, or other rights it may have in the Personal Property.

B. Surplus Surcharge Funds. After all payments due and owing under the Dispatch Agreement have been paid by the parties, Vernon Hills must distribute any surplus monies that remain in the JETSB Surcharge Fund after September 1, 2025 in accordance with Sections 7 and 8.E of the JETSB Agreement.

C. Software and Service Charges. Vernon Hills will not, and may not, make any claims against Libertyville or Countryside for costs arising from contracts for vendor services or software as a service (SaaS) agreement associated with the operation of the Dispatch Center. Vernon Hills will continue to assess the costs that are included in the current Dispatch Agreement and included in the regular invoices sent to Libertyville which will continue to be assessed upon Libertyville until the date Libertyville begins receiving dispatch services from Glenview and no longer is receiving dispatch services from Vernon Hills and Countryside.

D. No Obligations Regarding Dispatch Center Employees. Vernon Hills will not, and may not, make any claims against Libertyville or Countryside for severance or unemployment insurance of any employee of Vernon Hills 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 Libertyville are distributed to the JETSB after Libertyville's Migration Date but prior to Vernon Hills' Migration Date and the dissolution of the JETSB, Vernon Hills will promptly remit such surcharges to the Glenview JETSB.

Section 5. 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 JETSB Agreement and the Dispatch Agreement will be considered terminated and of no further force and effect.

B. Effective upon the satisfaction of all Parties' obligations under this Wind-Down and Termination Agreement, the Parties each hereby waives, releases, and disclaims 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 Vernon Hills, and the operation and dissolution of the JETSB.

Section 6. Remedy.

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

Section 7. General Provisions.

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

If to Vernon Hills:

Village of Vernon Hills
290 Evergreen Drive
Vernon Hills, Illinois 60061
Attn: Village Manager
Email: KevinT@vhills.org

If to Libertyville:

Village of Libertyville
118 W. Cook Ave.
Libertyville, IL 60048
Attn: Village Administrator
Email: _____

If to Countryside:

Countryside Fire Protection District
600 N. Deerpath Drive
Vernon Hills, Illinois 60061
Attn: Fire Chief
Email: csmith@countrysidefire.com

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, does not and will not waive such rights and such Party will have the right to enforce all such rights at any time.

D. Choice of Law/Venue. This Agreement is to be governed by and construed in accordance with the laws of the State of Illinois, and any court proceedings between the Parties must be brought in the Circuit Court of Lake 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 commences on the Effective Date and will terminate no later than _____, 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.

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

J. 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 VERNON HILLS

VILLAGE OF LIBERTYVILLE

By: _____
Village President

By: _____
Village President

Attest: _____
Village Clerk

Attest: _____
Village Clerk

COUNTRYSIDE FIRE PROTECTION DISTRICT

By: 
Board President

Attest: 
Board Secretary

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VILLAGE OF VERNON HILLS

By: _____
Village President

Attest: _____
Village Clerk

VILLAGE OF LIBERTYVILLE

By:  _____
Village President

Attest:  _____
Village Clerk

COUNTRYSIDE FIRE PROTECTION DISTRICT

By: _____
Board President

Attest: _____
Board Secretary