



PUBLIC SAFETY

October 10, 2016, 5:00 p.m.

**5:00 p.m. Public Safety Building Community Room
A G E N D A**

- I. Call to Order
- II. Quorum Determination
- III. Approval of minutes dated September 12, 2016
- IV. New Business
 - Mission Critical Partners Phase II Report Requester
Chief Van Hook
 - Governance Agreement O'Fallon/ Fairview Heights
PSAP Consolidation Chief Van Hook
- V. Old Business
 - Updated Emergency Operation Plan Chief Van Hook
 - Ordinance 37.15 - Emergency Services and Disaster
Agency Repeal Chief Van Hook
 - Ordinance 31.137 - Duties & Responsibilities of the
Director of Public Safety Chief Van Hook
- VI. Next Meeting – November 14, 2016
- VII. Adjournment

General Citizen Comments: The City of O'Fallon welcomes comments from our citizens. The Illinois Open Meetings Act provides an opportunity for citizens to speak at all committee and Board meetings. However, 5 ILCS 120/1 mandates that NO action shall be taken on matters not listed on the agenda. Please submit your name to the chairman and limit your comments so that anyone present has the opportunity to speak.



Public Safety Committee Minutes
September 13, 2016 5:00 p.m.

Minutes of a regular meeting of the Public Safety Committee of the City of O'Fallon, held in the Community Room, Public Safety Building, 285 N. Seven Hills Road, O'Fallon, Illinois, September 13, 2016. Call to order 5:00 p.m.

ROLL CALL:

Members Present: Hagarty, Drolet, Kueker, Roach, Smallheer, Marsh
Members Not Present:
Staff Liaison: Chief Van Hook - OPD, Chief Brent Saunders - OFD
Other Aldermen Present Albrecht, Garrish, Holden, McCoskey,
Other Persons Present Walter Denton – City Administrator; Pam Funk – Asst. City Administrator; Mary Jeanne Hutchison – Dir. Parks & Rec; James Cavins – OPD; Jeff Wild – EMS; Grant Litteken – Management Analyst; Jared Runyan – OPD; John West – SCC Board Dist. 15; Ron Zelms – Resident; Vern Malare – Resident; Charlie Pitts – Resident; Misty McDonald - OPD
Media Persons Present: none

Acting Chairman Hagarty declared a quorum present and requested a Motion to approve the Minutes of August 8, 2016 Alderman Drolet made a Motion to accept the minutes of August 8, 2016 as presented and Alderman Smallheer seconded the Motion. All Ayes.

New Business

Item 1. Emergency Operation Plan – Chief Van Hook stated that the Emergency Operation Plan (EOP) we had was outdated and hadn't been looked over for the past seven years. Captain Cavins and Chief Saunders worked together and updated it. When reviewing the document, we learned that we were missing Intergovernmental agreements with the schools and ILEAS. We also learned that we needed to update Job Descriptions for the Director of Public Safety during an emergency situation. During our last two public safety meetings we have approved the Intergovernmental Agreements with the Schools and ILEAS. We now need to put together the ordinances for the remainder of the EOP

Action: Request to take to council for a vote to get an approval to accept the EOP as revised.

Motion: A motion was made by Alderman Smallheer to take to council for an approval to accept the EOP and seconded by Alderman Drolet. All ayes.

Disposition: Closed

Item 2. Ordinance 31.137 – Duties and Responsibilities of the Director of Public Safety – Chief Van Hook stated that this ordinance updated some of the duties and responsibilities of the Director of Public Safety during and emergency situation. Captain Cavins stated that when reviewing the EOP, it was apparent that we needed to change the duties and responsibilities for the Director of Public Safety. The written ordinance has not been provided, but Walter Denton expressed that the committee could vote to take this ordinance to city council meeting. Hearing that the committee decided to take a vote.

Action: Request to take to council for a vote to get an approval to accept the City Ordinance 31.137 Duties and Responsibilities of the Director of Public Safety.

Motion: A motion was made by Alderman Drolet to take to council for an approval accept the City Ordinance 31.137 Duties and Responsibilities of the Director of Public Safety and seconded by Alderman Kueker. All ayes.

Disposition: Closed

Item 3. Ordinance 37 – Civil Emergencies Repeal – Chief Van Hook stated ordinance 37 currently provides for processes and procedures to be undertaken in the event of a civil emergency or natural disaster. This ordinance was in need of revision in order to be compatible with the Illinois Administrative code. Ordinance 37 has been re-written and entitled Emergency Operations Procedures. The written ordinance has not been provided, but Walter Denton expressed that the committee could vote to take this ordinance to city council meeting. Hearing that the committee decided to take a vote.

Action: Request to take to council for a vote to get an approval to accept the City Ordinance 37.15 Emergency Services and Disaster Agency Repeal.

Motion: A motion was made by Alderman Drolet to take to council for an approval accept the City Ordinance 37.15 Emergency Services and Disaster Agency Repeal and seconded by Alderman Kueker. All ayes.

Disposition: Closed

Item 4. Update on EMS Quick Response Vehicle (QRV) – When reviewing how we could improve our services to the citizens through EMS, we determined that we needed something to help reduce our amount of Mutual Aid calls. Now that we have a hospital directly in the backyard of citizens. We are educating the citizens as to the difference between arriving at the hospital on an ambulance and getting directly into an evaluation room versus driving to the hospital and having to wait for an evaluation room. It is also important to know that if a patient is in need of medication or proper treatment, our EMS can provide that medication/ treatment before the patient gets to the hospital. Our quick response vehicle has allowed us to get to the patient quicker and sometime treat the patient without a need to transport to the hospital. We have decreased our mutual aid calls by a total of 44 calls TY vs. LY. Our QRV has been so successful that the city of Highland wants to come and review our program. Alderman Roach asked how can response times be quicker than an ambulance? Because the vehicle is smaller we can stage the vehicle in various locations and it is easier to move around the traffic. Alderman McCoskey asked how the billing and insurance is being handled because if there is no transport, typically you can't bill insurance. O'Fallon EMS doesn't bill a patient unless they are transported.

Action: None

Motion: None

Disposition: Closed

Old Business

Acting Chairman Hagarty asked if anyone had any other New Business not on the Agenda. Alderman Drolet asked if we could cover the policy on panhandlers in the city of O'Fallon. Chief Van Hook stated that we do continue to write citations for violations of the city ordinance, but there isn't a punishment associated to ordinance violations. So the panhandlers continue to solicit. Acting Chairman Hagarty again asked if anyone had any

other New Business not on the Agenda, hearing no other new business, Acting Chairman Hagarty called for a Motion to adjourn. A Motion to adjourn was made by Alderman Smallheer and Alderwoman Marsh seconded the Motion. All ayes.

Meeting Adjourned:	5:26 p.m.
Next PS Meeting:	October 10, 2016 5:00 p.m.
Minutes Taken By:	Misty McDonald



PSAP Consolidation Planning

GOVERNANCE AND FUNDING

FINAL REPORT

SUBMITTED SEPTEMBER 2016 TO:
THE CITIES OF O'FALLON AND FAIRVIEW HEIGHTS, ILLINOIS



MissionCriticalPartners

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1. GOVERNANCE

The management and governance of a consolidated public safety answering point (PSAP) are separate issues. Management involves the day-to-day operations of the PSAP; in contrast, governance involves a higher level of oversight. Effective governance typically results in the following outcomes:

- Standardization of operations and equipment
- Improved quality and reliability of the 9-1-1 system
- Cost savings through the sharing of resources
- Standardization of services and customer expectations
- Funding leverage and accountability
- Purchasing power, plus improved and/or coordinated purchasing decisions
- Faster adoption of new technology
- Greater level of overall cooperation and coordination
- Increased response times
- Decreased loss of life and property

Public safety officials often are reluctant to embrace a consolidated emergency communications shared-services model. Mission Critical Partners, Inc. (MCP) understands that the City of O'Fallon (O'Fallon) and the City of Fairview Heights (Fairview Heights) public safety stakeholders have a strong operational relationship and a certain comfort level in terms of achieving a successful consolidation. Agencies often are challenged with a perceived loss of control of the agency's communication services under a consolidated system. While O'Fallon and Fairview Heights currently do not perceive such a loss of control, it is critical that governance be formalized to guard against this perception becoming reality.

Any governance structure needs to have the flexibility and scalability to accommodate future agency participation in the legislation-required consolidation effort. To realize the benefits of a consolidated system, agencies must transition and adopt uniform procedures and use common technology systems. This level of coordination will require a cooperative environment in which all member agencies are involved in management decisions. Research indicates that shared systems experience problems when member agencies lack involvement in decisions that affect operations and staffing.

Senior officials representing member jurisdictions may expect a level of representation and involvement in issues related to budgeting, major equipment acquisitions, new jurisdictions requesting dispatch services, and significant changes in operational procedures. The governance entity also may become involved in arbitrating issues that cannot be resolved at a management level. Frequently, a jurisdiction's involvement in the governance of a PSAP is aligned with the level of funding provided by the jurisdiction, often leading to animosity when representatives of smaller jurisdictions feel powerless in the decision-making process.

The existing relationship between O'Fallon and the Village of Shiloh (Shiloh) demonstrates that municipality leadership can be successful not only with the consolidation with Fairview Heights but also



in providing exceptional services to other municipalities that may choose to join with these three agencies in the future. ¹

The following characteristics, attributes, and activities are typical of effective governance structures:

- Documented Authority: Establish formally with either an executive order or legislation
- Balanced Representation: Align needs and priorities across various stakeholders that have a role in, or are impacted by, communications-related initiatives
- Properly Sized Membership: Determine appropriately sized membership that maintains inclusiveness while permitting a quorum to be met regularly
- Accountability: Determine whether stated roles, responsibilities, and membership requirements are met routinely
- Active Membership: Provide multiple means to participate in meetings (i.e., in-person, videoconference, and teleconference) while advancing information sharing and transparency by disseminating meeting minutes to members
- Meeting Frequency: Maintain consistent meeting cadence. Members should collectively determine where meetings will be held and include consistent or alternating meeting locations to increase attendance and participation, depending on the size of the state or jurisdiction and the residency of members
- Scalable and Agile: Able to respond to changes in the emergency communications landscape
- Rules of Engagement: Manage internal and jurisdictional differences (e.g., “checking egos at the door” and working toward common, universally beneficial goals)
- Transparent and Responsive: Maintain an open and transparent forum to promote greater stakeholder buy-in
- Funding and Sustainment: Identify sustainable funding for existing and future emergency communications priorities

When laying the foundation for a successful governance structure, stakeholders should consider a practitioner-driven approach based on the following known success factors:

- Work from the bottom up by actively engaging stakeholders
- Leverage associations of people authorized to speak on behalf of a larger group of stakeholders
- Promote shared decision-making within each governance component
- Promote transparency and sustainability
- Establish and articulate a shared understanding of goals
- Establish an oversight body
- Promote flexibility

¹ This document does not address or recommend changes to the existing agreement between Shiloh and O’Fallon.



With this in mind, MCP has identified potential governance models and provided recommendations to mitigate challenges and focus on the following key governance points:

- Oversight of strategic goals and any strategy modifications
- Reviewing facility renovation status updates, including issues and risks
- Monitoring achievement of major program milestones
- Directing resources to accomplish goals
- Providing leadership and support for the consolidation initiative
- Supporting the consolidation project and project components by communicating the vision and working to reduce barriers and mitigating risk
- Facilitating jurisdictional and interdepartmental collaboration
- Providing issue resolution across agencies
- Reviewing and approving the overall consolidation procurement strategy
- Managing fiscal and political issues
- Ensuring the availability of funds

1.1. GOVERNANCE MODELS

Including the models specified in the scope of work, MCP researched a variety of governance structures that other PSAPs have implemented. MCP identified several options, each with strengths and challenges that would provide the level of operational oversight to serve the current consolidation efforts, as well as set the path for future agencies to participate. Provided below is a description of each model along with a table highlighting the strengths and opportunities, challenges and risks of each model.

1.1.1. O’Fallon Operating the PSAP with Fairview Heights Contracting Services

This governance model is an extension of the current model with Shiloh. Participating entities are part of an existing public safety organizational structure of law enforcement, fire, and emergency medical service (EMS) agencies, specifically the City of O’Fallon Police Department, which would host the consolidated PSAP. While the host agency absorbs and operates the contracting agency’s PSAP services, the contracting agency often appoints a point of contact within the reporting structure—such as the agency chief or a contract administrator/liaison—to provide accountability and promote collaboration with the host agency. PSAP management typically reports as part of the current organizational structure under the authority of the hosting agency sheriff, police chief, or fire chief.



Table 1: Host Agency with Contracted Services

Strengths and Opportunities	Challenges and Risks
The host agency provides leadership and management from within its current staff, thereby eliminating the time and new funding needed to hire additional leadership staff.	During any consolidation, there is a concern associated with the loss of direct control over PSAP personnel and dispatch services.
The host agency has established administrative, operational, and technical resources within the county/municipal/public safety entity structure. Examples include human resources, training, facilities maintenance, and network support.	A perception can exist that the host agency does not view the needs of the contracting agency with the same importance, and that the contracting agency receives a lesser level of service than the host agency.
Buy-in for consolidation may be better received when the suggested host PSAP already is dispatching for the disciplines served by the contracting agencies. Buy-in can be further enhanced when the contracting agency also is housed within the same type of agency (e.g., police department to police department rather than fire department to police department or even police department to sheriff's office).	Although the current political environment may be conducive to a contract arrangement, changes in leadership and political agendas over time can create challenges regarding oversight and service level expectations. Such an environment can strain relationships and exacerbate existing stressors. To mitigate this risk for all parties, a detailed governance document is required to protect all parties.
	A need exists to mitigate the challenges of custom/one-off contracts with individual participating agencies, as they become part of the host agency. For example, the City of Shiloh has an existing contract and pricing arrangement with the City of O'Fallon that likely will be different from any contract that is negotiated with Fairview Heights—and any other future participating agencies.

1.1.2. Intergovernmental Agreement Partnership with Advisory Board

Similar to the contracting structure described above, participating entities are part of an existing public safety organizational structure of law enforcement, fire, and EMS agencies, specifically the City of O'Fallon Police Department, which would host the consolidated PSAP. However, this model advances governance beyond one-to-one contracts to develop partnerships within a governance structure. Such a structure would leverage a standardized governance agreement that promotes collaboration by including representatives from each participating agency.

In this structure, PSAP management typically reports as part of the current organizational structure under the authority of the hosting agency sheriff, police chief, or fire chief, and receives advice and guidance from an advisory board. Participating agencies commit to appointing representatives who will serve on the advisory board, which traditionally is composed of public safety officials concerned with day-to-day operations of the PSAP. The advisory board works closely with the PSAP director to



establish operational procedures. Typically, the host agency is not bound by the decisions of the advisory board, which does not administer supervisory authority over the PSAP director.

Table 2: Partnership Agreement with Advisory Board

Strengths and Opportunities	Challenges and Risks
PSAP management has a clear reporting structure within the host agency.	During any consolidation, there is a concern associated with the loss of direct control over PSAP personnel and dispatch services. This challenge can be mitigated by strong, positive communications between the advisory board and the PSAP director.
The hosting PSAP has established administrative, operational, and technical resources within the county/municipal/public safety entity structure. Examples include human resources, training, facilities maintenance, and network support.	Leadership personnel will require technical and operational skills specific to the PSAP environment. Without adequate succession planning, turnover in leadership positions can create a significant risk.
This model includes an advisory board comprised of public safety officials concerned with the day-to-day operations of the PSAP. The advisory board can include municipal and community representatives, if desired. This board has advisory input only.	Even though the board is only advisory in nature, the risk still exists that the PSAP can be impacted by political agendas and changes in direction that result from a lack of participation and turnover in the advisory board.
The PSAP director has the support and advice of an advisory board to remove roadblocks and champion efforts. The advisory board also can assist with complaints and disputes arising from quality assurance, and make quality improvement recommendations.	
This structure mitigates the risks and challenges associated with one-to-one contracts with individual participating agencies, as they become part of the consolidated organization.	
This model provides the opportunity to formalize governance documents and pricing structures that are predictive and equitable with future participating agencies. For existing contracts, the opportunity exists to renegotiate or amend the contracts to bring them into the new structure.	

1.1.3. Separate Entity as a Regional PSAP

This governance model removes the governance of the consolidated PSAP from the City of O’Fallon or any other governmental structure and creates an independent agency. The regional consolidated PSAP is its own independent organization completely independent from any law enforcement, fire, or EMS agency it serves. A civilian director typically manages a regional PSAP. The director typically reports to a county or regional 9-1-1 or emergency services board that includes representation from the



participating agencies. Such a board typically possesses the authority to determine the funding strategy, organizational structure and hiring policies, and to approve significant changes of operational procedures.

Table 3: Regional PSAP

Strengths and Opportunities	Challenges and Risks
<p>The independent organization provides the director with the opportunity to provide equitable service to all participating agencies by best managing PSAP resources. This can mitigate the perception that the host agency is biased concerning the participating agencies.</p>	<p>During any consolidation, there is a concern associated with the loss of direct control over PSAP personnel and dispatch services.</p>
<p>This model creates a deeper career path for PSAP staff.</p>	<p>A carefully drafted governance document is critical to avoid a convoluted reporting structure. It is important that a clear chain of command exists so that the director can effectively manage the PSAP.</p>
<p>As an independent entity with its own budget, there is total organizational and mitigation of competing resources.</p>	<p>Although the current political environment may be conducive to this model, changes in leadership and political agendas over time can create challenges regarding oversight and service level expectations. This environment can strain relationships and exacerbate existing stressors. To mitigate this risk for all parties, a detailed governance document is required to protect all parties.</p>
<p>This model provides the opportunity to develop a standardized governance agreement that promotes equality in operational and pricing structures for existing and future agencies participating in the consolidation.</p>	<p>There is a risk that participating agencies currently under a contract agreement, such as Shiloh, would not want to cancel their current contract in favor of the new governance agreement.</p>
	<p>As a completely separate entity, real and intangible costs for administrative, operational, and technical resources—such as human resources, training, facilities maintenance, and network support and facilities—may be perceived to be higher. Funding can be a significant risk if any participating agency moves to deconsolidate.</p>
	<p>Leadership personnel will require technical and operational skills specific to the PSAP environment. Without adequate succession planning, turnover in leadership positions can be create a significant risk.</p>



1.2. RECOMMENDATION

As a result of the research conducted, MCP recommends the creation of an intergovernmental partnership agreement, which would authorize the establishment of an advisory board, to support the consolidated PSAP.

MCP recommends the creation of an O'Fallon PSAP Advisory Board (OFAB) bound by a governance body charter. The charter document would describe the authority, purpose, outcomes, operating principles, membership, roles and responsibilities, and management by which the OFAB will successfully serve and provide direction to the Support Services Supervisor of the O'Fallon PSAP.

The OFAB would be composed of the O'Fallon Public Safety Director (or other designee with the authority to bind the organization) and a representative from each member agency representing law enforcement, fire and rescue, EMS, and emergency management. The OFAB could create discipline-specific working groups, as deemed necessary, to address various aspects of PSAP operations. These working groups may include technology, training, public education, policy and procedures, along with ad hoc groups.

In addition to the charter, MCP recommends development of the aforementioned intergovernmental partnership agreement. Such an agreement essentially lays the foundation for each agency to participate in the consolidated O'Fallon PSAP. MCP recommends that particular attention be given to the following in the intergovernmental partnership agreement:

- Purpose of the agreement
- Baseline for terminology and definitions
- Scope of services
- Responsibilities and expectations of all participating communities, including the host agency
- Pricing structure to include initial consolidation costs and predictive on-going fees for services
- Onboarding and integration planning, including outlook for existing communications personnel
- Performance standards and reporting
- Change management
- Authority of host PSAP to manage financial and personnel matters
- Terms and general provisions

There are many local, regional, and national changes facing the 9-1-1 community, which are driving the creation of a variety of governance models that could prove successful for the O'Fallon and Fairview Heights consolidation effort. As MCP evaluated the ideal solution for O'Fallon and its partners, the cooperative effort embodied by a PSAP advisory board provides the best opportunity for success. It is important for all stakeholders to understand that true success in a consolidation effort only can come when participants buy into open and honest communications, and cooperation.

After drafting the recommended documents and forming the OFAB, next steps include defining the funding model and detailing a pricing structure. The latter should include the equitable division of initial



consolidation costs and/or on-going fees for services that are representative of the liability of the host agency and predictive of the expected workload of the consolidating community. As initial consolidation costs currently are being defined for the consolidation between O’Fallon and Fairview Heights, MCP will further develop the pricing structure, and will make recommendations to include in the intergovernmental partnership agreement.

2. FUNDING OPTIONS

Identifying a funding method for a shared-services communications center is a complex issue. A key goal of both cities is the fair and equitable funding of services across both jurisdictions. MCP has identified three potential funding models currently used nationwide. MCP also has outlined the positive and negatives of each, and provided recommendations that enable cost sharing in a consolidated communications center. The method selected not only should provide a level of predictability and fairness upon which the jurisdictions can agree, but future agencies as well—in this regard, the current agreement with the City of Shiloh will need to be reviewed—which will be important should interest develop among other PSAPs in exploring consolidation with O’Fallon and Fairview Heights.

Emergency communications services generate a wealth of data, which includes both activity- and resource-based information, such as the following: number of incidents; incoming calls processed; radio transmissions; personnel; expenses; and other important information that may be documented. This data allows agencies to determine an average cost per activity or resource. The following sections describe the methods commonly used to allocate costs among jurisdictions participating in a shared-services communications center. At the cities’ request, MCP provided detail for activity- and resource-based models.

2.1. POPULATION BASIS

The population-based cost allocation model involves assessing a share of operational costs based upon the population within each jurisdiction. Using this method, member jurisdictions would be assessed a portion of the operational cost on a per capita basis. The projected operating budget is divided by the total population of the jurisdiction served to determine an average per person assessment. This model assumes that municipalities with larger populations will generate more activity within the service area (i.e., 9-1-1 calls, emergency incidents, etc.). However, this population bias is not accurate in all circumstances. For example, a jurisdiction with less population but more miles of interstate highway, or a heavy commuter presence, may experience a greater number of calls than a more populated residential area. Table 4 presents the cost per capita for the relevant jurisdictions.



Table 4: Cost Estimate Based Upon Population

Jurisdiction	2014 Population*	Operating Budget	Projected Partnership Contribution
City of O'Fallon*	41,976	Current operating budget \$1,882,246.07 / 58,877 = \$31.97 per capita	\$1,341,935.92
City of Fairview Heights	16,901		\$540,310.15
TOTAL	58,877	Per capita: \$31.97	\$1,882,246.07

** 2014 estimates provided by the U.S. Census Bureau; Shiloh population included with O'Fallon.
Note: the per capita figure has been rounded for the table, but the corresponding calculations have not; hence the slight difference.*

2.2. ACTIVITY BASIS

Cost assessment based upon activity is a common method that is used to fund shared-service communications centers. Routine communication center activities may be tracked and documented including:

- Incoming 9-1-1 calls
- Incoming 9-1-1 and ten-digit calls
- Calls dispatched
- Field-originated calls
- Radio transmissions

Activity based costs can be derived using two methods. The first involves tracking the activity volume associated with each member agency. The entity is assessed the cost for provisioning specific services based upon actual usage.

The second method involves averaging the volume of an activity across all participating jurisdictions or agencies. For example, call centers document the number of 9-1-1 calls received annually. The annual operating budget can be divided by the number of 9-1-1 calls to derive a per-call cost. Each entity then would contribute a share of the cost based upon the average volume of overall system usage.

MCP used three activities to develop a sample per-call cost estimate. The first example is based upon the number of incoming 9-1-1 calls. The second is based upon a combination of both 9-1-1 and calls to ten-digit telephone lines. The third is based on a combination of law enforcement, fire, and EMS incidents. When looking at 9-1-1 and ten-digit calls combined, the cost per call is \$15.68.

Table 5 below presents the cost per call or incident, based on the current operating budget of \$1,882,246.07.



Table 5: Costs Per Call / Incident

Jurisdiction	9-1-1 Calls*	Projected Partnership Contribution	9-1-1 and Ten-Digit Calls**	Projected Partnership Contribution	Law Enforcement, Fire and EMS Incidents***	Projected Partnership Contribution
City of O'Fallon	15,689	\$1,063,992.77	72,957	\$1,144,196.46	25,688	\$965,717.01
City of Fairview Heights	12,066	\$818,253.30	47,060	\$738,049.61	33,782	\$916,529.06
Shiloh	Part of O'Fallon total		Part of O'Fallon total		9,907	Contribution based on current agreement with O'Fallon
TOTAL	27,755	\$1,882,246.07	120,017	\$1,882,246.07	69,377	\$1,882,246.07
Per Call / Incident Cost	\$67.82		\$15.68		\$27.13	

* 2015 9-1-1 call data by jurisdiction + 5% increase, includes Shiloh calls
 ** 2014 call data provided by jurisdictions
 *** 2014 incident data provided by jurisdictions + 5% increase
 Note: the per call / incident costs have been rounded for the table, but the corresponding calculations have not; hence the cost difference if one were to multiply the 9-1-1 calls by \$67.82, for example.

2.3. RESOURCE BASIS

This method is based upon the number of public safety resources (i.e., personnel, apparatus, and stations) that each member agency possesses. This method is based upon the assumption that resources are aligned closely with activity and demands on the communication system. Resource-based shared-cost models may include a maintenance-of-effort component that factors recurring and capital costs into the calculations.

To calculate the maintenance-of-effort component, each agency contributes a portion of the operating budget based upon a percentage contribution. This model offers simplicity and the most equitable and predictive distribution of recurring and other capital costs. The governing entity must determine the basis of the cost allocation similar to the activity-based method.

MCP used two resource sources to develop a resource-based funding model. The first example in table 6 is a shared-funding model based on the average hourly rates of the host agency's current full-time and part-time staff at the time of consolidation, which is then coupled with percentage distributions representing recurring and capital costs, such as overtime, use of technical staff and administrative staff, equipment refreshes, etc. For the purposes of this report, 15 percent and 5 percent were used respectively for overhead and other costs. However, stakeholders may select any combination of percentages.

The second example in table 7 is based upon the number of subscriber units (portable, mobile radios, and consoles). This last model is more useful for larger agencies or consolidated centers where there



are a large number of subscribers per agency by which to distribute the costs of a typical radio subscriber device that represents the system loading. MCP included this as another model for comparison purposes showing that the contribution per participant would be higher. An additional model that could be used is based on radio traffic or the number of push-to-talks that lead to dispatcher workload.

Table 6: Cost per FTE Resource

Jurisdiction	Total FTEs	FTE Salaries and Benefits Costs	Overhead (OT, recurring costs, etc.)	Other Costs (technology purchases, etc.)	Total Consolidated FTE Costs	Projected Partnership Contribution
City of O'Fallon	11	\$751,713.66**	\$112,757.05	\$37,585.68	\$902,056.39	\$883,556.68
City of Fairview Heights	6	\$386,200.25	\$57,930.04	\$19,310.01	\$463,440.30	\$481,940.01
TOTAL	17	\$1,137,913.91	\$170,687.09	\$56,895.69	\$1,365,496.69*	\$1,365,496.69*

**Total calculated using 17 FTEs*
***Average FTE Cost: The cost per FTE includes the O'Fallon Supervisor (\$80,323.33)*

Table 7: Cost per Subscriber Unit Resource

Jurisdiction	Total Subscriber Units	Total Subscriber Unit Costs	Overhead (OT, recurring costs, etc.)	Other Costs (technology purchases, etc.)	Consolidated Subscriber Unit Costs	Projected Partnership Contribution
City of O'Fallon	267*	\$1,067,005.53	\$160,050.86	\$53,350.29	\$1,280,406.68	\$1,280,406.68
City of Fairview Heights	204	\$815,240.34	\$122,286.05	\$40,762.02	\$978,288.41	\$978,288.41
TOTAL	471	\$1,882,245.87	\$282,336.91	\$94,112.31	\$2,258,695.09	\$2,258,695.09
Base Cost Per Subscriber		\$3,996.28	Per Sub Unit Inc. LOM		\$4,795.53	

** O'Fallon count includes Shiloh subscriber count of 37.*
Note: The Costs per subscriber have been rounded for the table, but the corresponding calculations have not; hence the cost difference if one were to multiply the number of subscribers by \$3,996.28, for example.



2.4. INITIAL IMPACT COSTS OF CONSOLIDATION

Besides recurring and future capital costs, each consolidation bears numerous one-time costs directly related to the initial consolidation. Often in a consolidation environment these costs are simply borne by the host agency. In other circumstances, the consolidating agency bears the majority of the costs simply because they want to get out of the dispatch business. However, neither of these are the case in this situation, as neither agency would have considered consolidation had it not been for the State-mandated legislation requiring the eight PSAPs in St. Clair County to consolidate down to four.

All PSAP's in St. Clair County are in a similar situation of being required to incur unfunded costs associated with the State-mandated consolidation. While the potential exists that the State will provide grant funding to reimburse the costs of consolidation, the grant program will be competitive, so funding to cover all costs is not guaranteed. In this situation, it is important that the initial impact costs of consolidation are consistent yet scalable, not only to meet the needs of O'Fallon and Fairview Heights, but also any other agencies that may choose to consolidate with the O'Fallon PSAP in the future, rather than other centers in the county. The existing working relationship between the two cities provided an opportunity to meet the requirements for consolidation while maintaining the current levels of service that their agencies have today.

Table 8 below provides the distribution of current known consolidation costs between O'Fallon and Fairview Heights. It is important to note that as the project progresses and updated quotes are received, the costs will fluctuate and the percentage distribution may change. Cost are being tracked through an online tool known as Smartsheet®.

Table 8: Initial Consolidation Impact Costs

Item	O'Fallon Planned	Fairview Heights Planned	Total	O'Fallon %	Fairview Heights %
PSAP	\$136,845.14	\$59,458.79	\$196,303.93	69.71%	30.29%
IT	\$17,479.61	\$32,875.93	\$50,355.54	34.71%	65.29%
Radio	\$259,888.98	\$125,297.85	\$385,186.83	67.47%	32.53%
ITI-CAD	\$84,355.00	\$84,355.00	\$168,710.00	50.00%	50.00%
TOTAL	\$498,568.73	\$301,987.57	\$800,556.30	62.28%	37.72%



2.5. RECOMMENDATION

A successful consolidation requires the equitable division of initial consolidation costs and on-going fees for services that are representative of the liability of the O'Fallon PSAP and predictive of the expected workload of the consolidating community of Fairview Heights. As a result of the research conducted, MCP recommends using the resource-based funding model using FTEs that includes a maintenance-of-effort component. This model clearly defines and details a pricing structure that meets the above stated requirement.

Beyond the initial consolidation of the O'Fallon and Fairview Heights equitable cost sharing, MCP suggests including a consolidation impact charge using the activity-based per incident model for future consolidations or adding participants. The partnership agencies may decide to provide an option to distribute the impact charge over the life of the initial agreement (three- to five-year period). This pricing structure is competitive, fair, and the most predictive of on-going fees for services. It also provides the opportunity for grant funding as a means for reimbursement to recover the initial investment costs and would be split equitably between O'Fallon and Fairview Heights using the same formulas as the original costs. Allocation of certain costs such as the Information Technologies, Inc. (ITI) computer aided dispatch (CAD) and records management system may be divided based on the number of licenses issued to each city's police department.

As initial consolidation costs are further defined for the consolidation between O'Fallon and Fairview Heights, MCP will continue to update the worksheets to ensure that this recommendation remains valid, and will advise both O'Fallon and Fairview Heights representatives of any deviation in this recommendation if significant changes occur over the course of the project.

3. CURRENT PROJECT STATUS AND IMPLEMENTATION PLANS

Significant progress has already been made in working towards consolidation by the June 30, 2017 deadline. In early 2016, a technology working group was formed comprised of key stakeholders from both cities to deal with technology and connectivity issues. As a result, several technology upgrades have taken place or are planned to facilitate the consolidation in the fourth quarter of 2016. These include modifications to the O'Fallon PSAP facility to accommodate additional furniture and workstations and upgrades to the radio dispatch consoles. And both cities will soon utilize the same CAD/records management system from ITI.

Accommodations have been made for the temporary relocation of O'Fallon dispatchers to an adjacent conference room while facility modifications, furniture installation, and electrical upgrades take place. In addition, temporary connectivity has been established between both cities while a permanent link is constructed. Once this link is completed, there will be a direct connection between Fairview Heights and O'Fallon police departments to facilitate connections for CAD/records management, radio, administrative telephone, video, and other components such as intercoms, remote door control, and emergency warning sirens.



The Fairview Heights dispatchers will continue to operate from their current location until upgrades and renovations are complete at the O'Fallon PSAP. They will begin utilizing the newly installed Motorola radio consoles as of September 27, 2016. There are ongoing discussions between the Fraternal Order of Police union and Fairview Heights regarding their current staff and how their transition to O'Fallon will be handled.

Both cities currently are working on the development and approval of an intergovernmental agreement and the formation of an advisory board. The consolidation was approved by the St. Clair County Emergency Telephone System Board (ETSB) and was included in their plan submitted to and approved by the Illinois State Police. As the process continues, MCP can make recommendations for language to include in the intergovernmental partnership agreement. It is critical that the process continue to move forward as the two cities have set a goal to complete the Fairview Heights staff move to the O'Fallon communications center by the end of 2016.

The anticipated technology and facilities costs for the consolidation are included in table 8 above. Both cities are reviewing their ongoing maintenance and support contracts to determine how those costs will be allocated for the 2017–2018 budget and beyond.

The costs identified to date represent known costs that are being tracked in cooperation with both cities and the project team. While the project is currently under budget, it is MCP's experience in projects of this nature that there can be unforeseen expense and therefore a contingency fund up to 10 percent should be established for additional expenses that may be necessary.

**INTERGOVERNMENTAL AGREEMENT
FAIRVIEW HEIGHTS AND O’FALLON
CONSOLIDATED 9-1-1 CENTER**

THIS AGREEMENT, effective as of January 1, 2017, is made and first entered into by and among the undersigned governmental jurisdictions, to include the City of Fairview Heights, Illinois and the City of O’Fallon, Illinois. Hereinafter, these entities shall be referred to as “the Municipalities”. In consideration of the mutual promises, benefits, and covenants contained herein, the Municipalities hereby agree as follows:

RECITALS

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, 5 ILCS 220/1 *et seq.*, the “Intergovernmental Cooperation Act,” 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 Municipalities, including multi-jurisdictional representation from law enforcement, fire, and EMS, have explored the benefits of consolidating public safety answering points and communications centers between their jurisdictions; and

WHEREAS, a Public Safety Answering Point Consolidation Planning study was completed in December 2015, performed by Mission Critical Partners, a third-party independent agency, along with representatives from the Municipalities; and

WHEREAS, the Public Safety Answering Point Consolidation Planning study found that a consolidated 9-1-1 system and communications center among the Municipalities would be the most beneficial, cost effective method to meet the legal requirements of Illinois State law while ensuring that citizens do not experience any reduction in the high standards of 9-1-1 services; and

WHEREAS, the Municipalities desire the establishment and maintenance of a consolidated Public Safety Answering Point and communications center, to be hereafter known as O’Fallon – Fairview Heights Communications Center (OF-FH COMM); and

WHEREAS, the establishment of such a Public Safety Answering Point and communications center will provide police, fire, and EMS communications within the boundaries of the Municipalities, together with such other jurisdictions as may hereafter contract with the Municipalities for communication services; and

WHEREAS, the establishment and maintenance of such a consolidated Public Safety Answering Point and communications center will be of substantial benefit to citizens of the Municipalities and the public in general;

NOW THEREFORE, as an exercise of their police power and the authority granted by the Constitution and the laws of the State of Illinois, and in consideration of the mutual terms, covenants, and conditions set forth herein, it is hereby agreed and covenanted to as follows:

ARTICLES

ARTICLE I – PURPOSE

This Intergovernmental Agreement to establish the O’Fallon – Fairview Heights Communications Center (OF-FH COMM) contains the following organizational objectives:

1.1. To promote the health, safety, and general welfare of the citizens throughout the consolidated Municipalities.

1.2. To save lives by improving call processing time which reduces response time to emergency incidents.

1.3. To improve safety to emergency responders.

1.4. To effectively receive calls for routine and emergency assistance based on structured call intake protocols and coordinate response resources to those calls for service based on the needs of the caller and the direction of field response agencies.

1.5. To provide all participating municipalities with a single contact point for the notification of emergencies and receipt of emergency assistance requests, and for the control of coordinated dispatch for law enforcement, fire, and EMS.

1.6. To provide the public and field response agencies with highly trained, certified, and/or credentialed 9-1-1 employees who strive to provide the best service possible to everyone.

1.7. To establish a funding mechanism, define the budget process, and provide funding to ensure the operational needs of OF-FH COMM are met.

1.8. To provide strategic oversight from the OF-FH COMM emergency response leaders.

1.9. To provide a mechanism for the addition or withdrawal of other Municipalities to this Intergovernmental Agreement.

1.10. To establish an alternate center to serve as backup, overflow, and training site, and as a secondary location where emergency dispatchers will function in the event that they need to evacuate the primary Consolidated 9-1-1 Center

ARTICLE II – DEFINITIONS

2.1. As used in this agreement, the following words and/or phrases shall have the meanings indicated unless the context clearly requires otherwise:

2.1.1. “PSAP” – Public Safety Answering Point; shall mean the facility housing the equipment and personnel that provide 9-1-1 call answering, processing, and dispatching services.

2.1.2 “9-1-1 System” – shall mean the geographic area that has been granted an order of authority by the Illinois Commerce Commission to use “9-1-1” as the primary emergency telephone number.

2.1.3 “ETSB” – shall mean the Emergency Telephone System Board.

2.1.4 “Communications Center” or “Dispatch Center” – shall be the facility or facilities from which 9-1-1 network and data base services are provided.

2.1.5 “Communications Services” – shall mean the dispatch of an appropriate emergency service unit upon receipt of a telephone request for such services and a decision as to the proper action to be taken.

2.1.6 “Communications Assets” – shall mean all assets located at the Communications Center or all assets provisioned to emergency personnel by OF-FH COMM for use in providing communication services.

2.1.7 “Member Agency” – shall mean the City of O’Fallon and the City of Fairview Heights and any other Municipality which subsequently becomes a party to this Intergovernmental Agreement.

2.1.8 “Non-Member Agency” - shall mean a municipality for which 9-1-1 services are provided by OF-FH COMM.

2.1.9 “Municipalities” – shall mean the City of O’Fallon and the City of Fairview Heights and any future Municipality which becomes a party to this Intergovernmental Agreement.

ARTICLE III – FORMATION AND POWERS

3.1. In furtherance of this Intergovernmental Agreement, the City of O’Fallon shall have the power –

3.1.1. To acquire, construct, receive, own, manage, lease and sell real property, personal property and intangible property;

3.1.2. To operate and maintain the entire PSAP and related facilities;

3.1.3. To enter into contracts with public and private entities;

3.1.4. To employ and terminate personnel, with or without cause, and contract for personnel and services with public and private entities;

3.1.5. To initiate legal petitions or proceedings;

3.1.6. To incur indebtedness and to issue bonds, notes or other evidence thereof (through one or more of the Member Agencies unless and until City of O’Fallon has such power under applicable law);

3.1.7. To establish and collect Fees and Member Assessments in accordance with the Funding Formula;

3.1.8. To establish policies, guidelines or regulations to carry out its powers and responsibilities; and

3.1.9. To exercise all other powers that are within the statutory authority of and may be exercised by the municipalities who are parties to this Governance Charter.

ARTICLE IV – PROVISION OF SYSTEM AND COMMUNICATION SERVICES

4.1. System assets shall be held in the name of City of O’Fallon. City of O’Fallon may acquire, construct, receive, own, manage, lease or sell its System assets and other assets. A Member Agency may transfer to City of O’Fallon ownership of its communication assets. City of O’Fallon shall control and manage both the assets it owns and the assets of Member Agencies which were transferred to City of O’Fallon.

4.2. Upon execution of this Agreement, City of Fairview Heights shall transfer its communication assets to OF-FH COMM, pursuant to the provisions set forth more fully in Appendix B. and Appendix B-1.

4.3. This Intergovernmental Agreement does not vest in City of O’Fallon any authority with respect to other facilities or assets of the Member Agencies not herein listed. Member Agencies shall not be deemed to have an ownership interest in any assets owned by City of O’Fallon, whether those assets have been developed by, purchased by or transferred to City of O’Fallon.

4.4. The Consolidated PSAP: OF-FH COMM facility shall be located within the O’Fallon Public Safety Building, 285 North Seven Hills Road, O’Fallon, Illinois 62269.

ARTICLE V – RESPONSIBILITIES OF CITY OF O’FALLON

5.1. City of O’Fallon shall be responsible for providing Communications Services pursuant to this Intergovernmental Agreement. City of O’Fallon may contract with Non-Member Agencies to provide Communications Services to Non-Member Agencies. These Non-Member

Agencies shall pay Fees for these services as established by the City of O'Fallon. The fees paid by Non-member Agencies shall be shared between the City of O'Fallon and the City of Fairview Heights, on the fixed percentage basis established in Appendix A of this agreement. The City of O'Fallon may contract with other Municipal Agency(s) to provide Communications Services other than dispatch services in which case they shall pay Fees for these services as established by the City of O'Fallon. If hereafter other Municipalities become a Member Agency, the fees shall be shared between all Member Agencies on a fixed percentage as established by the Member Agencies at the time of the addition of a new Member Agency to this Intergovernmental Agreement.

5.2 City of O'Fallon shall be responsible for reviewing, renewing, and updating all necessary Federal Communication Commission licenses of City of O'Fallon and of all law enforcement Member Agencies. City of O'Fallon will assist Fairview Heights and future Member Agencies in reviewing, renewing and updating their FCC licenses as requested. In the event of termination of this Intergovernmental Agreement, all rights to and interest in FCC licenses shall revert to the former holders thereof.

5.3 City of O'Fallon shall be responsible for ensuring that the law enforcement data communications network and any criminal history records information received by means of such network shall be used solely for the purposes enumerated in the Illinois Constitution, Illinois Compiled Statutes, and all regulations, administrative guidelines, and other decision enforcing those statutes.

5.4 City of O'Fallon shall be responsible for and shall carry out the following duties:

5.4.1. Overseeing of the daily operations of OF-FH COMM.

5.4.2. Managing all aspects of employer human resources management, including, but not limited to advertising, testing, hiring, training, assigning, scheduling, maintenance of performance standards, and separation of staff of OF-FH COMM.

5.4.3. Paying of all bills, payroll, and tax obligations regarding the OF-FH COMM operation.

5.4.4. Selecting, obtaining, caring for and maintaining necessary equipment and furniture for the OF-FH COMM operation.

5.4.5. Providing employees to staff the operations of OF-FH COMM.

5.4.6. Negotiating and administrating collective bargaining agreements with covered employees of the City of O'Fallon who staff OF-FH COMM.

5.4.7. Acting as liaison and point of contact between OF-FH COMM, member agencies, non-member agencies, and the ETSB.

5.4.8. Investigation of complaints regarding staff performance.

5.4.9. Maintenance and cleanliness of the Communications Center.

5.4.10. Facilitating training and maintaining required certifications for 9-1-1 certified operators.

5.4.11. Maintaining quality control standards of OF-FH COMM.

5.4.12. Maintaining liability insurance for the operations of OF-FH COMM.

ARTICLE VI – ADMINISTRATION MANAGEMENT

6.1. The following decisions shall be made by the City of O’Fallon upon the participation by and prior discussions with the Member Agencies:

6.1.1 To establish strategy for the operation of the Center;

6.1.2 To establish staffing levels for the center;

6.1.3 To establish an annual budget for the operation of the Center;

6.1.4 To establish cost sharing formulae for the operation of the Center;

6.1.5 To accept non-member agencies and to set charges and fees for them;

6.1.6 To remove non-member agencies for violation of agreements;

6.1.7 To approve capital expenditures (in excess of \$15,000) in which cost is shared among member agencies;

6.1.8 To discuss negotiation parameters of proposed collective bargaining agreements with employees of the City of O’Fallon who staff OF-FH COMM as negotiated by City of O’Fallon;

6.1.9 To establish standard operating procedures and policies regarding the operation of the OF-FH COMM center;

6.1.10 To provide the job description of the Supervisor of Support Services and any proposed changes to the job description.

ARTICLE VII – ADDITION AND WITHDRAWAL OF MEMBER AGENCIES

7.1. A Member Agency may voluntarily withdraw from OF-FH COMM by giving written notice to the other Member Agency(s) of its intent to withdraw. Such written notice shall include evidence of approval of such action by the withdrawing Member Agency’s governing legislative body. The withdrawal of a Member Agency shall be by written addendum to this

Intergovernmental Agreement (or subsequent replacement thereof) signed by the Public Safety Director and the authorized representative of the withdrawing Member Agency.

7.2. The Member Agency, upon withdrawal, shall continue to be responsible for paying any rates, fees, charges and assessments imposed by City of O’Fallon after notice of withdrawal has been given but before withdrawal has become effective. The withdrawing Member Agency shall, prior to the effective date of its withdrawal, pay to City of O’Fallon such Member Agency’s allocable share of the obligations for the operation of OF-FH COMM, as determined by the City of O’Fallon, which shall include obligations or costs incurred by City of O’Fallon as of the date the Member Agency’s withdrawal notice is received, including, but not limited to the debt service obligations, contract obligations, and cash financed capital projects for the operation of OF-FH COMM.

7.3. The withdrawing Member Agency shall be entitled to be paid for the then value of the assets and systems previously relinquished by the Member Agency to the City of O’Fallon and used in the operation of OF-FH COMM which value shall be equitably determined. In determining the then value of these assets and systems, equitable factors, including without limitation the following, shall be considered. The Member Agency acknowledges that the results of this process and application of such equitable factors may result in the realization of less than fair value.

7.3.1. The continuing, effective operation of the assets and systems; and

7.3.2. The impact on the remaining Member Agencies and the ability of remaining Member Agencies to provide services to the public; and

7.3.3 The then current value of the assets and systems.

ARTICLE VIII –FINANCING AND FUNDING OF OF-FH COMM

8.1 The annual budget for OF-FH COMM shall be prepared by the O’Fallon Director of Public Safety and submitted to and reviewed by the Member Agencies. The Member Agencies shall be sent a copy of the final budget. It is understood that the budget for OF-FH COMM will be incorporated into the overall budget of the City of O’Fallon or the O’Fallon Department of Public Safety, at the discretion of the City of O’Fallon. However, budgetary figures shall be in sufficient detail to determine the cost of operations of OF-FH COMM.

8.2. It is anticipated that funding for the operation of OF-FH COMM shall be primarily from monies provided by each member and Non-Member Agency. The source of those funds provided shall be as determined by each agency, under the guidelines, ordinances, and laws which govern their funding options.

ARTICLE IX –BOOKS AND RECORDS

9.1. City of O’Fallon shall keep correct and complete books and records of account. All books and records shall be subject to disclosure under applicable Illinois law.

ARTICLE X – FISCAL YEAR

10.1. The fiscal year for the operation of OF-FH COMM shall run concurrent with the fiscal year of the City of O’Fallon

ARTICLE XI – INSURANCE

11.1. The City of O’Fallon shall procure insurance, including without limitation, for general liability, officers and public officials errors and omissions, property, casualty and fire. The City of O’Fallon may authorize contracts with insurance and/or risk pools, or other agencies to provide the insurance coverages deemed by the City of O’Fallon to be reasonable and appropriate for the operation of OF-FH COMM.

ARTICLE XII – MISCELLANEOUS TERMS

12.1. This Intergovernmental Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.

12.2. Time is of the essence in the performance of the provisions of this Intergovernmental Agreement. Unless otherwise required by law, all references to “days” in this Intergovernmental Agreement shall be calendar days.

12.3. No term or provision of this Intergovernmental Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Member Agency claimed to have waived or consented.

12.4. Waiver of any default shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Intergovernmental Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Intergovernmental Agreement unless stated to be such through written approval of the non-defaulting Member Agency(s).

12.5. Except as specifically provided herein, each Member Agency retains all rights and claims that may exist now or in the future against the other Member Agency(s).

12.6. Except as otherwise provided herein, all notices, consent or other communications required hereunder shall be in writing and shall be sufficiently given if addressed and mailed by first class, certified, or registered mail, postage prepaid. All notices shall be sent to:

CITY OF O’FALLON
Attn: City Clerk
255 S. Lincoln Ave.
O’Fallon, IL 62269

CITY OF FAIRVIEW HEIGHTS
Attn: City Clerk
10025 Bunkum Road
Fairview Heights, IL 62208

12.7. If any of the provisions of this Intergovernmental Agreement are held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

12.8. No Member Agency may sell, transfer or assign any of its rights or benefits under this Intergovernmental Agreement without the prior written approval of the other Member Agency(s). Notwithstanding the foregoing, any entity into which a Member Agency or substantially all of its Communications Services is converted or merged shall succeed to the rights, benefits and obligations of such Member Agency under this Intergovernmental Agreement without further action by any Member Agency.

ARTICLE XIII – EXECUTION

13.1. This Intergovernmental Agreement may be executed in multiple counterparts.

13.2. Each of the undersigned represents that this Intergovernmental Agreement is duly authorized by the Member Agency represented.

IN WITNESS WHEREOF, the Parties have executed this contract on the following date:

CITY OF O’FALLON

FAIRVIEW HEIGHTS

By: _____
Mayor Date

By: _____
Mayor Date

ATTEST:

ATTEST:

By: _____
Clerk Date

By: _____
Clerk Date

APPENDIX A

SHARING OF COSTS AND REVENUES AMONG MEMBER AGENCIES

The following shall guide the establishment of cost sharing among the member agencies of OF-FH COMM for ongoing operations. This does not apply to the initial costs involved with the establishment of the OF-FH COMM.

1. The current member agencies of OF-FH COMM are the City of Fairview Heights and the City of O'Fallon. It covers all communications for all public safety services provided by each city, including dispatching of police, fire, and EMS services, as well as occasional communications with non-public safety departments and divisions, such as Public Works or Parks and Recreation.

2. For the initial term of this agreement, members agree to a cost split as follows:

- a. City of O'Fallon –55%
- b. City of Fairview Heights –45%

3. City of Fairview Heights agrees to pay City of O'Fallon at the end of each fiscal quarter the City of Fairview Heights' share of the budgeted amount for that fiscal quarter, per the budget established by the City of O'Fallon.

4. Prior to the last month of the final quarter of the City of O'Fallon's fiscal year, the City of O'Fallon will provide City of Fairview Heights with demand to pay any outstanding balances due to changes in expenditures versus budgeted amount. Similarly, City of O'Fallon agrees to reimburse City of Fairview Heights its portion of any unexpended funds budgeted prior to the end of the applicable fiscal year.

5. Following the initial term of this agreement, at the completion of each calendar year, the proportion for costs for operations will be established as a percentage comparison of the most recent calendar year total of Computer Aided Dispatch transactions for O'Fallon and for Fairview Heights of all public safety calls, excluding the following call categories: Business Check, Community Event, Direct Patrol, Dispatch Duties, Investigative Stop, Notification, Premise Check, School Activities, Service Observation, House Check, Traffic (when no arrest is associated with it), Supplement/ Follow-up, Verify 9-1-1, and Walk In.

6. Adjustments to cost split shall be adjusted prior to the start of each fiscal year, and shall be in effect for an entire fiscal year, per the cost split established by method outlined in section 5 of this appendix.

7. Following the initial term of this agreement, in addition to the percentage established in section 5 of this appendix, City of Fairview Heights agrees to pay an additional 2% of the budgeted cost of the operation of the OF-FH COMM center to cover the cost of administration by the City of O'Fallon. This administrative fee is intended to be inclusive of all additional costs for the operation of the OF-FH COMM center, including, but not limited to; utility costs, facility maintenance costs, human resource management costs, finance and payroll

administration costs, maintenance of records and collective bargaining agreement negotiation costs.

APPENDIX B

TRANSFER OF COMMUNICATION ASSETS

The following shall govern the transfer of City of Fairview Heights' communication assets to City of O'Fallon, for OF-FH COMM's provision of communication services.

1. By execution of this Intergovernmental Agreement and its Appendices, City of Fairview Heights hereby transfers complete and total ownership interest and control in and of its communication assets to the City of O'Fallon.

2. In consideration of this transfer and the commitments and obligations made hereunder, City of O'Fallon agrees to pay to City of Fairview Heights the amount of one dollar (\$1.00).

3. City of O'Fallon herein permits OF-FH COMM personnel engaged in 9-1-1 call answering, processing, and dispatching services and City of Fairview Heights full use of the communication assets for the provision of communication services.

4. City of O'Fallon herein agrees to maintain the communication assets transferred to it, ensuring at all times that the communication assets adhere to the relevant and operative industry standards for communication assets used in emergency services.

5. City of O'Fallon herein agrees to repair or replace the communication assets transferred to it, in the event that any such communications assets were to become damaged or broken. Said replacements shall be of a type equal or better than the communication assets transferred to City of O'Fallon.

6. City of Fairview Heights herein agrees to reimburse City of O'Fallon for any costs of repair or replacement of the communication assets, only if those costs are in addition to the costs necessary for the operation of Communications Center.

7. City of O'Fallon herein agrees to maintain the necessary amount of insurance on the communication assets transferred to it, and further, City of O'Fallon herein agrees to name City of Fairview Heights an additional insured under all insurance policies concerning the communication assets.

8. City of Fairview Heights herein agrees to reimburse City of O'Fallon for the cost of insuring the communication assets equal to the cost sharing agreement between the Member Agencies more fully described in Appendix A.

9. In the event that City of Fairview Heights ceases to be a Member Agency of OF-FH COMM, City of O'Fallon herein agrees to return all previously-transferred communication assets in their present form and function and to restore Fairview Height's ownership interest in its communication assets.

APPENDIX B-1

TRANSFERRED ASSETS FROM CITY OF FAIRVIEW HEIGHTS TO CITY OF O’FALLON

Motorola 800mhz radios, bearing the following unique radio serial numbers:

514CHF2995	205CHH0124	205CHH0160
514CHF3004	205CHH0155	205CHH0123
514CHF2998	205CHH0133	205CHH0151
514CHF2994	205CHH0137	205CHH0164
514CHF3001	205CHH0145	687TGU4936
514CHF2986	205CHH0139	687TGU4919
514CHF2987	205CHH0165	687TGU4918
514CHF3003	205CHH0150	687TGU4935
514CHF3000	205CHH0159	687TGU4875
514CHF2991	205CHH0162	687TGU4926
514CHF3005	205CHH0127	687TGU4927
514CHF2997	205CHH0168	687TGU4859
514CHF2992	205CHH0134	687TGU4925
514CHF2993	205CHH0126	687TGU4922
514CHF2989	205CHH0167	687TGU4917
514CHF3002	205CHH0152	687TGU4924
514CHF2999	205CHH0121	687TGU4933
514CHF2985	205CHH0154	687TGU4931
514CHF2990	205CHH0135	687TGU4928
514CHF2988	205CHH0148	687TGU4934
514CHF2944	205CHH0128	687TGU4932
500CHF4510	205CHH0141	687TGU4921
514CHF2996	205CHH0142	687TGU4920
205CHH0136	205CHH0163	687TGU4871
205CHH0140	205CHH0158	687TGU4923
205CHH0146	205CHH0156	687TGU4873
205CHH0166	205CHH0161	687TGU4867
205CHH0169	205CHH0122	687TGU4877
205CHH0132	205CHH0171	687TGU4858
205CHH0143	205CHH0125	687TGU4970
205CHH0149	205CHH0138	687TGU4861
205CHH0144	205CHH0131	687TGU4864
205CHH0129	205CHH0130	687TGU4866
205CHH0147	205CHH0153	687TGU4876
	205CHH0157	687TGU4874
	205CHH0170	687TGU4868

687TGU4869
687TGU4865
687TGU4929
687TGU4862
687TGU4930
687TGU4870
687TGU4860
687TGU4872
687TGU4863

APPENDIX C

AGREEMENT ON THE TERMS OF THE OFFER OF PROBATIONARY EMPLOYMENT TO FULL TIME FAIRVIEW HEIGHTS TELECOMMUNICATORS BY THE CITY OF O'FALLON

The Parties to this Agreement agree that each of the individuals employed as Telecommunicators in a full time position with the City of Fairview Heights as of the date of this Agreement shall be offered the opportunity to be hired as full time Telecommunicators with the City of O'Fallon as a part of the 911 consolidation process. It is further agreed that the following conditions shall apply:

1. The applicable collective bargaining units and FOP representatives from each Parties' agency have been involved in the discussions concerning the employee aspects of the consolidation and as a result a side letter of agreement between the City of O'Fallon and Illinois Fraternal Order of Police Council O'Fallon Lodge No. 198-2 was agreed upon. Based on the terms of that letter the Parties' protected both the seniority and benefit rights of the full time Fairview Heights' Telecommunicators when, and if, they become City of O'Fallon full time Telecommunicators. The side letter agreement is attached, hereto.
2. The offer and/or acceptance of probationary employment is specifically between each individual full time Fairview Heights Telecommunicator and the City of O'Fallon. Besides the matters covered in this Appendix, the City of Fairview Heights has had no other input or involvement in the decisions or processes of the City of O'Fallon relating to the potential employment of these individuals by the City of O'Fallon.
3. All Fairview Heights full time Telecommunicators who are seeking employment as a Telecommunicator with the City of O'Fallon shall complete all portions of the City of O'Fallon's hiring process, including the employment application, background investigation(s), and any other testing or processes that the City of O'Fallon normally utilizes in their hiring process. The failure of any applicant to successfully complete any portion of the O'Fallon hiring process in a timely manner nullifies the City of O'Fallon's agreement to employ that individual as a full time Telecommunicator.
4. For any full time Telecommunicator who becomes employed by the City of O'Fallon, the City of O'Fallon agrees to place the same number of sick leave hours into that former employee's accrued sick leave bank at O'Fallon that the same Telecommunicator had in his/her sick leave bank at the time of their separation of employment with the City of Fairview Heights, up to the amount allowable by the afore-mentioned side letter agreement between the City of O'Fallon and the FOP. As a part of this Agreement, the City of Fairview Heights agrees to pay the City of O'Fallon for each sick leave hour placed into the employee's O'Fallon sick leave bank at a rate equal to the employee's initial hourly rate of pay upon employment with the City of O'Fallon.

5. Any other accrued benefit leave balances will be handled directly between the City of Fairview Heights and the employee. This includes unused vacation balances and compensatory time balances.

Side Letter of Agreement

City of O'Fallon, Illinois
And
Illinois Fraternal Order of Police Labor Council/
O'Fallon Lodge No. 198-2

Re: City of O'Fallon/City of Fairview Heights Combined 911 PSAP Center

In the event the City of O'Fallon, Illinois (the "Employer") and the City of Fairview Heights, Illinois combine 911 PSAP operations (the "Center"), whereby the Telecommunicators of said Center are employees of the City of O'Fallon; the Employer and the Illinois Fraternal Order of Police Labor Council (the "Union") agree as follows:

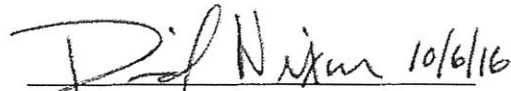
1. The current Fairview Heights Police TC employees will be given the right to first apply for the new TC positions created by the merger of the two 911 PSAP centers.
2. Said employees if so hired by the Employer will be required to serve a one year probationary period.
3. The former Fairview Heights employees would be credited with their seniority, minus any seniority calculations for part-time service.
4. Based upon their full-time seniority, said employees will be placed in the wage schedule at the level of years equating to their full-time seniority; they will also accrue vacation based upon their new seniority date.
5. If one of the said employees elects to bring their accrued leave, including sick leave, with them, they shall be allowed to bring an amount of accrued leave that is no greater than the current O'Fallon employees could have accrued based upon their seniority. This provision shall only be applicable if an agreement is reached between the Employer and the City of Fairview Heights over the portability of such leave.
6. The use of seniority of said employees, as it relates to the use of accrued benefits and other provisions under the current contact, shall reflect their full-time seniority as provided above.

For the City of O'Fallon, Illinois:

For the FOP Labor Council:

Mayor

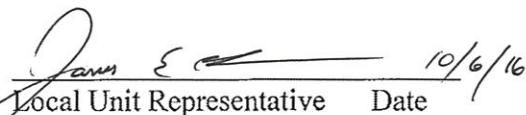
Date



Field Representative

10/6/16

Date



Local Unit Representative

10/6/16

Date