ILLINOIS STATE POLICE Office of the Statewide 9-1-1 Administrator



State of Illinois

Application for 9-1-1 Modification Plan

INTRODUCTION

The following document provides the application for submitting a 9-1-1 Modification Plan that will supply the Department of State Police (Department), the Illinois Commerce Commission (ICC), the Statewide 9-1-1 Advisory Board (Advisory Board) and the Statewide 9-1-1 Administrator (Administrator) with the necessary information about your proposal to modify your 9-1-1 system. All modified plans must comply with 83 Ill. Adm. Code Part 1325.

LONG FORM MODIFIED 9-1-1 PLAN:

The following 9-1-1 system changes require Administrator approval:

- 1) Changing boundaries that require an intergovernmental agreement between local governmental entities to exclude or include residents within the 9-1-1 jurisdiction
- 2) Changing or adding a 9-1-1 system provider
- Changes in network configuration, except as provided for in subsection 1325.200(h), (i.e. implementation of a Next Generation 9-1-1 (NG9-1-1) system)
- 4) Change of Backup PSAP arrangement

The Modified Plan must include the following documents:

General Information	Contact and 9-1-1 System information.
Verification	Notarized statement of truth regarding information provided in the plan.
Letter of Intent	Letter that is sent to the 9-1-1 System Provider with a copy of the plan.
Plan Narrative	A summary of the changes of the proposed system's operation.
Financial Information	A summary of anticipated implementation costs and annual operating costs of the modified 9-1-1 system that are directly associated with 9-1-1 as well as the anticipated revenues.
5-Year Strategic Plan	A detailed plan for implementation and financial projections.
Communities Served	A list of all communities that are served by the 9-1-1 System.
Participating Agencies	A list of public safety agencies (Police, Fire, EMS, etc.) who are dispatched by the 9-1-1 System.
Adjacent Agencies	A list of public safety agencies (Police, Fire, EMS, etc.) that are adjacent to the 9-1-1 System's jurisdictional boundaries.
Attachments (if applicat	ble):
Ordinance	Any local ordinances which dissolve an existing ETSB or creates a new ETSB.
Intergovernmental Agreement	Any intergovernmental agreements or MOU's creating a joint ETSB or any other agreements pertinent to the 9-1-1 system.
Contracts	Contract(s) with a 9-1-1 system provider or for NG-9-1-1 service.
Back-up PSAP Agreement	Establishes back-up and overflow services between PSAPs.
Network Diagram	Provided by the 9-1-1 system provider showing trunk routing and backup configuration.
Call Handling Agreements	Call handling agreements shall describe the primary and secondary dispatch method to be used by requesting parties within their respective jurisdictions.
Aid Outside Jurisdictional Boundaries Agreements	Aid outside normal jurisdictional boundaries agreements shall provide that once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

Carrier ListingA list of each carrier telephone company(s), exchange(s), prefix(es), and the various 9-1-
1 System configurations that will be used in the proposed system.Test PlanThe 911 System's overall plan detailing how and to what extent the network and data
base will be tested.

These modified 9-1-1 Plans must be filed electronically on the Department's website at:

http://www.isp.state.il.us/Statewide911/statewide911.cfm where you will see the box below to submit your plan.

Submit Completed 911 Plans/Waivers

Once the plan is submitted, the Department and the ICC will have 20 days to provide a technical review of the plan to submit to the Administrator for approval.

SHORT FORM MODIFIED 9-1-1 PLAN:

The following modifications do not need to be submitted electronically on the Department's website.

The 9-1-1 Authority must provide written notification to the Administrator at 911_tech_support@isp.state.il.us at least 10 business days prior to making the following changes pursuant to Section 1325.200(h). After review, the Administrator will provide a letter of acknowledgment.

- 1) Permanent relocation of an existing PSAP or backup PSAP facility
- 2) Reduction in 9-1-1 trunks from the selective router to the PSAP
- 3) Further reduction of PSAPs within a 9-1-1 Authority beyond consolidation as required by the Act

The notification should include:

General Information	Contact and 9-1-1 System information.

Plan Narrative A detailed summary of the changes in the proposed system's operation.

Attachments (if applicable):

Network DiagramProvided by the 9-1-1 system provider showing trunk routing and backup configurationCall Handling
AgreementsCall handling agreements shall describe the primary and secondary dispatch method
to be used by requesting parties within their respective jurisdictions.

911 GENERAL INFORMATION

DATE: 03/20/2020		
Type of Change: Long Form Modification Plan	Short Form Modification Pla	an
Current System Name:	Population Served	Land Area in Sq Miles
Kankakee County Emergency Telephone System Board	106000	680

List PSAPs:	Primary	Secondary
KanComm	x	
Bradley	X	

911 System Contact: Tammy Peterson
Street Address: 2380 W. Station St
City, State and Zip Code: Kankakee, IL 60901
Office Telephone: (815) 935-3915
Cellular Telephone: (815) 545-8911
Email: tpeterson@k3county.net

Wireless Coverage for Consolidated System:

100% Phase II compliant

____% Phase I compliant

Please check if applicable:

- <u>X</u> NG9-1-1 capable
- _____ Receive 9-1-1 Text
- _____ Receive 9-1-1 Video

VERIFICATION

I, Tammy Peterson _____, first being duly sworn upon oath, depose and say that I am <u>9-1-1 Coordinator</u> _____, of <u>Kankakee County</u> ; that I have read the foregoing plan by me subscribed and know the contents thereof; that said contents are true in substance and in fact, except as to those matters stated upon information and belief, and as to those, I believe same to be true.

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Subscribed and sworn to before me

this 6th day of April , 2020.

OFFICIAL SEAL MICHELLE L SADLER Notary Public - State of Illinois My Commission Expires September 14, 2021 NOTARY PUBLIC, ILLINOIS

9-1-1 SYSTEM PROVIDER LETTER OF INTENT

March 16, 2020

(Date)

Lisa Wirtanen

(9-1-1 System Provider Company Representative)

AT&T

(9-1-1 System Provider Company Name)

4918 W. 95th St.

(Street Address)

Oak Lawn, IL 60453

(City, State, Zip Code)

Dear Ms. Wirtanen

This letter is to confirm our intent to modify our 9-1-1 System. Enclosed is your copy of our modification plan to be filed with the Department of the Illinois State Police for approval. Thank you for your assistance in this matter.

Sincerely,

unny Xetus (Title)

enclosure: Modification Plan

NARRATIVE STATEMENT:

(Provide a detailed summary of system operations for a modified 9-1-1 plan. Also, if incorporating an NG9-1-1 solution, please include the additional items listed below pursuant to 1325.205 b)12).

- 1) Indicate the name of the certified 9-1-1 system provider being utilized.
- 2) Explain the national standards, protocols and/or operating measures that will be followed.
- 3) Explain what measures have been taken to create a robust, reliable and diverse/redundant network and whether other 9-1-1 Authorities will be sharing the equipment.
- 4) Explain how the existing 9-1-1 traditional legacy wireline, wireless and VoIP network, along with the databases, will interface and/or be transitioned into the NG9-1-1 system.
- 5) Explain how split exchanges will be handled.
- 6) Explain how the databases will be maintained and how address errors will be corrected and updated on a continuing basis.
- 7) Explain who will be responsible for updating and maintaining the data, at a minimum on a daily basis Monday through Friday.
- 8) Explain what security measures will be placed on the IP 9-1-1 network and equipment to safeguard it from malicious attacks or threats to the system operation and what level of confidentiality will be placed on the system in order to keep unauthorized individuals from accessing it.

Plan Narrative:

Kankakee County has two Primary PSAP's. One which answers and serves the Village of Bradley; including dispatching for it's police, fire, and EMS. The second PSAP provides service to the remaining citizens and agencies throughout Kankakee County. All wireless calls are routed to KanComm and those calls originating in Bradley are transferred. Currently approximately 78% of Bradley's calls come in via wireless caller. Bradley and KanComm have approved an Inter-Governmental agreement that will dissolve the Bradley PSAP and all call taking and dispatching will be handled at KanComm; reducing the number of PSAP's within the County to one.

As this is within one system, there are no changes in procedure for split exchanges, error corrections or updates. There will be no additional call handling agreements that are necessary.

Grundy County has tentativly approved the request to become the backup PSAP to KanComm. AT&T reported that no additional trunks will be needed at KanComm to take in Bradley and meet the P.01 grade of service requirements. Because Grundy has split area codes; it it proposed that two additional trunks be added at Grundy to accommodate an increase in calls as Grundy serves at backup to Kendall County as well. Bradley currently has four trunks that will be eliminated. Grundy is part of the StarCom radio system and Kankakee is going live within the next few months. This will allow for continued direct communication with first responders.

Until such time as calls are rerouted and trunks installed, Kankakee can utilize it's geo-diverse configuration allowing one answering position at KanComm to use the Bradley configuration that will capture roll-overs or reroutes until the unmanned PSAP at Bradley is staffed. The unmanned PSAP will be eliminated once Grundy is capable of receiving calls as the backup.

Plan Narrative:

FINANCIAL INFORMATION

Annual recurring 9-1-1 network costs prior to modification	\$ \$ 4,350.00
Projected annual recurring 9-1-1 network costs after modification	\$ \$ 4,350.00
Installation cost of the project	\$ \$ 716.25
Anticipated annual revenues	\$ \$ 1,630,000.00

FIVE YEAR STRATEGIC PLAN FOR MODIFIED PLAN

(Provide a detailed summary of the proposed system's operation, including but not limited to, a five-year strategic plan for implementation of the modified 9-1-1 plan with financial projections)

Narrative:

Operating under a single authority will provide for consistent training to all employees throughout the county providing for the same level of service to all residents and responding agencies. Major events that require mutual aid can be coordinated more efficiently with a greater number of bodies working together.

KanComm will reuse console positions to expand its total position capabilities from 9 to 12 which will allow for training and additional personnel during emergency situations. The ETSB is migrating to StarCom. This consolidation effort will reduce the back room equipment needs saving additional taxpayer dollars. It will eliminate the need for duplicate equipment such as logging recorders and network connections.

The Village of Bradley will see savings estimated at approximately \$500,000 each in personnel costs. KanComm estimates is will cut overtime costs by one-quarter to one-half by way of additional staffing and more efficient scheduling.

COMMUNITIES SERVED

Provide a list of all communities to be served by the proposed 9-1-1 System. Please include the name of the community and the official mailing address including street address, city and zip code.

USE ADDITIONAL SHEETS AS NECESSARY

City, Town or Village	Street Address, City, Zip Code
Kankakee County	189 E Court St, Kankakee, IL 60901
Aroma Park	2200 S. Lowe Rd, Aroma Park, IL 60910
Bourbonnais	600 Main St, NW, Bourbonnais, IL 60914
Bradley	147 S. Michigan Ave, Bradley, IL 60915
Cabery	110 E Main St, Cabery, IL 60919
Chebanse	275 S. Oak St, Chebanse, IL 60922
Essex	PO Box 219, Essex, IL 60935
Grant Park	106 W. Taylor St, Grant Park, IL 60940
Herscher	272 E. Second St, Herscher, IL 60941
Kankakee	304 S. Indiana Ave, Kankakee, IL 60901
Limestone	5404 W. Rte 17, Kankakee, IL 60901
Manteno	98 E. Third St, Manteno, IL 60950
Momence	105 W. Washington St, Momence, IL 60954
Hopkins Park	13580 E. Central St, Pembroke, IL 60958
Reddick	60961
Bonfield	173 E Smith St, Bonfield, IL 60913
St Anne	190 W. Station St, St Anne, IL 60964
Buckingham	121 Maple St, Buckingham, IL 60917
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COMMUNITIES SERVED

Provide a list of all communities to be served by the proposed 9-1-1 System. Please include the name of the community and the official mailing address including street address, city and zip code.

USE ADDITIONAL SHEETS AS NECESSARY

City, Town or Village	Street Address, City, Zip Code
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PARTICIPATING AGENCIES

Provide a list of public safety agencies (Police, Fire, EMS etc.) that are to be dispatched by the 9-1-1 System. Each Agencies land area(s) in square miles and estimated population which will have access to the proposed 9-1-1 System. Do not forget to include County Sheriff's jurisdiction and Illinois State Police Districts. Each agency that appears on this list should also have signed a call handling agreement.

9-1-1 Participant Agencies	Street Address, City, Zip Code	Administrative Telephone No.	Direct Dispatch	Transfer	Call Relay
Limestone Fire	4948 W Rte 17, Kankakee, IL 60901	(815) 932-4664	×		
Manteno Fire	13 S. Walnut St, Manteno, IL 60950	(815) 468-6619	×		
Momence Fire	15 N Pine St, Momence, IL 60954	(815) 472-4525	x		
Pembroke Fire	PO Box 575, Hopkins Park, IL 60944	(815) 944-8129	x		
Pilot Fire	PO Box 671, Herscher, IL 60941	(815) 426-2143	x		
Reddick Fire	210 E Main St, PO Box 80, Reddick IL 6096	(815) 365-4911	x		
Salina Twp Fire	PO Box 126, Bonfield, IL 60913	(815) 935-1411	x		
St Anne Fire	PO Box 408, St Anne, IL 60964	(815) 427-6798	×		
Bourbonnais Fire	1080 Armour Rd, Bourbonnais, IL 60914	(815) 935-9670	x		
Cabery Fire	211 E. Main St, Cabery, IL 60919	(815) 949-1688	x		
Otto Fire	100 W. Chebanse Ave, PO Box 456, Cheba,	(815) 697-2422	x		
Essex Fire	PO Box 94, Essex, IL 60935	(815) 365-4588	×		1
Grant Park Fire	12624 E Rte 1-17, Grant Park, IL 60940	(815) 465-6123	×		
Kankakee Twp Fire	PO Box 2407, Kankakee, IL 60901	(815) 933-2762	x		
Essex Police	219 W. Main, PO Box 219, Essex, IL 60935	(815) 365-2813	×		
St Anne Police	122 S Chicago Ave, PO Box 318 St Anne, IL	(815) 427-8126	×		
Momence Police	29 N Dixie Hwy, Momence, IL 60954	(815) 472-2021	×		
Grant Park Police	100 E Taylor, PO Box 414, Grant Park, IL 6	(815) 465-2151	×		
Manteno Police	269 N Main St, Manteno, IL 60950	(815) 929-4801	×		1
Herscher Police	PO Box 238, Herscher, IL 60941	(815) 426-2131	x		
Aroma Park Police	PO BOX 117, Aroma Park IL 60910	(815) 937-1240	x		
Riverside Ambulance	400 S. Kennedy Dr, Bradley, IL 60915	(815) 935-4359	x		
Superior Ambulance	1080 Armour Rd, Bourbonnais, IL 60914	(815) 465-2151	x		
Bourbonnais Police	700 Main St NW, Bourbonnais, IL 60914	(815) 802-5330	x		
Bradley Police	147 S Michigan, Bradley, IL 60915	(815) 933-3315	x		

PARTICIPATING AGENCIES

Provide a list of public safety agencies (Police, Fire, EMS etc.) that are to be dispatched by the 9-1-1 System. Each Agencies land area(s) in square miles and estimated population which will have access to the proposed 9-1-1 System. Do not forget to include County Sheriff's jurisdiction and Illinois State Police Districts. Each agency that appears on this list should also have signed a call handling agreement.

9-1-1 Participant Agencies	Street Address, City, Zip Code	Administrative Telephone No.	Direct Dispatch	Transfer	Call Relay
Kankakee Police	285 E Oak St, Kankakee, IL 60901	(815) 933-0401	x		
Kankakee County Sheriff	3000 Justice Way, Kankakee, IL 60901	(815) 802-7100	x		
Bradley Fire	147 S Michigan, Bradley, IL 60901	(815) 933-2401	x		
Kankakee Fire	285 E Oak St, Kankakee, IL 60901	(815) 933-0450	x		
Illinois State Police Dist 21	801 S. 7th St, Suite 300-A, Springfield, IL 6			x	
	211 E. Main St, Cabery, IL 60919	(815) 697-2422	×		
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ADJACENT AGENCIES LIST

Provide a list of public safety agencies and existing 9-1-1Systems that are adjacent to the proposed system's boundaries. Each agency that appears on this list should also have signed a call handling agreement and/or aid outside jurisdictional boundaries.

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AGENCY	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER
Iroquois County 911	1001 E Grant St, Watseka, IL 60970	(815) 432-6956
Beaverville Fire	PO Box 118, Beaverville, IL 60912	(815) 435-2211
Chebanse Twp Fire	PO Box 666, Clifton, IL 60927	(815) 694-2441
Iroquois County Sheriff	PO Box 67, Watseka, IL 60970	(815) 432-4918
Papineau Fire	PO Box 295, Papineau, IL 60956	(815) 428-7465
Ford County 911	123 Maple St, Gibson City, IL 60936	(217) 784-5319
Cullom Fire	107 S Maple, PO Box 231, Cullom, IL 60929	(815) 689-2241
Ford County Sheriff	235 N. American St, Paxton, IL 60957	(217) 379-2324
Livingston County 911	844 W. Lincoln St, Suite B, Pontiac, IL 61764	(815) 844-0911
Dwight Fire	111 S. Prairie, Dwight, IL 60420	(815) 584-2373
Kempton Fire	PO Box 34, Kempton, IL 60946	(815) 253-6326
Livingston County Serhiff	844 W Lincoln St, Pontiac, IL 61764	(815) 584-2373
Grundy County 911	78 W. Lowery Rd, Morris, IL 60450	(815) 405-0998
Braceville Fire	PO Box 286, Braceville, IL 60407	(815) 237-8682
Gardner Fire	206 Depot, PO Box 523, Gardner, IL 60424	(815) 237-8806
South Wilmington Fire	330 Lake St, PO Box 285, South Wilmington, IL 60474	(815) 237-2244
Will County 911	16911 Laraway, Joliet, IL 60431	(815) 725-1911
Beecher Fire	PO Box 118, Beecher, IL 60401	(708) 946-6585
Braidwood Fire	275 W Main, PO Box 309, Braidwood, IL 60408	(815) 458-2000
Custer Park Fire	107 S Maple, PO Box 231, Custer Rark, IL 60481	(815) 458-2680
Manhattan Fire	100 Park Rd, PO Box 65, Manhattan, IL 60442	(815) 478-3197
Peotone Fire	7550 W Joliet Rd, Peotone, IL 60468	(708) 258-6884
Will County Sheriff	2402 E Laraway Rd, Joliet, IL 60433	(815) 727-8575
Wilmington Fire Dept	501 N Main, PO Box 245, Wilmington, IL 60481	(815) 476-6675
Illinois State Police Dist 5	16648 Broadway St., Lockport, IL 60441	(815) 726-6377
Illinois State Police Dist 6	800 S Old Airport Rd, Pontiac, IL 61764	(815) 844-1500
Indiana State Police Dist 13	1550 E 181st Ave, Lowell, IN 46356	219-696-6242

ADJACENT AGENCIES LIST

Provide a list of public safety agencies and existing 9-1-1Systems that are adjacent to the proposed system's boundaries. Each agency that appears on this list should also have signed a call handling agreement and/or aid outside jurisdictional boundaries.

AGENCY	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER
Lake County Sheriff Dept	2293 N Main, Crown Point, IN 46349	(219) 755-3400
Lake Twp Fire	PO Box 174, Lake Village, IN 46349	(219) 992-9999
Morocco Fire	PO Box 640, Morocco, IN 47963	(219) 285-2323
Newton County Sheriff	304 E. Seymour, Kentland, IN 47951	(219) 474-3331
Schneider Fire	PO Box 297, Schneider, IN 46376	(219) 690-6088
Ford County Sheriff	235 N. American St, Paxton, IL 60957	(217) 379-2324

CARRIER LISTING

(Wireline, Wireless, VoIP)

Provide a list of each carrier that will be involved in the proposed system.

(USE ADDITIONAL SHEETS AS NECESSARY)

CARRIERS	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER
AT&T	One AT&T Way, Bedminster, NJ	(877) 450-1990
Frontier	211 E North St, Greensburg, IN	(877) 245-3511
Verizon	1120 Sanctuary Parkway, Alpharetta, GA	(800) 451-5242
Sprint	6591 Irvine Center Dr, Irvine, CA	(866) 398-3284
Comcast	5800 S Quebec St, Greenwood Village, CO	(800) 777-9824
Access One	820 W Jackson Blvd, Chicago, IL	(800) 804-8333
Focal Comm	1025 Eldorado Blvd, Broomfield, CO	(877) 453-8353
Global Comm	1120 S Capital of Texas Hwy, Autin, TX	(877) 482-5522
Level 3	1025 Eldorado Blvd, Broomfield, CO	(877) 453-8353
McLeod	4001 N Rodney Parham Rd, Little Rock, AR	(800) 200-1989
PAETEC	4001 N Rodney Parham Rd, Little Rock, AR	(800) 200-1989
Verizon Business	3013 Hungary Spring Rd, Richmond, VA	(800) 483-0911

CARRIER LISTING

(Wireline, Wireless, VoIP)

Provide a list of each carrier that will be involved in the proposed system.

(USE ADDITIONAL SHEETS AS NECESSARY)

CARRIERS	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER
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ATTACHMENTS

Ordinance - The local ordinance which created an ETSB prior to January 1, 2016.

Contracts - The contract for a new 9-1-1 system provider or for NG 9-1-1 service.

Intergovernmental Agreement

Back-up PSAP Agreement - The agreement that establishes back-up service due to interruptions or overflow services between PSAPs.

Network Diagram - Diagram provided by the 9-1-1 System Provider. Re-evaluate P.01 grade of Service for cost savings and network efficiency.

CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

This agreement is made between the 9-1-1 Authority, and the (Public Safety Agency)

______, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

(9-1-1 System Name) ______ receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: ______ (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: _____ (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity number)

AID OUTSIDE JURISDICTION BOUNDARIES

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or nonemergency nature shall be referred to your agency's published telephone number.

The PSAP Center agrees to keep all records, times, and places of all calls. All records will be available to all participants of the 9-1-1 System.

It shall be the responsibility of your agency to maintain the report of the call and the disposition of each call received.

All agreements, management, records, and service will be the responsibility of the 9-1-1 authority.

9-1-1 Authority	Public Safety Agency
Ву	Ву
Title	Title

TEST PLAN DESCRIPTION

1) Description of test plan (back-up, overflow, failure, database).

A manual reroute of the Bradley trunks to KanComm will be in place until the final work for Grundy is completed. At that time, all KanComm trunks will be busied out to test the backup and overflow of calls to the backup PSAP of Grundy County.

2) List wireline exchanges to be tested.

The Kankakee Exchange including 928, 933, 935, 937, 939, and 936

3) List of wireless and VoIP Carriers to be tested.

Wireless calls currently route to KanComm - no testing is needed. Known VoIP Carriers are: ComCast,

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 be come 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 21st 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

By: im Its President Attest Its Secretary

Dated: 0,70

VILLAGE OF BRADLEY, ILLINOIS

a

Village President

Attest: illage Clerk Dated:



CONFIDENTIAL - AT&T ILLINOIS 9-1-1 PUBLIC SAFETY

KANKAKEE COUNTY ETSB/GRUNDY COUNTY ETSB BACKUP 9-1-1 FACILITIES (KANKAKEE TO GRUNDY)

THIS AGREEMENT is made and entered into between the Kankakee County ETSB (hereinafter referred to as, "Kankakee"), and the Grundy County ETSB (hereinafter referred to as, "Grundy").

WITNESSETH:

WHEREAS, Kankakee currently is certified to provide and operate an Enhanced 9-1-1 telephone service for several communities and rural unincorporated Kankakee County under Illinois Commerce Commission Order #91-0199.

WHEREAS, Grundy ETSB is certified to provide Enhanced 9-1-1 telephone service for several communities and rural unincorporated areas of Grundy County under Illinois Commerce Commission Order #91-0286.

WHEREAS, Article VII. Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1 et seq. authorize units of local government to enter into intergovernmental cooperation contracts; and

WHEREAS, Kankakee and Grundy mutually desire to enter into an Agreement establishing the Grundy Dispatch Facility as Kankakee's dispatch backup center in the event the Kankakee PSAP closes down for a period of time due to an emergency situation.

NOW, THEREFORE, in consideration of the mutual covenants herein, the Kankakee County ETSB and the Grundy County ETSB do hereby agree as follows:

- 1. Beginning upon the execution of this Agreement by both parties, when, at any time, the Kankakee PSAP closes down for a period of time due to an emergency situation, the Kankakee PSAP shall use Grundy PSAP as their emergency 9-1-1 backup center.
- 2. Whenever the need for the utilization of the emergency backup center arises, the Kankakee PSAP will contact Grundy PSAP and advise the reason along with the estimated length of time the emergency backup center will be utilized. The Kankakee PSAP shall not be required to incur or pay costs of any kind as a result of this Agreement, however, Kankakee agrees to indemnify and reimburse the Grundy PSAP for any costs they would incur in the actual performance of this Agreement.
- 3. Grundy agrees to designate the Grundy Dispatch Facility to serve as the Kankakee PSAP backup without any compensation.
- 4. Grundy agrees to designate server rack space for Kankakee servers, connection to the building UPS and generator systems.

5. Any notice or other communications permitted or required to be given to either party shall be in writing and shall be personally delivered or mailed by registered or certified U.S. Mail postage prepaid, to the party to receive same as follows:

Kankakee County Emergency Telephone System Board 2380 W. Station St Kankakee, IL 60901

Grundy County Emergency Telephone System Board Attn: Chairman 111 East Illinois Avenue Morris, IL 60450

Notice delivered by personal delivery shall be considered received immediately upon receipt, and notice by U.S. Mail shall be considered served upon receipt or four (4) days after mailing, whichever is sooner.

- 6. This Agreement shall be effective at which time it is executed by authorized officials of the Kankakee and Grundy ETSB, and unless otherwise terminated, this Agreement shall remain in effect perpetually until either the Kankakee or the Grundy ETSB notified the other party in writing that this Agreement shall be terminated on a date certain not less than one hundred eighty (180) days after the effective date of this service of the notice to terminate this Agreement.
- 7. If in the event a Court of proper jurisdiction determines that any portion or portions of this Agreement are invalid, the parties agree that such invalidity shall not, to the extent permitted by law, affect the validity of the remaining portions of this Agreement.
- 8. This Agreement shall not be assigned by either Kankakee or the Grundy ETSB and any purported assignment of this Agreement by either party shall be null and void, provided however, the Kankakee or Grundy ETSB shall be entitled to assign this Agreement to any successor entity of the Kankakee or the Grundy ETSB.
- 9. Kankakee ETSB agrees to defend, indemnify and hold Grundy, its officers, directors, agents and employees harmless from and against any loss, liability, cost or expense (including reasonable attorneys' fees and Court costs) which Grundy may sustain or incur if, and to the extent that, such loss, liability, cost or expense arises out of the negligence or willful misconduct of Grundy ETSB, its members, managers, officers, directors, agents or employees, in rendering services under this Agreement.
- 10. Grundy agrees to defend, indemnify and hold Kankakee ETSB, its officers, directors, agents and employees, harmless from and against any actual loss, liability, cost or expense (including reasonable attorneys' fees and Court costs) which Kankakee ETSB may sustain or incur if, and to the extent that, such loss, liability, cost or expense arises out of the negligence or willful misconduct of Kankakee, its officers, directors, agents or employees.

- 11. This Agreement constitutes the complete, final, and entire Agreement between the Kankakee and the Grundy ETSB with regard to the subject matter of this Agreement, and it supersedes any prior Agreements, either written or oral between the parties.
- 12. Any modification to this Agreement shall be null and void unless the modification is in writing and executed by both parties.
- 13. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

IN WITNESS THEREOF, the undersigned have caused this Agreement to be duly executed.

Kankakee County Emergency Telephone System Board

Grundy County Emergency Telephone System Board

By:

EMAN LANKAKAEL Titley

Date:

BY: Brentste

ETSB undya Title:

Date: