

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



**State of Illinois**

**Application for**  
**9-1-1 Modification Plan**



# VERIFICATION

I, Jillianne Chuffo, first being duly sworn upon oath, depose and say that I am Emergency Communications Manager, of Naperville PSAP; 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.



Jillianne Chuffo  
Jillianne Chuffo, ECM Naperville PSAP

Subscribed and sworn to before me

this 27<sup>th</sup> day of May, 20 22.

Jill A. Bridges  
NOTARY PUBLIC, ILLINOIS

# 9-1-1 SYSTEM PROVIDER LETTER OF INTENT

05/27/2022

\_\_\_\_\_  
(Date)

Lisa Wirtanen, 9-1-1 Service Executive

\_\_\_\_\_  
(9-1-1 System Provider Company Representative)

AT&T

\_\_\_\_\_  
(9-1-1 System Provider Company Name)

4918 W. 95th Street

\_\_\_\_\_  
(Street Address)

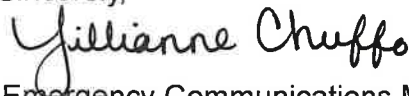
Oak Lawn, IL 60453

\_\_\_\_\_  
(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,



Emergency Communications Manager  
Naperville PSAP

(Name)

(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:

The Naperville-Aurora 9-1-1 System is transition from E9-1-1 to Next Generation 9-1-1 (NG911). AT&T is the 9-1-1 System Provider ("SSP). The Naperville-Aurora 9-1-1 System will comply with all Federal and State laws and with National Emergency Number Association Standards (NENA) that pertain to NG911 including the NENA i3 Standard for Next Generation – NENA-STA-010.3a-2021.

The state of Illinois has selected AT&T to provide a statewide Next Generation 9-1-1 System. AT&T's ESInet combines AT&T's network capabilities with technology from Intrado Life & Safety, Inc. (Intrado). The AT&T ESInet solution will facilitate an efficient transition from legacy 9-1-1 networks to networks capable of supporting the growing demands of a mobile society. With AT&T ESInet, the state is taking advantage of AT&T's investment in a pre-built, cloud-base solution that delivers next-generation functionality. AT&T is also providing their industry-leading AT&T VPN MPLS network for primary access to all PSAPs. AT&T's ESInet solution is a combination of their IP network and Next Gen Core Services (NGCS) components that includes industry leading SLAs, management services and tools to help ensure that they provide the best possible service.

The design is based on building redundant systems to avoid any single point of failure (SPOF) in the ESInet and the overall NG9-1-1 Network Architecture. The NG9-1-1 system will provide flexibility in the routing of calls. The ESInet being deployed has all PSAPs connected and can route calls based on not only location, but also by availability. In a Next Generation solution, a call will be answered through intelligent routing. Additionally, there will be more available positions to answer calls because all connected and tested PSAPs will be technically able to answer the call and will be able to dispatch or transfer the call to another PSAP.

AT&T's ESInet defense-in-depth security is built into the architecture. AT&T's Global IP network is monitored by 8 different Security Operations Center (SOC) facilities located across the world. AT&T uses its security portfolio capabilities to protect their data centers and networks.

AT&T's ESInet provides six (6) geographically diverse and fully redundant facilities to increase resiliency and survivability in natural and man-made disaster scenarios, with scalable capacity capable of supporting more than twice the 9-1-1 busy hour call for the entire United States. AT&T has documented business continuity and restoration plans, including complex disaster and evacuation contingencies. The 24x7 operations center employs an Incident Handling process modeled on FEMA's Incident Command System,

## Plan Narrative:

with notifications built into the process.

The ESInet is monitored 24x7x365 from a NOC with tier 2 and tier 3 technical resources dedicated to the AT&T ESInet. AT&T's 9-1-1 Resolution Center has dedicated public safety resources.

The AT&T ESInet provides a flexible routing platform that supports both ESN (tabular) and GIS (spatial) routing on the same Emergency Call Routing Function (ECRF).

The AT&T ESInet solution will interconnect to legacy selective routers as defined per NENA standards. AT&T provides redundant, public safety grade points of presence in each LATA for OSP ingress locations for Legacy Network Gateways (LNGs).

AT&T will interconnect to Legacy Selective Routers to transfer and/or receive calls with Automatic Number Identification (ANI) and Automatic Location Identification (ALI) information to the State's NGCS via legacy means through the Legacy Selective Router Gateway (LSRG). Interconnections will also allow legacy PSAPs served by legacy selective routers to serve as the abandonment route for PSAPs served by the AT&T ESInet solution.

Connectivity extends beyond the internal ESInet transport to external network and OSP interfaces. The ESInet supports both TDM and IP OSP ingress at geographically distributed Points of Interconnection (POI's). The ESInet supports standards-based protocol interfaces to external ESInets for call hand-off and call transfers. With pre-established connectivity capabilities, PSAPs on the ESInet have the ability to transfer calls to PSAPs on other ESInets or PSAPs that have not yet transitioned off legacy selective routers.

AT&T will coordinate getting the OSPs records into the AT&T ESInet database. AT&T will also jointly plan the interconnecting network with the OSP. Circuits will be ordered and implemented between the OSP and the ESInet POI. The ESInet POI may reside in an AT&T office or hub. AT&T will cooperatively test and turn up all trunking arrangements with the OSP. Traffic migrations from the legacy to new AT&T infrastructure will follow.

AT&T is responsible for negotiating interconnection agreements and trunking arrangements with each service provider. Interconnection agreements will include the roles and responsibilities of the Parties related to the exchange of 9-1-1 traffic including but not limited to, split rate centers, tandem to tandem and IP connections. GIS data is submitted to the AT&T ESInet via a web-based spatial interface (SI) portal. The portal provides secure GIS file transfer. 9-1-1 Authorities can maintain their local database schema and configure database changes using attribute field mapping tools.

The Spatial Interface (SI) validation engine logs errors and refers errors back to the originating 9-1-1 Authority in comprehensive reports that are retrieved in the 9-1-1 Enterprise Geospatial Database Management System (9-1-1EGDMS). Validation errors are corrected by the 9-1-1 Authority within their own GIS database. Updates are submitted and processed on an on-going basis.

AT&T's ESInet cyber security policies, standards, and guidelines are consistent with industry best practices as defined by International Organization for Standardization and Control Objectives for Information and related Technology. The AT&T ESInet is a highly secure, privately managed IP network providing IP based call routing services for next generation 9-1-1 call delivery. All inbound and outbound traffic interactions are with pre-authorized entities, utilize agreed upon protocols and traverse controlled access points. Call processing and real-time data delivery are protected through both physical and logical controls.

Sensitive data resides in trusted data centers that employ logical and physical access controls. All hardware and software elements deployed in a production environment go through stringent release management processes that incorporate thorough penetration scan testing. Corporate and development environments are separate from production and are not used in development or system test environments. Inter-zone traffic is restricted to only that of authorized personnel and the necessary protocols destinations used to support the management and applications of the ESInet with all other traffic implicitly denied by way of redundant and diverse Session Border Controllers (SBC) and stateful firewalls.

A Network Operations Center (NOC) staffed 24 hours a day, seven days a week, 365 days a year to actively monitor and manage the AT&T ESInet end-to-end service is provided. When a potential or actual Customer-affecting issue is detected, the Incident Administration team is engaged by the NOC. The team uses established processes that are ISO 9001:2008-compliant for immediate escalation, notification, resolution, and reporting. All buildings, NOC and Data Center access are monitored by 24x7 security and access control systems.

Plan Narrative:

Naperville PSAP back-up and overflow is Aurora PSAP/no changes to current plan  
Aurora PSAP back-up and overflow is Naperville PSAP/no changes to current plan  
Aurora has an unmanned back up center at 3770 McCoy Dr., Aurora  
Naperville has an unmanned back up center at 1392 Aurora Ave., Naperville

The transfer method that will be deployed will be the method both Naperville and Aurora are currently using. Transfers to participating and adjacent agencies will be completed with a one button direct transfer. Transfers to other agencies will be completed using an active directory with a two click direct transfer.

Naperville and Aurora's Text Control Center is Intrado with current integration to the VIPER call handling equipment. Aurora deployed Text-to-911 in July 2021 and Naperville deployed in September 2021. Both Naperville and Aurora have information on Text-to-911 on their respective city websites including frequently asked questions, how to text 911, what information the telecommunicator needs, and informative videos. Naperville provided a press release when Text-to-911 went live and this information was shared via news articles, radio and television broadcast, and social media. Much of the information shared included Text-to-911 etiquette and frequently asked questions.

## FINANCIAL INFORMATION

Annual recurring 9-1-1 network costs prior to modification	\$ _____	N/A
Projected annual recurring 9-1-1 network costs after modification	\$ _____	TBD
Installation cost of the project	\$ _____	TBD
Anticipated annual revenues	\$ _____	N/A









# 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
Allegiance	724 Professional Dr N, Shreveport, LA 71105	(318) 212-0012
AT&T IP	208 S Akard St, Dallas, TX 75202	(210) 821-4105
Cbeyond	320 Interstate North Pkwy, Atlanta, GA 30339	(866) 424-5100
Cimco	1901 S Meyers Rd, Oakbrook Terrace, IL 60181	(630) 691-8080
Focal	1025 Eldorado Blvd, Broomfield, CO 80021	(847) 453-8353
Frontier	212 W Van Buren St, Chicago, IL 60607	(312) 697-0934
GlobalComm	200 E Randolph St FLR. 23, Chicago, IL 60601	(312) 583-9530
Intermedia	100 Mathilda Pl Ste 300, Sunnyvale, CA 94086	(800) 379-7729
Level 3	1025 Eldorado Blvd, Broomfield, CO 80021	(877) 253-8353
MCI	22001 Loudoun County Pkwy, Ashburn, VA 20147	(877) 297-7816
McLeod	1770 Boyson Rd, Hiawatha, IA, 52233	(800) 332-2385
MGC	210 S D St, Oskaloosa, IA 52577	(641) 676-1000
MFS	130 E Randolph St, Chicago, IL 60601	(312) 946-0060
Paetec	4001 N Rodney Parham Rd, Little Rock, AR 72212	(800) 345-4484
Sprint	6001 Sprint Pkwy, Overland Park, KS 66211	(866) 398-3284
TDS Metrocom	910 Harlem Rd, Machesney Park, IL 61115	(815) 877-6874
Winstar	230 Park Ave Ste 2700, New York, NY 10169	(888) 946-7827
World Com	6001 Sprint Pkwy, Overland Park, KS 66211	(866) 398-3284
XO Comm	303 E Wacker Dr Lower C10, Chicago, IL, 60601	(888) 575-6398
AT&T Mobility	1205 Lenox Park Blvd NE, Brookhave, GA 30319	(800) 635-6840
T-Mobile/Sprint	12920 SE 38th St, Bellevue, WA 98006	(877) 653-7911
US Cellular	8410 W Bryn Mawr Ave, Chicago, IL 60631	(800) 333-4847
Verizon Wireless	1095 Avenue of the Americas, New York, NY 10036	(800) 483-0911
Vonage	23 Main St, Holmdel, New Jersey 07733	(732) 231-6705

# 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.

1. Back-up PSAP Agreement - IGA between Naperville, Aurora, and North Aurora ETSB.  
Page 3; #8.
2. Network Diagram

**AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF NAPERVILLE, THE CITY OF AURORA, AND THE  
VILLAGE OF NORTH AURORA REGARDING THE FUNCTION OF THE  
NAPERVILLE EMERGENCY TELEPHONE SYSTEM BOARD**

**WHEREAS**, the Naperville Emergency Telephone System Board (hereinafter "Naperville ETSB") was created by Section 15.4 of the Illinois Emergency Telephone System Act, 50 ILCS 750/15.4 and ordinance of the City of Naperville City Council for the purpose of planning and implementing a 9-1-1 emergency telephone system in the City of Naperville; and

**WHEREAS**, Naperville ETSB was issued a Certificate of Authority to operate a 9-1-1 system by the Illinois Commerce Commission, Order #92-0158, Modification 10-0623; and

**WHEREAS**, since 1992 the Naperville ETSB has operated a 9-1-1 system that serves the residents of the City of Naperville; and

**WHEREAS**, the City of Aurora and the Village of North Aurora, Illinois municipal corporations, have been members of the Kane County Emergency Telephone System Board (hereinafter "Kane County ETSB") 9-1-1 System since its inception; and

**WHEREAS**, the City of Aurora and the City of Naperville have for many years provided failover 9-1-1 system services each for the other; and

**WHEREAS**, the City of Aurora at all times has maintained under the authority of the Kane County ETSB a public safety answering point (PSAP) at the Aurora Police Department which is responsible for answering 9-1-1 calls directed to the City of Aurora and to the Village of North Aurora and dispatching those calls to the appropriate public safety agency; and

**WHEREAS**, the City of Aurora and the Village of North Aurora recently came under the authority and jurisdiction of the Naperville ETSB; and

**WHEREAS**, the City of Aurora, Village of North Aurora and the City of Naperville are Illinois Municipal Corporations with the statutory power to enter into intergovernmental agreements between them, with the City of Aurora having an existing PSAP, and Naperville having an ETSB and an existing PSAP; and

**WHEREAS**, the City of Aurora and the City of Naperville have a history of collaboration to save taxpayers' dollars by participating in joint purchasing agreements of police communications technology including a shared Harris Radio System and a joint video conference system; and

**WHEREAS**, the City of Naperville, the City of Aurora and the Village of North Aurora desire to set forth the operational and functional aspects of the Naperville ETSB in an Intergovernmental Agreement.

**NOW THEREFORE IT IS AGREED BY THE CITY OF NAPERVILLE, THE CITY OF AURORA, AND THE VILLAGE OF NORTH AURORA AS FOLLOWS:**

1. All recitals set forth above are incorporated herein and made a part thereof, the same constituting the factual basis for this Agreement.
2. **Scope of Agreement.** This Agreement sets forth the operational and functional aspects of the Naperville ETSB now that the City of Aurora and Village of North Aurora are part of the jurisdictional boundaries of the Naperville ETSB. This Agreement does not create a Joint ETSB under the Emergency Telephone System Act, 50 ILCS 750/01 et seq. but rather memorializes the merger of the City of Aurora's existing PSAP into the existing Naperville ETSB.
3. **Public Safety Answering Points ("PSAP").** The Naperville ETSB will now have two PSAPs, one located at 1350 Aurora Ave., Naperville ("Naperville PSAP") and a second located at 1200 E. Indian Trail, Aurora ("Aurora PSAP"). The City of Aurora and City of Naperville will continue to operate and maintain their own respective PSAPs. The City of Aurora will provide PSAP services to the Village of North Aurora pursuant to its Agreement, "North Aurora Agreement," which is attached hereto as Exhibit A.
4. **Dispatching Services.** This Agreement will not change the status quo of dispatch services for the City of Naperville or the City of Aurora or their respective PSAPs. The City of Naperville will provide dispatch services to the applicable residents of Naperville. The City of Aurora will provide dispatch services to the applicable residents of Aurora. The City of Aurora will also provide any dispatch services set forth in the North Aurora Agreement.
5. **Funding.** The intent of this Agreement is to ensure that the surcharge funds collected from or attributable to City of Naperville residents support the Naperville PSAP and that the surcharge funds collected from or attributable to City of Aurora and Village of North Aurora residents support the Aurora PSAP. To the extent possible, the funds for the two PSAPs shall be kept separate and the funds distributed for each PSAP shall be used to support the respective PSAP. To the extent that the funds are not distributed by the State of Illinois or Illinois State Police to the specific PSAP, the Naperville ETSB shall take all steps to distribute the funds to the appropriate PSAP and shall reflect the intent of this Agreement. The Naperville ETSB shall distribute the revenues according to the ESN lines for wireline funds and by ZIP code from cell phone, Voice over Internet Protocol ("VoIP"), and other applicable wireless technology customer bills for wireless

funds to the corresponding municipality. The intent of this Agreement is further that the expenditures from the ETSB Fund are tied to the respective municipal PSAPs and that no municipality shall be able to block or require the use or expenditure of another municipality's PSAP funds.

6. **ETSB Board.** The Naperville ESTB Board shall be amended include representation from the City of Aurora and Village of North Aurora. The members of the Naperville ETSB Board shall include:
  - a. Naperville Police Chief (Chairman)
  - b. Aurora Police Chief
  - c. North Aurora Police Chief
  - d. Naperville Fire Chief
  - e. Aurora Fire Chief
  - f. City Council Member from Naperville
  - g. City Council Member from Aurora
  - h. Naperville PSAP Director
  - i. Aurora PSAP Director (non-voting member)
  - j. Two (2) Naperville Residents; and
  - k. Aurora Resident

If the Naperville Police Chief, Aurora Police Chief, North Aurora Police Chief, Naperville Fire Chief, or Aurora Fire Chief are unable to attend a Naperville ETSB Board meeting, the absent Chief may, in said Chief's sole discretion, designate an employee from their respective department to attend the meeting in the absent Chief's stead. The absent Chief's designee shall serve as a proxy for the absent Chief and have all of the rights and responsibilities of the absent Chief including the right to vote on all matters before the Naperville ETSB Board.

The Naperville ETSB Board shall adopt a policy to allow members to participate electronically. In the event of a tie, the Board Chairman shall cast the tie-breaking vote.

The City of Naperville shall pass an ordinance amending the Naperville ETSB Board to reflect this Agreement.

7. **Equipment.** The intent of the Parties is that each municipality will be responsible for purchasing and maintaining its own equipment. Nothing in this Agreement shall require any municipality to pay or the maintenance, repair or replacement of the other municipality's equipment. However, nothing in this Agreement shall prohibit the Parties from agreeing to cooperate in the purchase, maintenance, repair or replacement of equipment.
8. **Backup/assistance.** The City of Naperville and the City of Aurora shall serve as the other's failover 9-1-1 system provider as is currently the arrangement between the Parties, a copy of the 9-11 Failover Agreement is attached as Exhibit [A].



9. **Liabilities.** As the dispatch services are being assumed by the separate PSAPs, The City of Naperville shall be responsible for any and all liability associated with the City of Naperville's dispatch services and Naperville's PSAP. Likewise, the City of Aurora shall be responsible for any and all liability associated with the City of Aurora's dispatch services and Aurora's PSAP. The City of Aurora and the Village of North Aurora further agree to release, defend and hold the Naperville ETSB and the City of Naperville and its officers, employees and agents harmless from and against any and all injury, claim, demand, suit, cause of action, judgment, execution, liability, debt, losses, damages or penalty as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever, (the "Claims") that may at any time arise out of, result from, or be alleged to arise out of or result from or in any manner connected with, directly or indirectly, City of Aurora and Village of North Aurora's operation of City of Aurora's PSAP or City of Aurora or Village of North Aurora's dispatching or police services. The City of Naperville further agree to release, defend and hold the Village of North Aurora and the City of Aurora and its officers, employees and agents harmless from and against any and all injury, claim, demand, suit, cause of action, judgment, execution, liability, debt, losses, damages or penalty as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever, (the "Claims") that may at any time arise out of, result from, or be alleged to arise out of or result from or in any manner connected with, directly or indirectly, City of Naperville's operation of City of Naperville's PSAP or City of Naperville's dispatching or police services.

10. **General Provisions.**

A. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by facsimile. Facsimile notices shall be deemed valid upon confirmed transmission followed by notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt or the date of confirmed fax transmission. By notice complying with the requirements of this Section 9.A, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to Naperville shall be addressed to, and delivered at, the following address:

City of Naperville  
400 S. Eagle Street  
Naperville, IL 60540  
Attention: City Manager and Police Chief

With a copy to:

Jill Pelka-Wilger  
400 S. Eagle Street  
Naperville, IL 60540

Notices and communications to Aurora shall be addressed to, and delivered at, the following address:

City of Aurora  
44 E. Downer Place  
Aurora, IL 60505  
Attention: City Manager and Police Chief

With a copy to:

Alayne Weingartz  
44 E. Downer Place  
Aurora, IL 60505

B. Time of the Essence. Time is of the essence in the performance of this Agreement.

C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

D. Non-Waiver. No party shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of any party to exercise at any time any right granted to such party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the party's right to enforce that right or any other right.

E. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is

required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

F. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois. The Parties agree that any disputes which arise as a result of this Agreement will be heard in a court of competent jurisdiction located in the Eighteenth Judicial Circuit, DuPage County Illinois.

G. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

H. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

I. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

J. Exhibits. Exhibit A attached to this Agreement is, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

K. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with applicable law.

L. Changes in Laws. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the future.

M. Authority to Execute. Each party hereby warrants and represents to the other parties that the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of such party.

N. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against the City of Aurora, the City of North Aurora and the City of Naperville.

O. Force Majeure. Neither the City of Naperville, the Naperville ETSB, the City of Aurora nor the Village of North Aurora will be obligated to perform any of their obligations hereunder if prevented from doing so by reasons outside of their reasonable control, including, but not limited to, events of force majeure.

P. Assignment. Neither the City of Naperville, the Naperville ETSB, the City of Aurora nor the Village of North Aurora will assign, delegate or otherwise transfer all or any part of their rights or obligations under this Agreement, or any part hereof, unless as approved in writing by the other party. The absence of written consent will void the attempted assignment, delegation or transfer and will render it of no effect.

Q. Cooperation. The City of Naperville, the Naperville ETSB, the City of Aurora and the Village of North Aurora agree at all times to use their best efforts to cooperate fully with one another in the implementation of this Agreement.

R. Counterparts. This Agreement may be comprised of several identical counterparts, each of which may be fully executed by the Parties hereto and, once executed, will be deemed an original having identical legal effect.

S. Non Liability of Public Officials. No official, employee or agent of the City of Naperville, the Naperville ETSB, the City of Aurora or the Village of North Aurora will be charged personally by the other party with any liability or expense of defense or be held personally liable under any term or provision of this Agreement or because of the City of Naperville, the Naperville ETSB, the City of Aurora or the Village of North Aurora's execution or attempted execution or because of any breach hereof.

DATED this 1st day of December, 2016.

Steve Chiaro  
Mayor, City of Naperville

Ray Jones  
Mayor, City of Aurora

Dale Berna  
President, Village of North Aurora

ATTEST: Tom Gallucci  
City Clerk, City of Naperville



ATTEST: Wendy McLamb  
City Clerk, City of Aurora  
By Sara Townsend, Deputy City Clerk

ATTEST: Lori Murray  
Village Clerk, Village of North Aurora  
By: Cynthia Ferraco  
DEPUTY CLERK

# TEST PLAN DESCRIPTION

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

See next page

2) List wireline exchanges to be tested.

List will be provided by Intrado prior to ORT. All current exchanges will be tested within Naperville and Aurora.

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

AT&T  
T-Mobile/Sprint  
Verizon  
US Cellular  
Vonage

### Test Plan Description i3

TEST #	TEST CASE	TYPE
1	Trunk Verification (SIP)	Call Routing
2	Trunk Verification (SS7 Ingress from LSR)	Call Routing
3	Trunk Verification (SS7 Egress from AGC to LSR)	Call Routing
4	Perform reboot and validation on each AT&T network edge router at PSAP	Failover test
5	Perform WAN interface shutdown and validation on each AT&T network edge router at PSAP	Failover
6	Perform reboot and validation on each ATT Interface Router (between CPE and AT&T router)	
7	Wireline Call Routed to PSAP through AT&T ESInet	Equipment
8	Wireless Call Routed to PSAP through AT&T Esinet	Equipment
9	VOIP Call Routed to PSAP through AT&T ESInet	Equipment
10	CPE bids i3 Components	Call Handling
11	i3 Routing Fails, Routing via SRDB for Wireline call	Call Routing
12	i3 Routing via ECRF for Wireline call	Call Routing
13	i3 Transfer: Fixed Bridge Conferencing Confirmation (Call to IP PSAP then bridge to i3 PSAP if available – willing PSAP)	Call Handling
14	S/R Transfer: Selective Bridge Conferencing Confirmation, if used by the PSAP	Call Handling
15	S/R Transfer: Fixed Bridge Conferencing Confirmation	Call Handling
16	S/R Transfer: Fixed Bridge Conferencing Confirmation	Call Handling
17	PSTN Transfer: Fixed Bridge Conferencing Confirmation	Call Handling
18	Manual Transfer to valid local TN	Call Handling
19	Manual conference bridging to invalid unassigned number	Call Handling
20	Manual conference bridging to a valid 8YY number	Call Handling
21	Manual conference bridging to a valid Busy number	Call Handling
22	Manual conference bridging to a Multi-Party Conference	Call Handling
23	Manual conference bridging to a valid long-distance cell	Call Handling
24	Alternate Routing	Call Routing
25	Ring no Answer Timer	Call Routing
26	No position Logged In	Call Routing
27	Abandonment Routing	Call Routing
28	Un-Abandonment Routing	Call Routing
29	Abandonment Routing – PAD Testing (if PAD available)	Call Routing
30	Un-Abandonment Routing – PAD Testing (if PAD available)	Call Routing
31	Test line appearances that appear on each CPE	Call Processing
32	TTY call	Call Handling
33	TTY conference call	Call Handling