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 Consolidation 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 consolidate your 9-1-1 system. All consolidations plans must comply with 83 Ill. Adm. Code Part 1324.

The Emergency Telephone System Act ("ETSA" or "Act") (50 ILCS 750) Section 15.4a(b) states that each 9-1-1 authority or qualified governmental entity required to consolidate must file a consolidation plan by July 1, 2016.

There are three consolidation categories. Please find below the documents that need to be included when filing a consolidation plan for each category.

- 1) Consolidation of an unserved county with an existing 9-1-1 authority and the creation of a Joint ETSB
- 2) Consolidation of either paper ETSB's or multiple ETSB's resulting in the creation of a Joint ETSB and consolidation of individual PSAP's
- 3) Consolidation of PSAPs within an ETSB

Consolidation Plans defined under categories 1) and 2) above, must include the following documents when submitting a consolidation plan:

| 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 consolidated or 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 applicabl | e): | |
| 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 trunking 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 | 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 | |

| Boundaries Agreements | shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries. |
|--------------------------|---|
| Carrier Listing | A 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 Plan | The 911 System's overall plan detailing how and to what extent the network and data base will be tested. |

These consolidation 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

The Department and the ICC have 20 days to complete the technical review of your plan. An Administrative Law Judge (ALJ) will then have 20 days to hold a hearing and make a recommendation to the Advisory Board. From that point the Advisory Board has 20 days to hold a public hearing on the plan and provide a recommendation to the Administrator. Upon receipt of the Advisory Board's recommendation, the Administrator will have 30 days to provide a written decision to the applicant.

Consolidations Plans defined under category 3) above 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. The following documents must be included in this notification:

| 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 Diagram | Provided by the 9-1-1 system provider showing trunking routing and backup configuration | | |
|-----------------|---|--|--|
| Call Handling | Call handling agreements shall describe the primary and secondary dispatch method | | |
| Agreements | to be used by requesting parties within their respective jurisdictions. | | |

911 GENERAL INFORMATION

| DATE: 08/01/2017 | | |
|--|------------------------|-----------------------|
| Type of Change: Consolidation within an ETSB | Joint ETSB Uns | erved consolidation |
| Current System Name: | Population Served | Land Area in Sq Miles |
| Kane County Emergency Telephone System Board | 350000 | 475 |
| | | |
| | | |
| | 350000 | 475 |
| System Name after Consolidation: Kane County Emergency | Telephone System Board | |

| PSAP EFFECTED: (Consolidation Plans Only) | | Consolidation/ Remain Open | Decommission/ Close | Primary | Secondary |
|--|-------------------------------------|-------------------------------|------------------------|---------|-----------|
| (Consolidation Plans Only) | | rioman open | 01000 | | |
| Aurora PSAP | (Opt-Out From The Kane County ETSB) | X | | X | |
| | (Opt-In To The Naperville ETSB) | | | | |
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| 911 System Contact: Roger Fahnestock | | |
|--|--|--|
| Street Address: 719 S. Batavia Avenue | | |
| City, State and Zip Code: Geneva, Illinois 60134 | | |
| Office Telephone: (630) 232-3570 | | |
| Cellular Telephone: (630) 444-1003 | | |
| Email: fahnestockroger@co.kane.il.us | | |

Wireless Coverage for Consolidated System:

100 % Phase II compliant

____% Phase I compliant

Please check if applicable:

- X NG9-1-1 capable
- X Receive 9-1-1 Text
 - _____ Receive 9-1-1 Video

VERIFICATION

I, Roger Fahnestock _____, first being duly sworn upon oath, depose and say that I am the ETSB Chairman _____, of the Kane County ETSB _____; 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.

5

Roger Fahnestock, ETSB Chairman

Subscribed and sworn to before me this 17 20 17 . day of NOTARY PUBLIC, ILLINOIS "OFFICIAL SEAL" AYESHA TAGUE Notary Public, State of Illinois My commission expires 08/26/20

9-1-1 SYSTEM PROVIDER LETTER OF INTENT

05/10/17

(Date)

Ms. Lisa Wirtanen (9-1-1 System Provider Company Representative)

AT & T

(9-1-1 System Provider Company Name)

4918 W. 95th Street, Floor #2 (Street Address)

Oak Lawn, Illinois 60453

(City, State, Zip Code)

Dear Ms. Wirtanen ::

This letter is to confirm our intent to consolidate our 9-1-1 System with (Name all 9-1-1 authorities that will be involved). Enclosed is your copy of our consolidation plan to be filed with the Department of the Illinois State Police for approval. Thank you for your assistance in this matter.

Sincerely, Jerry Bleck

Kane County ETSB Consultant (Name) (Title)

enclosure: Consolidation Plan

PLAN NARRATIVE

Please answer the questions below, and provide a detailed narrative to assist the Statewide 9-1-1 Advisory Board and the Statewide 9-1-1 Administrator with an understanding of the plan as it applies to this application. Please use additional sheets if necessary.

| 1. | Do all of your PSAPs meet all of the requirements defined in 1325.415 and 1325.515 | | |
|-----|--|---|--|
| 2. | Type of Radio/Telecommunications systems compa participating and adjacent agencies. | tible with STARCOMM21 STARCOMM21 ITTF channels only Other, explain below | |
| | ISPERN: 155.4750 MHz IREACH: 155.0550 MHz Point To Point: 155.3700 MHz | IFERN 1: 154.2650 MHz IFERN 2: 154.3025 MHz | |
| 3. | Will all PSAPs remaining after consolidation direct of to section 1324.200b)3)? | dispatch all emergency calls pursuant | |
| 4. | Have you included maps to show the territory covered by the system? | Yes No Plans submitted without this documentation will be rejected. | |
| 5. | Have you included a listing of all telephone companies? | Yes No Plans submitted without this documentation will be rejected. | |
| 6. | Have you included a copy of the intergovernmental agreement, ordinance, resolution and/or contracts? | Yes No Plans submitted without this documentation will be rejected. | |
| 7. | Have you included a list of participating and adjacent agencies? | Yes No Plans submitted without this documentation will be rejected. | |
| 8. | Have you included financial information? | Yes No Plans submitted without this documentation will be rejected. | |
| 9. | Public education. This is an unserved count This is an existing 9-1-1 sy | y that will require public education. (See attachment.) /stem(s) and does not require public education. | |
| 10. | This is an existing 9-1-1 system | will require training. (See attachment.) s) and does not require internal training/similar/ongoing training le of policy from agencies served. | |
| 11. | 🔀 This is an existing S | county that will require training. (See attachment.) 9-1-1 system(s) and does not require internal training/similar/ r any GIS annexation or change of policy from agencies served. | |

| 2 | | |
|------|--|--|
| 12. | Have you included call handling and aid outside jurisdictional boundary agreements? | Yes No |
| | | Plans submitted without this documentation will be rejected. |
| 13. | Have you included a new system diagram? | Yes No |
| | | Plans submitted without this documentation will be rejected. |
| 13a. | Does the new system diagram include all PSAP(s) and backup PSAP location(s)? | Yes No |
| | | Plans submitted without this documentation will be rejected. |
| 14. | Have or will all areas within the 9-1-1 system be add If no, please explain. | dressed for the database? |
| | | |
| 14a. | Explain all aspects of the database, i.e., how often is | it updated, where is it located, etc. |
| | The Kane County and Naperville ETSBs maintains their I with AT&T's third party provider; West Public Safety Corp | MSAG databases on an as needed basis. The database is located poration (formerly known as Intrado). |
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| 15. | Who is the 9-1-1 system provider for your 911 system next generation based or a combination. | n? Please explain whether the system will be legacy based, |
| | the Kane County PSAPs was purchased in 2013 and are CPE (formerly known as Airbus) purchased in 2010. Text | nty and Naperville ETSBs. The West Public Safety Viper CPE at NG9-1-1 compliant. The Aurora PSAP has Motorola Solutions to 9-1-1 service is being provided at this time at all PSAPs. The state of Illinois implements an IP network that will support digital will be implemented approximately in the year 2020. |
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| | remain open with no changes required to change the curr | change in ETSB governance only and that all existing PSAPs will rent 9-1-1 call routing. The only change needed will be for AT&T to (Wireless) / 624 (VOIP) removed from the Kane County ETSB /. |
| | | |

NARRATIVE STATEMENT:

(Provide a detailed summary of system operations for either a consolidation or modified plan. If incorporating an NG9-1-1 solution, please include the additional items listed below pursuant to 1325.205b)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 Kane County ETSB formed in 1989 and began offering Wireline Enhanced 9-1-1 operations in 1991 and Wireless 9-1-1 services in 1994. At the time of formation there were four (4) PSAPs established at Aurora, Kane County Sheriff, Montgomery, and Tri-Com. In 2013 the Village of Montgomery PSAP was permanently closed with the KenComm PSAP in Yorkville taking over the 9-1-1 services for the village. Today there are three (3) PSAPs remaining which must now be reduced to two (2) in order to be in compliance with Illinois Public Act 099-0006.

The purpose of this plan modification is to allow the City of Aurora to opt out of the Kane County ETSB thus reducing the number of PSAPs under the Kane County ETSB to two (2) and allow the City of Aurora and Village of North Aurora to opt in to the City of Naperville ETSB which will then also have two (2) PSAPs. The population served under the Naperville ETSB is estimated at 339,752, and under the Kane County ETSB is estimated at 152,101, therefore this modification will allow both the Kane County ETSB and the Naperville ETSB to be fully complaint with the public act. With ISP approval we are expecting the requested modification to take place on or about December 1, 2017. Intergovernmental agreements have already been executed and made a part of this plan modification application.

The plan modification to allow the proposed change in governance is further supported by the noticeable strong cooperation between the two adjacent large cities. The City of Aurora shares a common border with the City of Naperville. The City of Aurora has portions of the city in four (4) separate counties: Kane, Du Page, Kendall, and Will, and similarly the City of Naperville has portions of its city in Du Page and Will Counties. Since the year 2010 the Aurora PSAP and the Naperville PSAP have worked together to bring about reciprocal agreements that allows each city to back-up each others PSAP. The two communities have jointly participated in establishing a new public safety radio system that now allows each to have interoperability with the other. Both communities contributed a substantial amount of funding to establish this interoperability radio system. Also in progress at this time is a plan where both the Aurora and Naperville PSAPs will have the same CAD (computer aided dispatch system) (Hexagon CAD formerly Intergraph) and be able to share data. This is estimated to be implemented in 2018.

Because of their proximity to one another, similar community sizes, PSAP operations, back-up arrangements, and equipment cost sharing, it makes logical sense that these two PSAPs be under the governance of one ETSB.

Call Handling Agreements:

The Kane County ETSB has existing call handling agreements with all the participating public safety agencies and adjacent public safety agencies. Copies of these call handling agreements are therefore already on file with the state and were recently recertified with the Illinois State Police and Illinois Attorney General on January 15, 2017 as required under the Emergency Telephone System Act (50 ILCS 750). There are no changes to these agreements as a result of this plan modification.

FINANCIAL INFORMATION

| Name of ETSB(s) that are being dissolved | Total Reserves to be transferred to the Joint ET |
|--|---|
| Kane ETSB To Transfer Aurora Reserves To Naperville ETSB | \$\$ 504,000.00 |
| No ETSBs Are Being Dissolved | \$ |
| Dispatch Staff and Positions | |
| <u>37</u> Number of answering positions prior to the consolidat | tion (total for all entities) |
| 19Number of answering positions in the consolidated sy | ystem |
| 82 Number of full time dispatchers/call takers prior to the | e consolidation (total for all entities) |
| 45Number of full time dispatchers/call takers in the cons | solidated system |
| 5Number of part time dispatchers/call takers prior to th | ne consolidation (total for all entities) |
| Number of part time dispatchers/call takers in the cor | nsolidated system |
| Table was web (and a support and) of a larger point for by 0.1.1 o | uthevity prior to concellection. |
| Total amount (and percentage) of salaries paid for by 9-1-1 a | \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ |
| Total amount (and percentage) of salaries to be paid for by 9- | |
| Total amount (and personage) of balance to be paid for by e | \$\$ 490,000.00 |
| 9-1-1 Network Cost (per year) | |
| a) Total network cost for each entity prior to the consolidatior | n \$\$ 310,692.00 |
| b) Total network cost of consolidated system | \$\$ 133,598.00 |
| c) Net change in network costs: | \$\$ 177,094.00 |
| If no cost savings in network please explain: | |

If no cost savings in network please explain:

FINANCIAL INFORMATION

Identify Network Costs that the ETSB believes the State will pay for the Consolidated System:

| Network Cost | Estimated Amount (per year) | |
|--|-----------------------------|--|
| Network Costs For Remaining PSAPs | \$\$ 133,598.00 | |
| | \$ | |
| | \$ | |
| | \$ | |
| | \$ | |
| Other Consolidation Cost | | |
| PSAP, CPE, CAD Equipment, logging recorders | \$ \$ 0.00 | |
| MSAG and Mapping Development or changes | \$ \$ 0.00 | |
| Radio Consoles | \$ \$ 0.00 | |
| Construction or Remodel of PSAP | \$ \$ 0.00 | |
| Personnel | \$ \$ 0.00 | |
| Other (Please place total amount in the blank at the right and explain below). | \$ \$ 0.00 | |
| Recurring and Nonrecurring Cost (per year) | | |
| Estimated nonrecurring cost for consolidation | \$ \$ 0.00 | |
| a) Recurring costs prior to consolidations (all entities) | \$ \$ 9,923,997.00 | |
| b) Proposed recurring cost for consolidated system | \$ \$ 5,361,929.00 | |
| c) Net change in recurring costs: $a - b = c$ | \$ \$ 4,562,068.00 | |
| Revenue (per year) | | |
| Projected surcharge revenue | \$ \$ 1,949,393.00 | |
| Projected revenue from local governments | \$ \$ 3,412,536.00 | |
| Projected revenue from other sources (grants) | \$ \$ 0.00 | |
| Revenue in reserves | \$ \$ 1,186,000.00 | |
| Total Revenue | \$ \$ 6,547,929.00 | |

FIVE YEAR STRATEGIC PLAN FOR CONSOLIDATION 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 consolidation plan with financial projections)

Narrative:

Under this requested plan modification the City of Aurora and Village of North Aurora would opt out of the Kane County ETSB and opt into the neighboring City of Naperville ETSB. Under the Kane County ETSB there will be two (2) PSAPs operating; KaneComm PSAP (Geneva) and Tri-Com PSAP (St, Charles). Under the Naperville ETSB there will be two PSAPs operating; Naperville PSAP (Naperville) and Aurora PSAP (Aurora). It should be noted that the Aurora PSAP currently answers 9-1-1 for the Village of North Aurora. Under the revised plan this relationship between Aurora and North Aurora will remain in tact.

All PSAPs currently are operating legacy 9-1-1 service, however text to 9-1-1 services are being provided. Wireless 9-1-1 calls are being answered as Wireless Phase II. It would be our plan to have the Aurora and Naperville PSAPs migrate to NG9-1-1 under the Naperville ETSB and have the KaneComm PSAP and Tri-Com PSAP migrate to NG9-1-1 under the Kane County ETSB once the State of Illinois has implemented a digital 9-1-1 network capable of supporting secure 9-1-1 calls for service. This migration is expected to be somewhere around the year 2020.

Over the next five (5) years both the Kane County and Naperville ETSBs plan to continue to be proactive and keep 9-1-1 services modern with the best technology that is available.

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 NECESSANT | | |
|------------------------------------|--|--|
| City, Town or Village | Street Address, City, Zip Code | |
| Batavia | 100 N. Island Avenue, Batavia, Illinois 60510 | |
| Big Rock | P.O. Box 128, Big Rock, Illinois 660511 | |
| Burlington | 175 Water Street, Burlington, Illinois 60109 | |
| Campton Hills | 40W270 La Fox Road, Suite B, St. Charles, Illinois 60175 | |
| Elburn | 301 E. North Street, Elburn, Illinois 60119 | |
| Geneva | 22 S. First Street, Geneva, Illinois 60134 | |
| Gilberts | 87 Galligan Road, Gilberts, Illinois 60136 | |
| Hampshire | 234 S. State Street, Hampshire, Illinois 60140 | |
| Kaneville | 2S101 Harter Road, Kaneville, Illinois 60144 | |
| Lily Lake | 43W870 Empire Road, St. Charles, Illinois 60175 | |
| Maple Park | 302 Willow Street, Maple Park, Illinois 60151 | |
| Montgomery | 200 N. River Street, Montgomery, Illinois 60538 | |
| Pingree Grove | 14N042 Reinking Road, Pingree Grove, Illinois 60140 | |
| South Elgin | 10 N. Water Street, South Elgin, Illinois 60177 | |
| St. Charles | 2 E. Main Street, St. Charles, Illinois 60174 | |
| Sugar Grove | 10 S. Municipal Drive, Sugar Grove, Illinois 60554 | |
| Virgil | 5N939 Meredith Road, Virgil, Illinois 60151 | |
| Wayne | 5N430 Railroad Street, Wayne, Illinois 60184 | |
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USE ADDITIONAL SHEETS AS NECESSARY

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 |
|----------------------------|---|---------------------------------|--------------------|----------|---------------|
| Batavia Police | 100 N. Island Avenue, Batavia, II. 60510 | | × | | |
| Batavia Fire | 800 E. Wilson Street, Batavia, II. 65010 | | x | | |
| Big Rock Fire | 48W863 E. Second St., Big Rock, II. 60511 | | x | | |
| Burlington Fire | 154 South Street, Burlington, II. 60109 | | × | | |
| Campton Hills Police | 40W115Campton Crossing,St Chas II 60175 | | x | | |
| Fox River Fire | 34W500 Carl Lee Rd., St. Charles, II. 60174 | | х | | |
| Elburn Police | 301 E. North Street, Elburn, II. 60119 | | x | | |
| Elburn Fire | 200 E. II. Rt. 38, Elburn, II. 60119 | | x | | |
| Gilberts Police | 86 Railroad Street, Gilberts, II. 60136 | | | х | |
| Rutland-Dundee Fire | 11 E. Higgins Rd., Gilbert, II. 60136 | | | х | |
| Hampshire Police | 200 Industrial Dr., Hampshire, II. 60140 | | х | | |
| Hampshire Fire | 202 Washington Av., Hampshire, II. 60140 | | х | | |
| Kaneville Fire | 46W536 Lowell St., Kaneville, II., 60144 | | х | | |
| Maple Park Police | P.O. Box 182, Maple Park, II. 60151 | | х | | |
| Maple Park Fire | 305 County Line Rd., Maple Park, II. 60151 | | х | | |
| Montgomery Police | 10 Civic Center Plza, Montgomery, II. 60538 | | | х | |
| Montgomery Fire | 198 S. Railroad St., Montgomery, II. 60538 | | | х | |
| North Aurora Fire | 2 N. Monroe St., North Aurora, II. 60542 | | х | | |
| Pingree Grove Police | 14N042 Reinking, Pingree Grove, Il 60140 | | х | | |
| Pingree Grove Fire | 39W160 Plank Rd., Pingree Grove, II. 60123 | | х | | |
| South Elgin Police | 10 N. Water St., South Elgin, II. 60177 | | x | | |
| South Elgin Fire | 150 W. State St., South Elgin, II. 60177 | | | Х | |
| St. Charles Police | 2 State Av., St. Charles, II. 60174 | | Х | | |
| St. Charles Fire | 112 N. First St., St. Charles, II. 60174 | | х | | |
| Sugar Grove Police | 10 Municipal Dr., Sugar Grove, II. 60554 | | х | | |

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 |
|----------------------------|---|---------------------------------|--------------------|----------|---------------|
| Sugar Grove Fire | 25 Municipal Dr., Sugar Grove, II. 60554 | | x | | |
| Wayne Police | P.O.Box 532, Wayne, II. 60184 | | × | | |
| Waubonsee College Security | Rt. 47 & Waubonsee Dr., S. Grove, II. 60554 | | × | | |
| Kane County Sheriff | 37W755 II. Rt. 38., St. Charles, II. 60175 | | × | | |
| Illinois State Police D2 | 777 S. State St., Elgin, II. 60120 | | | х | |
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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.

| AGENCY | STREET ADDRESS, CITY, ZIP CODE | TELEPHONE NUMBER |
|--------------------------------------|--|------------------|
| Algonquin LITH Fire | 1020 Algonquin Rd., Lake In The Hills, II. 60156 | (847) 658-8233 |
| Algonquin Police | 2200 Harnish Rd., Algonquin, II. 60102 | (847) 658-4531 |
| Aurora Fire | 1200 E. Indian Trail Rd., Aurora, II. 60505 | (630) 256-5000 |
| Aurora Police | 75 N. Broadway, Aurora, II. 60505 | (630) 897-7821 |
| Bristol-Kendall Fire | 103 E. Beaver St., Yorkville, II. 60560 | (630) 553-5831 |
| Cortland Fire | P.O. Box 163, Cortland, II. 60139 | (815) 756-7091 |
| DeKalb County Sheriff | 150 N. Main St., Sycamore, II. 60178 | (815) 895-2155 |
| DuPage County Forest Preserve Police | 3S580 Naperville Rd., Wheaton, II. 60189 | (630) 790-4900 |
| Du Page County Sheriff | 501 N. County Farm Rd., Wheaton, II. 60189 | (630) 752-0491 |
| Elgin Fire | 550 Summit St., Elgin, II. 60120 | (847) 784-2526 |
| Elgin Police | 151 Douglas Av., Elgin, II. 60120 | (847) 289-2770 |
| Genoa-Kingston Fire | 317 E. Railroad St., Genoa, II. 60135 | (847) 784-2526 |
| Hinckley Fire | 911 N. Sycamore St., Hinckley, II. 60520 | (815) 286-7711 |
| Huntley Fire | 11808 Coral St., Huntley, II. 60142 | (815) 669-5066 |
| Huntley Police | 10911 Main St., Huntley, II. 60142 | (815) 784-2526 |
| Illinois State Police | 801 S. Seventh St., Springfield, II. 62794 | (217) 782-8531 |
| Kendall County Sheriff | 1101 Cornell Lane, Yorkville, II. 60560 | (630) 553-5856 |
| Little Rock-Plano Fire | 5 E. North St., Plano, II. 60545 | (630) 552-3121 |
| Mc Henry County Sheriff | 22 N. Seminary Av., Woodstock, II. 60098 | (815) 338-9395 |
| Oswego Police Fire | 3511 Wooley Rd., Oswego, II. 60543 | (630) 554-3421 |
| Oswego Police | 3425 II. Rt. 34, Oswego, II. 60543 | (630) 554-1160 |
| Sycamore Fire | 535 De Kalb Av., Sycamore, II. 60178 | (815) 895-2121 |
| Carpentersville Fire | 213 Spring St., Carpentersville, II. 60110 | (847) 426-2131 |
| | | |
| | | |
| | | |
| | | |

CARRIER LISTING

(Wireline, Wireless, VoIP)

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

(USE ADDITIONAL SHEETS AS NECESSARY)

| STREET ADDRESS, CITY, ZIP CODE | TELEPHONE NUMBER |
|--|---|
| | |
| 208 S. Akard Street, Dallas, Texas (210) 821-4 | |
| 320 Interstate North, Atlanta, Georgia | (866) 424-5100 |
| 1901 S. Meyers Road, #700, Oak Brook, Illinois | (630) 691-8080 |
| 1025 Eldorado Bvld., Broomfield, Colorado | (847) 453-8353 |
| 200 E. Randolph Street, Flr. 23, Chicago, Illinois | (312) 583-9530 |
| 1025 Eldorado Bvld., Broomfield, Colorado | (877) 453-8353 |
| 22001 Loudoun County Parkway, Ashburn, Va | (877) 297-7816 |
| 4001 N. Rodney Parham Rd., Bld1, Flr2, Little Rock, Ar | (800) 345-4484 |
| 515 S. Flower Street, Los Angles, California | (800) 851-6705 |
| 4001 N. Rodney Parham Rd., Bld1, Flr2, Little Rock, Ar | (800) 345-4484 |
| 6391 Sprint Parkway, Overland, Kansas | (866) 398-3284 |
| 910 Harlem Road, Machesney Park, Illinois | (815) 877-6874 |
| 6391 Sprint Parkway, Overland, Kansas | (866) 398-3284 |
| 4800 Concentric Blvd., Saginaw, Michigan | (888) 575-6398 |
| P.O. Box 97061, Redmond, Washington | (800) 635-6840 |
| 6391 Sprint Parkway, Overland, Kansas | (866) 398-3284 |
| 12920 SE 38th Street, Bellevue, Washington | (877) 653-7911 |
| 8410 W. Bryn Mawr Avenue, Chicago, Illinois | (630) 875-8270 |
| 3712 W. Walnut Street, Tampa, Florida | (800) 483-0911 |
| 223 Main Street, Holmdel, New Jersey | (866) 293-5674 |
| | |
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| | |
| | 320 Interstate North, Atlanta, Georgia 1901 S. Meyers Road, #700, Oak Brook, Illinois 1025 Eldorado Bvld., Broomfield, Colorado 200 E. Randolph Street, Flr. 23, Chicago, Illinois 1025 Eldorado Bvld., Broomfield, Colorado 22001 Loudoun County Parkway, Ashburn, Va 4001 N. Rodney Parham Rd., Bld1, Flr2, Little Rock, Ar 515 S. Flower Street, Los Angles, California 4001 N. Rodney Parham Rd., Bld1, Flr2, Little Rock, Ar 6391 Sprint Parkway, Overland, Kansas 910 Harlem Road, Machesney Park, Illinois 6391 Sprint Parkway, Overland, Kansas 4800 Concentric Blvd., Saginaw, Michigan P.O. Box 97061, Redmond, Washington 6391 Sprint Parkway, Overland, Kansas 12920 SE 38th Street, Bellevue, Washington 8410 W. Bryn Mawr Avenue, Chicago, Illinois 3712 W. Walnut Street, Tampa, Florida |

TEST PLAN DESCRIPTION

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

Kane Comm PSAP Back-Up & Overflow Is Tri-Com / No Changes To Current Plan Tri-Com PSAP Back-Up & Overflow Is KaneComm / No Changes To Current Plan *Aurora PSAP Back-Up & Overflow Is Naperville / No Changes To Current Plan

** Naperville PSAP Back-Up & Overflow Is Aurora / No Changes To Current Plan

- * Note: Aurora Has An Unmanned Back-Up PSAP Located At Aurora Fire Station #8, 3770 Mc Drive, That Can Be Activated If Needed
- **Note: In This ISP Application We Have Included A Copy Of The Existing Back-Up Agreement Between The Kane County ETSB And Naperville, However With Approval Of This Plan Modification This Agreement Will Become Null And Void As Both Aurora And Naperville Will Be Under The Governance Of A Single ETSB (Naperville) Therefore No Back-Up IGA Will Be Needed
- 2) List wireline exchanges to be tested.

630 229-Comcast 630 236-AT&T 630 264-AT&T 630 270-Verizon 630 299-Broadwing 630 301-RCN Telecomm 630 375-AT&T 630 401-T-Mobile 630 405-XO Communications 630 423-Teleport 630 429-AT&T 630 449-Teleport 630 499-AT&T 630 518-MCI-Worldwide 630 585-AT&T

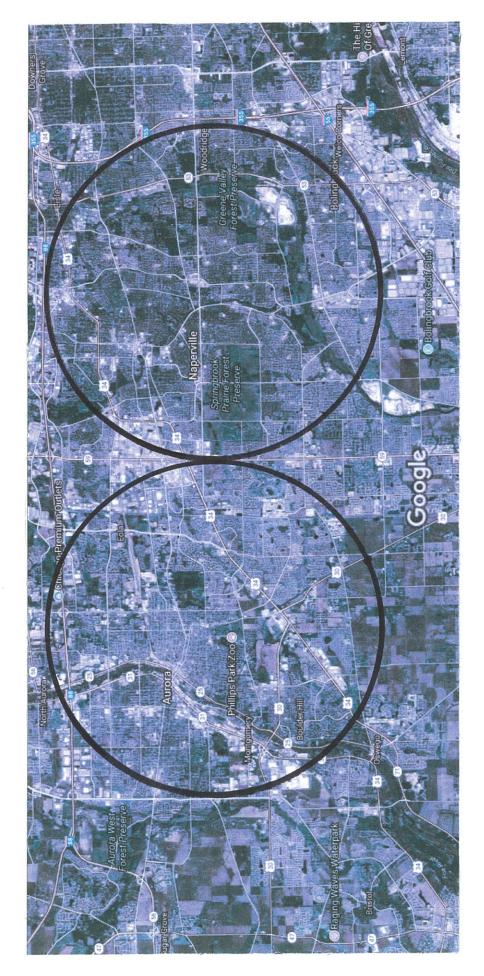
630 618-Sprint 630 631-Ovation 630 692-AT&T 630 701-T-Mobile 630 723-XO Communications 630 740-Verizon 630 763-USA Mobility 630 788-T-Mobile 630 801-AT&T 630 803-Sprint 630 806-Sprint 630 809-Sprint 630 820-AT&T 630 844-AT&T 630 849-T-Mobile

630 851-AT&T 630 859-AT&T 630 862-AT&T 630 870-Teleport 630 892-AT&T 630 896-AT&T 630 906-AT&T 630 907-AT&T 630 947-Ovation 630 952-First Comm 630 966-AT&T 630 978-AT&T

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

| Carrier | Routing ESN |
|---|---------------------------------|
| AT& T Mobility Sprint T-Mobile U.S. Cellular Verizon Wireless | 463 463 463 463 463 |
| Vonage | 624 |
| 0 | |

Aurora – Naperville Proximity Map



Kane County ETSB / Naperville 9-1-1 System Alternate Routing Agreement

This Agreement made and entered into between the Kane County ETSB (hereinafter referred to as Kane ETSB), and the City of Naperville (hereinafter known as Naperville).

WITNESSETH:

WHEREAS, Kane ETSB currently is certified to provide and operate Enhanced 9-1-1 telephone service to the City of Aurora as well several other communities and rural unincorporated areas of Kane County under Illinois Commerce Commission Order #91-213, and the City of Naperville currently is certified to provide and operate Enhanced 9-1-1 telephone service to the City of Naperville under Illinois Commerce Commission Order #92-0158; and

WHEREAS, under Illinois law an ETSB is required to select a location for alternate routing when 9-1-1 lines to the primary Public Safety Answering Point ("PSAP") are busy or if the primary PSAP closes down for a period of time due to an emergency situation; and

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

WHEREAS, Kane ETSB's Aurora PSAP and the City of Naperville PSAP mutually desire to enter into an Agreement establishing the Naperville PSAP for alternate routing for 9-1-1 calls when the 9-1-1 lines to the Kane ETSB Aurora PSAP are busy or in the event that the Kane ETSB Aurora PSAP closes down for a period of time due to an emergency situation,

NOW, THEREFORE, in consideration of the mutual covenants herein, the Kane ETSB and the City of Naperville do hereby agree as follows:

 Beginning upon the execution of this Agreement by both parties, when, at any time all the 9-1-1 lines of the Kane ETSB Aurora PSAP served by the AT&T tandem office are busy or in the event the Kane ETSB Aurora PSAP closes down for a period of time due to an emergency situation, the Kane ETSB Aurora PSAP shall instruct AT&T to route all 9-1-1 calls to the Naperville PSAP via its designated trunk lines. The City of Naperville PSAP agrees to process all calls rerouted to it as set out above.

- 2. When the need for alternate routing arises, the Kane ETSB Aurora PSAP will contact the Naperville PSAP and advise the Naperville PSAP of the reason for the alternate routing request along with the estimated length of time the alternate routing will need to be in effect while the Aurora PSAP personnel travel to their back-up PSAP to re-establish the answering of Aurora 9-1-1 calls. Calls received by the Naperville PSAP that require dispatch in accordance with this Agreement will be directly dispatched via the shared Aurora-Naperville public safety radio communications system for the response of an appropriate Aurora public safety agency. The City of Naperville shall not be required to incur or pay costs of any kind as a result of this Agreement and the Kane ETSB agrees to indemnify and reimburse Naperville for any costs they would incur in the actual performance of this Agreement.
- Naperville agrees to serve as Kane ETSB's Aurora PSAP's back-up without any compensation except as provided in this Agreement.
- 4. 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:

KANE COUNTY EMERGENCY TELEPHONE BOARD Attention: Chairman Post Office Box 191 Geneva, Illinois 60134-0191

CITY OF NAPERVILLE Attention: Police Department 1350 Aurora Avenue Naperville, Illinois 60540

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.

5. This agreement shall be effective at which time it is executed by authorized officials of Kane ETSB and the City of Naperville. Unless otherwise terminated, this Agreement shall remain in effect perpetually until either Kane ETSB or the City of Naperville notifies the other party that this Agreement shall be terminated on a date certain not less than sixty (60) days after the effective date of the service of the notice to terminate this Agreement.

- 6. 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.
- 7. This Agreement shall not be assigned by either Kane ETSB or the City of Naperville and any purported assignment of this Agreement by Kane ETSB or the City of Naperville shall be null and void, provided however, Kane ETSB or Naperville shall be entitled to assign this Agreement to any successor entity of Kane ETSB or the City of Naperville.
- The persons executing this Agreement on behalf of Kane ETSB or City of Naperville warrant that they have actual authority to enter into this Agreement on behalf of Kane ETSB and City of Naperville.
- 9. Indemnification of the City of Naperville. The Kane County ETSB agrees to defend, indemnify and hold the City of Naperville, 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 Kane 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 the City of Naperville, its officers, directors, agents or employees.
- 10. This Agreement constitutes the complete, final, and entire Agreement between the Kane ETSB and the City of Naperville with regard to the subject matter of this Agreement, and it supersedes any prior agreements, either written or oral, between the parties.
- 11. Any modification to this Agreement shall be null and void unless the modification is in writing and executed by both the Kane ETSB and the city of Naperville.
- 12. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

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

Kane County Emergency Telephone Board 0 Annor 1800 BY:_ of 1201 Date:

City Of-Naperville BY: 8 Date:

AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE KANE COUNTY EMERGENCY TELEPHONE SYSTEM BOARD, THE CITY OF NAPERVILLE ON BEHALF OF THE NAPERVILLE EMERGENCY TELEPHONE SYSTEM BOARD, THE CITY OF AURORA, AND THE VILLAGE OF NORTH AURORA AUTHORIZING THE REMOVAL OF THE CITY OF AURORA AND THE VILLAGE OF NORTH AURORA FROM THE KANE COUNTY 9-1-1 SYSTEM AND THE TRANSFER OF 9-1-1 SERVICE FOR THE CITY OF AURORA AND THE VILLAGE OF NORTH AURORA TO THE NAPERVILLE EMERGENCY TELEPHONE SYSTEM BOARD

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

WHEREAS, Kane County ETSB was issued a Certificate of Authority to operate a 9-1-1 system by the Illinois Commerce Commission, Order #91-0213; and

WHEREAS, since 1991 the Kane County ETSB has operated a 9-1-1 system that serves the residents of Kane County: and

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 by 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 ETSB 9-1-1 System since its inception; and

WHEREAS, the City of Aurora at all times has maintained under the authority of the Kane County ETSB a public safety answering point (hereinafter "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 Village of North Aurora contracts with the City of Aurora for police dispatch services and receives those services from the City of Aurora; and

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WHEREAS, during its existence, the Kane County ETSB has collected 9-1-1 surcharge fees from the users of wireline and wireless telephone service from the residents of Kane County, including residents of the City of Aurora and the Village of North Aurora, as well as from residents in the portions of DuPage, Kendall, and Will Counties that fall within the corporate limits of the City of Aurora; and

WHEREAS, Public Act 99-0006, effective January 1, 2016, requires the consolidation of PSAPs throughout Illinois, including those in Kane County under the authority of the Kane County ETSB; and

WHEREAS, in order to comply with the terms of Public Act 99-0006, the Kane County ETSB must reduce the number of PSAPs in Kane County to two (2); and

WHEREAS, the City of Aurora and the Village of North Aurora have determined that it is in the best interests and public safety of the residents of the City of Aurora and the Village of North Aurora to leave the Kane County ETSB and to come under the authority and jurisdiction of the Naperville ETSB; and

WHEREAS, the Kane County ETSB, Naperville ETSB, the City of Aurora, and the Village of North Aurora have the authority under the terms of Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 to enter into agreements to further the purposes of their organization; and

WHEREAS, 83 Illinois Administrative Code Part 1325.205 permits 9-1-1 authorities to enter into an intergovernmental agreement to modify their respective 9-1-1 systems' service area for the purpose of including or excluding residents within a 9-1-1 service area; and

WHEREAS, it is the desire of the parties hereto to enter into this Intergovernmental Agreement, in accordance 83 Ill. Adm. Code 1325.205, Section 10 of Article VII of the Constitution of the State of Illinois of 1970, and the Illinois Intergovernmental Cooperation Act, to modify Kane County ETSB's 9-1-1 service area in order to opt-out the City of Aurora and Village of North Aurora from its 9-1-1 system and to modify Naperville ETSB's 9-1-1 service area in order to opt-in the City of Aurora and Village of North Aurora from the City of Aurora and Village of North Aurora from the City of Aurora and Village of North Aurora into its 9-1-1 system, thereby making the Naperville ETSB the 9-1-1 authority for the City of Aurora and Village of North Aurora.

NOW THEREFORE IT IS AGREED BY THE KANE COUNTY EMERGENCY TELEPHONE SYSTEM BOARD, THE CITY OF NAPERVILLE ON BEHALF OF THE NAPERVILLE EMERGENCY TELEPHONE SYSTEM BOARD, THE CITY OF AURORA, AND THE VILLAGE OF NORTH AURORA AS FOLLOWS:

1. The Kane County ETSB will authorize and allow the residents of the City of Aurora and the Village of North Aurora and those customers served by the City of Aurora PSAP to opt out of the Kane County 9-1-1 System. Kane County ETSB agrees to

opt out and remove the residents of the City of Aurora and Village of North Aurora from the Kane County 9-1-1 System's jurisdictional boundaries.

- The City of Aurora will continue to operate and maintain its PSAP and continue to provide service to the Village of North Aurora. The City of Aurora's PSAP will no longer provide service to the Kane County 9-1-1 System.
- The City of Aurora and the Village of North Aurora will apply to the City of Naperville to become part of the Naperville ETSB.
- 4. The Naperville ETSB will accept and opt-in the residents of the City of Aurora and Village of North Aurora into the jurisdictional boundaries of the City of Naperville 9-1-1 System.
- 5. Both the Kane County ETSB and the Naperville ETSB will concurrently file with the Office of the Statewide 9-1-1 Administrator a Request to Modify Certification of 9-1-1 System in order to accomplish this modification of their respective 9-1-1 Systems within thirty (30) days of the effective date of this Agreement.
- 6. The Kane County ETSB and the City of Aurora shall be responsible for all modifications necessary to call-handling and service agreements.
- 7. All 9-1-1 surcharge monies currently paid to the Kane County ETSB and collected from the residents of the City of Aurora and the Village of North Aurora shall be paid directly to the Naperville ETSB upon and after the approval of the modification of the City of Naperville 9-1-1 Plan.
- All 9-1-1 surcharge monies collected prior to the effective date of the transfer and earmarked as City of Aurora and Village of North Aurora allocated reserve funds shall be transferred and distributed to the Naperville ETSB.
- 9. Any and all 9-1-1 surcharge monies collected by the Illinois State Police from residents of the City of Aurora and the Village of North Aurora after the effective date of the transfer that are distributed to the Kane County ETSB shall be transferred and distributed by Kane County ETSB to the Naperville ETSB no later than thirty (30) days after Kane County ETSB receives the monies from the Illinois State Police. Kane County ETSB agrees to fully cooperate with the State Police, Naperville ETSB, City of Aurora and Village of North Aurora to ensure that all 9-1-1 surcharge moneys collected from residents of the City of Aurora and the Village of North Aurora are distributed and transferred to Naperville ETSB.
- 10. Failure of Kane County ETSB to distribute any 9-1-1 surcharge funds it receives that were collected from the residents of the City of Aurora and Village of North Aurora shall be a breach of this Agreement and Naperville ETSB, the City of Aurora, and Village of North Aurora shall have a cause of action against Kane County ETSB.

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- 11. Neither the City of Aurora, the Village of North Aurora, nor the Naperville ETSB shall have any claim to any other monies of the Kane County ETSB outside of those monies identified in Paragraphs 10 & 11 above.
- 12. The City of Aurora and the Naperville ETSB shall be fully responsible for all costs associated with the operation of the City of Aurora PSAP after the approval of the modified plans. The Kane County ETSB shall have no financial responsibility to the City of Aurora, the Village of North Aurora, or the Naperville ETSB for any costs associated with the operation of the City of Aurora PSAP or the Naperville ETSB.
- 13. This transfer shall be contingent upon approval by the Illinois State Police and the Office of the Statewide 9-1-1 Administrator.
- 14. This transfer will be effective upon final approval and execution of this Intergovernmental Agreement and the approval of the Illinois State Police and the Office of the Statewide 9-1-1 Administrator.
- 15. The foregoing recitals to this Agreement are a material part of this Agreement and incorporated herein as if they were fully set forth in this section.

DATED this ^{1st} day of ^{December}

Chairman, Kane County Emergency Telephone System Board

True

Mayor, City of Naperville

Mayor, City of Aurora

President, Village of North Aurora

, 2016. ATTEST: Secretary, Kane County Emergency mun Telephone System Board ATTES City Clerk, City of Aperville ATTEST: V City Clerk, City of Aurora D ATTEST Village Clerk, Village of North Autora Bu nthis Jorraco eputy CLERK

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. <u>Time of the Essence</u>. Time is of the essence in the performance of this Agreement.

C. <u>Rights Cumulative</u>. 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. <u>Non-Waiver</u>. 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. <u>Consents</u>. 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. <u>Governing Law</u>. 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. <u>Severability</u>. 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. <u>Entire Agreement</u>. 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. <u>Interpretation</u>. 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. <u>Exhibits</u>. 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. <u>Amendments and Modifications</u>. 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. <u>Changes in Laws</u>. 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. <u>Authority to Execute</u>. 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.

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N. <u>No Third Party Beneficiaries</u>. 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. <u>Force Majeure</u>. 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. <u>Assignment</u>. 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. <u>Cooperation</u>. 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. <u>Counterparts</u>. 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. <u>Non Liability of Public Officials</u>. 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 _____ day of _____, 2016.

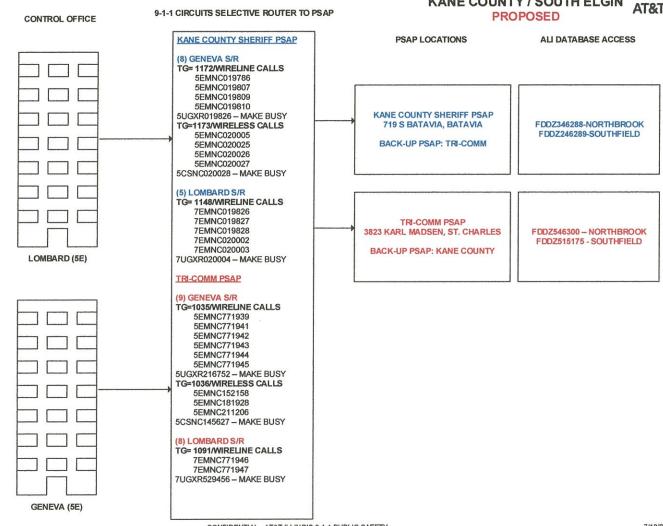
steve A. LO Mayor, City of Naperville

4ayor, City of Aurora

President, Village of North Aurora

ATTEST: City Clerk, City of erville ATTEST: WMU AL City Clerk, City of Quror ATTES ATTEST Jewin Providence Village Clerk, Village of North Aurora By: Cynthin Dornaco DEPUSY CLERK





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

7/19/2017

| AT&T | |
|--------------------|------|
| AURORA | (10) |
| EAST / WEST / MAIN | |
| GENEVA | (9) |
| BATVIA | |
| ELBURN | |
| ST. CHARLES | |
| SUGAR GROVE | (4) |
| KANEVILLE | (4) |
| PLANO | (3) |
| | |

ALTERNATIVE PROVIDERS---

BATAVIA EXCHANGE: AT&T IP CIMCO FOCAL PAETEC TDS METROCOM XO COMM

BIG ROCK EXCHANGE: FOCAL

| FOCAL | |
|-----------------------------|-----------------------------|
| ELBURN EXCHANGE: | |
| GLOBAL COM | AURORA EXCHANGE: AT&T IP |
| GENEVA EXCHANGE: FOCAL | CEBYOND |
| GLOBAL COM LEVEL 3 | CIMCO |
| MGC WORLD COMM | FOCAL |
| KANEVILLEEXCHANGE: FOCAL | GLOBAL COM |
| FOCAL | LEVEL 3 |
| PLANO EXCHANGE: AT&T IP | MCLEOD |
| FOCAL | MFS |
| ST. CHARLES EXCHANGE: | MGC |
| FOCAL GLOBAL COM | PAETEC |
| LEVEL 3 MCI | SPRINT |
| MFS MGC | TDS METROCOM |
| SUGAR GROVE EXCHANGE: | XO COMM |

SUGAR (WINSTAR

AURORA PSAP (6) GENEVA S/R TG= 563/WIRELINE CALLS 7EMXS158854 7EMXS159937 AURORA PSAP 7EMXS167365 7EMXS166348 1200 E INDIAN TRAIL ROAD, AURORA 7EMXS477491 BACK-UP PSAP: AURORA BACK-UP 7EMXS501347 7UGXR160001 - MAKE BUSY (4) LOMBARD S/R TG= 542/WIRELINE CALLS 7EMXS182674 7EMXS186663 CUSTOMER SONET 7EMXS477492 7EMX\$505231 7UGXR143304 - MAKE BUSY AURORA BACK-UP PSAP AURORA BACK-UP PSAP (6) GENEVA S/R TG= 565/WIRELINE CALLS 3770 MCCOY AVE, AURORA BACK-UP PSAP: NAPERVILLE 7EMXS055578 7EMXS031558 7EMXS023544 7EMXS011291 7EMXS505265 7EMXS470289 7UGXR097341 – MAKE BUSY

(4) LOMBARD S/R TG= 542/WIRELINE CALLS 7EMXS137381 7EMXS139345 7EMXS514797 7EMXS478944 7UGXR107128 - MAKE BUSY **AURORA PSAP** PROPOSED



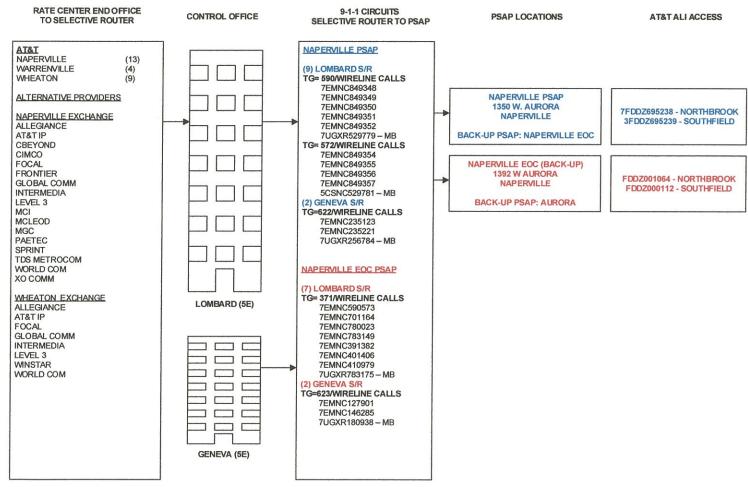
FDDZ020021-NORTHBROOK FDDZ091777-SOUTHFIELD

FDDZ020021-NORTHBROOK FDDZ091777-SOUTHFIELD

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4/18/2017





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4/18/2017