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



State of Illinois

# Application for 9-1-1 Modification Plan

ISP 7-310 (4/22)

## **INTRODUCTION**

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

### LONG FORM MODIFIED 9-1-1 PLAN:

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

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

The Modified Plan must include the following documents:

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

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

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

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

### Submit Completed 911 Plans/Waiyars

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

### SHORT FORM MODIFIED 9-1-1 PLAN:

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

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

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

The notification should include:

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

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

Attachments (if applicable):

Network Diagram Provided by the 9-1-1 system provider showing trunk routing and backup configuration

Call HandlingCall handling agreements shall describe the primary and secondary dispatch methodAgreementsto be used by requesting parties within their respective jurisdictions.

## 911 GENERAL INFORMATION

DATE:				
Type of Change: 🔀 Long Form Modification Plan				
Current System Na	me:	Population Served	Land Area in Sq Miles	
CERCCC		93,000	9.6	

List PSAPs:	Primary	Secondary
Cicero Consolidated Dispatch	х	

911 System Contact: Delores Temes	
Street Address: 5303 W 25th St	
City, State and Zip Code: Cicero, IL	
Office Telephone: (708) 656-2130	
Cellular Telephone: (630) 291-4189	
Email: Dtemes@thetownofcicero.com	

## Wireless Coverage for Consolidated System:

\_100\_% Phase II compliant

<u>\_100</u>% Phase I compliant

## Please check if applicable:

\_\_\_\_\_ NG9-1-1 capable

Receive 9-1-1 Text

Receive 9-1-1 Video

## VERIFICATION

I, <u>Delores Temes</u>, first being duly sworn upon oath, depose and say that I am <u>Executive Director</u>, of <u>The Cicero Consolidated Dispatch</u>; that I have read the foregoing plan by me subscribed and know the contents thereof; that said contents are true in substance and in fact, except as to those matters stated upon information and belief, and as to those, I believe same to be true.

**Executive Director** 

Subscribed and sworn to before me

this <u>24</u> day of <u>october</u>, 2022

pase Thank Espasito

OFFICIAL SEAL ROSE MARIE ESPOSITO NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 7/19/2025

## 9-1-1 SYSTEM PROVIDER LETTER OF INTENT

August 1, 2022

(Date)

Lisa Wirtanen

(9-1-1 System Provider Company Representative)

AT&T Global Public Sector Solutions, Operations and Wholesale

(9-1-1 System Provider Company Name)

4918 W- 95th Street, 2nd floor

(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,

Delous Turs

(Name) Delores Termes (Title) Security

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:

1. The certified 911 system provider is AT&T

2. The Cicero Consolidated Dispatch System (CCD) follows the National Emergency Number Association's Call-Answering standard, which is measured monthly. CCD uses Power Phone EMD protocols as well as fire dispatching protocols. CCDs trains new hires following APCO's training standards, including continuing education requirements. Adding the Village of Forest View will not change adherence to national standards, protocols, or procedures already in place.

3. The 911 system has partial redundancy, Leyden 911 uses the same CPE, and CAD system. We are working with Leyden to add radio interoperability to our centers. Until the radio system is in place, dispatchers are able to utilize portable radios.

4. CCD uses ZetronMax CPE. The system will be NG911 ready and capable of transitioning from legacy wireline, wireless, and voiP networks to the State's new system with AT&T by the implementation of Forest View.

5. Split exchanges will be routed by the 911 provider, AT&T. One button transfers will be programmed on the phone system for efficiency, in the event a call is routed incorrectly.

6. Databases will continue to be maintained and changed as they are today. Modifications are on-going and submitted by users directly through the phone system.

7. CCD contracts with Novotny Engineering and Cloudpoint services for on-going mapping/geo issues for all of the towns we dispatch for.

8.CCD is located in one of Cicero Fire Departments, which is not advertiseds The facility can only be accessed by key card or allowed (bell notificaiton) entry. Critical equipment is located in a shared space with the fire department however it has a locked fence around it and can only be accessed by key-card. CCD has a contract with Nanna Networks for our IT staff and resources. The 911 network and critical systems have been isolated from other networks and outside access. Cisco Miraki content filtering is used.

### Plan Narrative:

The Village of Forest View is currently a member of South West Cook County Consolidated Dispatch Joint ETSB and receives dispatching services from the Village of Justice.

By Village of Forest View and CCD Board action, CCD will begin receiving 911 calls and dispatching Forest View Police and Fire Departments on or about December 5, 2022. The Village of Forest View has signed the Intergovernmental Agreement with the Town of Cicero and the CERCCC ETSB and will no longer be a part of the South West Cook County Consolidated Dispatch Joint ETSB. Copies of the intergovernmental agreements are attached.

CCD currently dispatches for 2 police departments and 2 fire departments. The Village of Forest View will become our 3rd police and fire departments.

The CERCCC Joint ETSB has approved the IGA for the transfer for 911 funds as require by the State of Illinois 911 Administrator's Office. The system will remain otherwise unchanged. Forest View will dissolve its relationship with its current PSAP (Southwest Cook County Consolidated) and ETSB upon approval of the authorization to join the CERCCC Joint 911 Authority with Cicero Consolidated Dispatch as its PSAP.

## **FINANCIAL INFORMATION**

Annual recurring 9-1-1 network costs prior to modification	\$ \$ 21,600.00
Projected annual recurring 9-1-1 network costs after modification	\$ \$ 1,950.00
Installation cost of the project	\$ \$ 0.00
Anticipated annual revenues	\$ \$ 1,200,000.00

## FIVE YEAR STRATEGIC PLAN FOR MODIFIED PLAN

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

### Narrative:

Cicero Consolidated Dispatch (CCD) is eager to add the Village of Forest View to our 911 system. Forest View borders Stickney which borders Cicero to the South.

The 5 year plan includes replacing and moving critical infrastructure, specifically the UPS, relocating the server room and radio equipment into the basement of the fire department which provides much needed space, and ease for vendors providing work on these systems. Currently all of the phone equipment and some of the radio equipment is located there.

The communications center currently has 6 full dispatching positions. We plan on reorganizing the room and adding 5 more full consoles and 2 fully (dispatch) operational managers positions to the floor, giving us a total of 13 full dispatch positions.

The CAD servers, which are located at the Cicero Police Department, will be tied into a UPS, which is currently not the case.

A redundant server for critical 911 systems has been purchased and is being configured for redundancy to the current server.

We are working with our radio vendor to build out the current police radio system in order to move the fire departments from their antiquated current radio system and provide them a backup channel. The radio system would also be built out for the use of Stickney and Forest View Police which will allow them to be on a talk group that is soley being dispatched by CCD and no other PSAPs. The radio project will be funded by the Town of Cicero with the CERCCC providing semi-annual payments to the Town over the next 5 years.

Computer Information Systems is providing the CAD. A new upgraded version is scheduled to roll out first quarter of 2024. Currently our position is to move forward with that product.

## **COMMUNITIES SERVED**

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

### USE ADDITIONAL SHEETS AS NECESSARY

City, Town or Village	Street Address, City, Zip Code
Town of Cicero	4949 W. Cermak Rd, Cicero IL 60804
Village of Stickney	6533 W. Pershing Rd, Stickney, IL 60402
*Village of Forest View	7000 46th St, Forest View, IL 60402
n de la companya de l	

## **COMMUNITIES SERVED**

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

### USE ADDITIONAL SHEETS AS NECESSARY

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

## **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
Cicero Police Department	4901 W. Cermak Rd, Cicero IL 60804	(708) 652-2130	x		
Cicero Fire Department	5303 W. 25th St, Cicero IL 60804	(708) 656-3600	x		
Stickney Police Department	6533 W. Pershing Rd. Stickney, IL 60402	(708) 788-2131	×		
Stickney Fire Department	6433 43rd St, Stickney IL 60402	(708) 795-6333	×		
Forest View Police Department	7000 46th St, Forest View, IL 60402	(708) 788-0318	×		
Forest View Fire Department	7010 46th St, Forest View, IL 60402	(708) 749-1110	x		
1					
(847)294-4744	Proviso-Leyden Joint 911 Authority				
L	· · · · · · · · · · · · · · · · · · ·				

## **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
	-				

## **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
Cook County ETSB	69 W. Washington St, Chicago IL 60602	(847)294-4744
Proviso-Leyden Joint 911 Authority	395 W Lake St, Elmhurst IL 60126	(630) 530-2991
Chicago OEMC	1411 W. Madison St, Chicago IL 60607	(312) 743-1322
Illinois State Police	9511 W. Harrison St, Des Plaines, IL 60016	(847) 294-4400
Cook County Sheriff's Police	9511 W. Harrison Ave, Des Plaines IL 60016	(708) 771-1001

## **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
-		
	· · · · · · · · · · · · · · · · · · ·	

## **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
T-Mobile/Sprint	Ler3@t-mobile.com	(973) 292-8911
AT&T	lawson.dripps@att.com	(513) 657-6270
Verizon	zarine.parlenko@verisonwireless.com	(206) 792-2218

## **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
	=	

## **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.

Village of Forest View agreement to join CCD

Tour of Ciciens Approval for village of Ferrar View to join

ETSB Resolution

Nerwork Diagram

### PARTICIPATING AGENCY CALL HANDLING & AID OUTSIDE JURISDICITONAL BOUNDARIES AGREEMENT

### 9-1-1 EMERGENCY CALL HANDLING DISPATCH PROCEDURES:

This agreement is made between the <u>Cicero Consolidated Dispatch</u> (9-1-1 Authority) and <u>Forest View Police Department</u> (Participating "Public Safety Agency") for the purpose of effective handling and routing of 9-1-1- emergency calls.

### CALL HANDLING

("9-1-1 Authority") <u>Cicero Consolidated Dispatch</u> receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: <u>STARCOM Near West Talk Group</u> (state specific procedures – if radio frequency identify frequency number, if talk-group – identify talk group name, if telephone number – identify number)

Secondary: <u>155.340</u> ((state specific procedures – if radio frequency - identify frequency number, if talk-group – identify talk group name, if telephone number – identify number)

AID OUTSIDE JURISDICTION BOUNDARIES:

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

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

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

It shall be the responsibility of your agency to maintain the report of the call and the disposition of each call received. All agreements, management, records, and service will be the responsibility of the 9-1-1 Authority.

Cicero Consolidated Dispatch	Forest View Police Department	
9-1-1 Authority Name	Public Safety Agency Name	
Signature Malon Viens	Signature Jeton Julien	
TitleDirector	Title Chief of Police	
Date 11/14/22	Date 11/14/22	

### PARTICIPATING AGENCY CALL HANDLING & AID OUTSIDE JURISDICITONAL BOUNDARIES AGREEMENT

### 9-1-1 EMERGENCY CALL HANDLING DISPATCH PROCEDURES:

This agreement is made between the <u>Cicero Consolidated Dispatch</u> (9-1-1 Authority) and <u>Forest View Fire Department</u> (Participating "Public Safety Agency") for the purpose of effective handling and routing of 9-1-1- emergency calls.

### **CALL HANDLING**

("9-1-1 Authority") <u>Cicero Consolidated Dispatch</u> receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: <u>Direct Dispatch 154.190</u> (state specific procedures -- if radio frequency -- identify frequency number, if talk-group -- identify talk group name, if telephone number -- identify number)

Secondary: <u>154.265</u> ((state specific procedures – if radio frequency - identify frequency number, if talk-group – identify talk group name, if telephone number – identify number)

### AID OUTSIDE JURISDICTION BOUNDARIES:

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

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

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

It shall be the responsibility of your agency to maintain the report of the call and the disposition of each call received. All agreements, management, records, and service will be the responsibility of the 9-1-1 Authority.

Cicero Consolidated Dispatch 9-1-1 Authority Name Forest View Fire Department \_\_\_\_\_ Public Safety Agency Name

monh Signature

Title Director 10/12/22 Date

Signature

Date 10/12/2022

Title <u>Fire Chief</u>

## **TEST PLAN DESCRIPTION**

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

Testing for Forest View will include coordinating with AT&T prior to go-live to ensure calls are properly routed to CCD. Wireline, wireless, and VoIP calls will be tested.

Radio testing will occur prior to cut-over

2) List wireline exchanges to be tested.

AT&T is developing this

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

AT&T is developing this.

### **INTERGOVERNMENTAL AGREEMENT RE 911 DISPATCH SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made this  $25^{+2}$  day of <u>October</u>, 2022 (the "Execution Date"), by and between the **TOWN OF CICERO**, Cook County, Illinois (herein referred to as "Cicero"), and the Member Municipalities.

### WITNESSETH:

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, under said Constitutional provision, participating units of local government may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the intergovernmental Cooperation Act, as amended (5 ILCS 220/1, et seq.) authorizes units of local government to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, for the purposes of this Agreement, the term "Member Municipalities" shall mean the governmental entities identified on the signature page of this agreement; and WHEREAS, Cicero and the Member Municipalities are Illinois units of local government;

WHEREAS, Cicero and the Member Municipalities currently provide public safety dispatching and other customer service support for their respective departments; and

WHEREAS, Cicero and the Member Municipalities have determined that it would be in their best interests for Cicero to provide public safety dispatch services for the Cicero Fire and Police Departments and for the police and fire departments of the Member Municipalities through a single dispatch center, namely the Cicero Consolidated Dispatch (the "Center"), to create financial and operational efficiencies and work collaboratively in the Cook region;

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, it is agreed by and among the Member Municipalities as follows:

1. Recitals Incorporated. The foregoing recitals shall be and are hereby adopted as findings of fact as If said recitals were fully set forth within this Paragraph 1.

2. Effective Date. This Agreement shall become effective on the date first written above and shall remain in effect unless terminated in accordance with the provisions of this Agreement.

3. Cicero Public Safety Dispatching Services. Cicero through the Cicero Fire Department located at 5303 West 25<sup>th</sup> Street, Cicero, Illinois 60804, shall perform the following services in order to provide public safety dispatch services on a 24-hour basis seven (7) days a week, as set forth below:

Accept and answer all Cicero and the Member Municipalities 9-1-1 calls in order Α.

and

to dispatch emergency response personnel;

B. Monitor traffic on police and fire radio frequencies;

C. Have access to all recordings of all such communications;

D. Relay information received by such means to personnel of the appropriate Member Municipalities by means of voice, computer-aided dispatch (CAD) and mobile data communications;

E. Monitor communications from and between a Member Municipality's respective on-duty personnel and relay messages as necessary;

F. Accurately input and update calls for service, responder's statuses and other related information into the CAD system;

G. Have access to all key holder information (hereinafter the "Confidentials"), cautions, medical alerts, etc (hereinafter "Special Contacts"). Each Member Municipality shall be responsible for providing The Center with all of the Confidentials and Special Contacts and shall be responsible for providing any and all updated information or new information regarding same to the Center;

H. Activate and test monthly the emergency weather notification system. The
 Member Municipalities shall be solely responsible for all maintenance and equipment
 costs of its emergency weather notification system.

I. Provide timely recordings or copies of CAD, radio, and telephone transmissions, LEADS audits or other documents when requested either by the Member Municipality, subpoena or FOIA, provided that all requests and required forms are promptly submitted to the Cicero Consolidated Dispatch. The Cicero Emergency Response Center of Cook County (CERCCC) Emergency Telephone System Board (hereinafter "ETSB") shall continue to be responsible for maintaining all recording equipment.

J. Operate the Law Enforcement Agency Data System (hereinafter "LEADS") including but not limited to entering all names, dates of birth, licenses, criminal histories, warrants, missing persons and lost or stolen property or mutually agreed upon entries. The Center's LEADS Agency Coordinator shall be responsible for all validations and to assist with audits for all Member Municipalities, and the Member Municipalities shall use their best efforts to cooperate with The Center.

K. The Member Municipalities agree during the term of this Agreement to continue operating under the mutually agreed upon radio system. No Member Municipality shall change its radio frequencies, except (i) by mutual consent of the Member Municipalities and The Center and (ii) subject to the consent of the ETSB. All radio system airtime costs will be the responsibility of each Member Municipality if applicable and are not included in the Annual Service Fee unless mutually agreed upon.

L. In fulfilling the dispatching requirements of this Agreement, The Center shall comply with all State and federal laws, rules, regulations, certifications, and accreditation standards. The Center shall make reasonable attempts to comply with other applicable guidelines (e.g. ILEAS, APCO, NFPA1221, and other relevant emergency services communications guidelines).

M. Each Member Municipality shall have equal administrative access to information contained in the shared computer system pertaining to its community, and each Member Municipality shall have the right to change records data on said shared

computer system pertaining to its community.

N. Dispatch procedures and priorities shall follow the existing Center policies. These procedures may be amended from time to time by mutual agreement of the Member Municipalities.

O. The Center shall disseminate a monthly report to Member Municipalities with key performance information, including previous month call volumes and other formula metrics for the Member Municipalities, staffing structure, technical updates, etc.

### 4. Equipment and Information.

A. The Center shall be responsible for acquiring all equipment necessary to provide the dispatching services. Cicero shall own and or use ETSB equipment and operate all such equipment. Cicero shall maintain an emergency generator capable of supplying backup electrical power as well as automatic audio-recording equipment for the receipt and recordation of all radio and telephonic communications. Cicero shall be responsible for maintaining its equipment in a reasonable manner.

B. All future upgrades to the dispatching equipment and software applications shall be the responsibility of Cicero and or the ETSB; provided, however, to the extent that a future upgrade would necessitate funding to be provided by the Member Municipalities in addition to the Service Fee, the future upgrade will only be implemented with the mutual consent of the Member Municipalities and Cicero.

C. At each location within the Member Municipalities served by The Center, The Member Municipality shall maintain, at its cost and expense, necessary communication and networking equipment, all of which must be approved by Cicero, and which said

approval shall not be unreasonably withheld. In addition, The Member Municipality will maintain at its cost and expense, at The Center, necessary communication and networking equipment which are the property of the Municipality. Said equipment will be promptly returned to the Municipality upon the expiration of this Agreement.

D. The Member Municipality will maintain at its cost and expense all telephone lines needed for The Center to effectively handle all communications in and out of each location within the Municipality. Any and all costs incurred to install and purchase equipment on the premises or facilities owned or used by or for the implementation and operation of a dispatch will be the responsibility of the Municipality. Any and all costs incurred to connect the Municipality to The Center using circuits and or microwave will be the responsibility of the Municipality on provided by the ETSB. E. Any and all audio recordings will be kept and stored by Cicero for a period of thirty (30) days, or any other period required by law, and will be made available to Member Municipalities as requested. In the event that a Member Municipality desires to keep or otherwise preserve any particular audio recording for longer than thirty (30) days, it will so notify Cicero within thirty (30) days of the recorded event.

F. Cicero will provide and maintain CAD System licenses that are licensed to Cicero by Computer Information Systems ("CIS") for the Member Municipality's use. The Municipality will be responsible for securing, at its own expense, via a licensing agreement with CIS, Mobile Data Terminal and Police Records Management software throughout the duration of this Agreement.

G. CERCC is responsible for maintaining and repairing all of its equipment as well as the cost or expense thereof.

H. Upon execution of this Agreement, the Member Municipality shall provide Cicero with a map listing streets and properties located thereon and shall provide Cicero with regular updates to said map regarding streets and properties located thereon as those updates occur. The Member Municipality shall also provide Cicero with its GIS files and 911 Master Street Address Guide for mapping purposes when requested by Cicero.

I. Cicero will use its best efforts to provide emergency response communications and dispatching services to the inhabitants of the Member Municipality, as well as emergency response personnel and equipment, but Cicero will not be responsible for failure to provide emergency response personnel and equipment due to damage to the CERCC's emergency response communications and dispatch center, system and/or equipment caused by acts of sabotage, vandalism, natural disaster or acts of God.

5. **Personnel.** Cicero shall retain exclusive authority over the public safety dispatch services provided under this Agreement, including personnel. Cicero shall be solely responsible for employment and training of telecommunicators. Cicero shall have sole discretion in determining the number of telecommunicators to be employed at any given time in order to properly provide dispatching services. All telecommunicators shall be employees of the Town of Cicero.

It is understood that Cicero may hire additional telecommunicators as a result of this Agreement. At all times that this Agreement remains in effect, Cicero shall maintain an adequate number of dispatch personnel. Cicero telecommunicators shall utilize The Center's normal standards, procedures and information as necessary for the performance of their duties as telecommunicators.

6. Advisory Police and Fire Liaison Committees. There is hereby established an Advisory Police and Fire Liaison Committees ("Liaison Committee") for the purpose of reviewing and recommending modifications or improvements to the dispatch services provided by Cicero under this Agreement. The Liaison Committees shall consist of representatives from the Member Municipalities and Cicero. The Member Municipalities and Cicero shall each have one representative ("Liaison Officer") on this Committee. The Liaison Officer shall be the Police/Fire Chief or his/her designee.

The Lialson Committee shall have the following duties and responsibilities with respect to the dispatch services provided under this Agreement:

- A. To meet as needed to review dispatch services being provided by The Center;
- B. To recommend procedures for the operation and maintenance of the dispatch services, as well as equipment replacement or other capital expenditures to enhance the dispatch services being provided; and
- C. To provide a forum to address concerns with respect to the operation of the dispatch services, and the implementation of this Agreement.

7. Complaint Resolution. The Member Municipality's police/fire supervisor shall contact the on-duty Center Supervisor to discuss an Immediate issue or request concerning a telecommunicator or dispatch situation. If the Center's Supervisor is not on duty, and there is an emergency/exigent need, a Center Supervisor will be contacted to address the issue. If there is a citizen, officer, or department complaint on a telecommunicator's performance in responding to a call for a Member Municipality, the complaint will be handled by the Center's Director or her/his designee in writing, if appropriate.

The final disposition of any complaint received and reviewed by the supervisor will be forwarded to the appropriate Member Municipality's Llaison Officer.

It is expected that the majority of interaction and communications between the police and fire departments will begin at the supervisor level and then proceed up the chain of command.

Complaints or concerns from The Center's personnel involving a Member Municipality's employee's actions or performance will be directed to the Center's Supervisor and forwarded to the appropriate Member Municipality Supervisor for follow-up. The final disposition of any complaint/concern received and reviewed by the Member Municipality's Supervisor will be forwarded to the Center's Supervisor.

8. Annual Service Fees. Dispatch services shall be provided to a Member Municipality by Cicero for and in consideration of payment of the Annual Service Fee in the amount set forth in the attached Member Municipality Exhibits, as now existing or hereafter amended. The Annual Service Fee shall be utilized in such manner as may be determined by Cicero to be necessary for the efficient provision of police dispatch services, which may include:

Salaries Sick, holiday and vacation pay Overtime **Medical insurance** Life Insurance Payroll taxes **Retirement plan contributions** Liability insurance Worker's compensation Unemployment compensation Uniforms Office supplies **Dues and subscriptions** Training and education **Telecommunications** Postage Office equipment **Computer equipment/amortization** Equipment repair and maintenance Recruitment costs **Overhead allocation Equipment Replacement** Information Services

#### Technology

9. Annual Reports. After January 1 of each calendar year, Cicero will prepare an annual report with a summary of each member's prior year's statistical data.

10. Timely Payment of Costs. The Member Municipalities recognize and agree that the timely payment of the Annual Service Fee associated with the dispatch Center is critical to the provision of dispatch services under this Agreement.

- A. Each Member Municipality shall pay one-half of its Annual Service Fee on or before June 30 of each year and one half of its Annual Service Fee on or before December 31 of each year. Late payments shall bear interest at the rate of one percent (1%) per month or the maximum allowed by law, whichever is less.
- B. A Member Municipality may, for good cause, make a payment to Cicero under protest. In such event, Cicero and the Member Municipality shall engage in good faith discussions to resolve the dispute for a period of thirty (30) days (the "Protest Resolution Period") after the payment under protest has been made. if only a portion of the payment is subject to protest, the discussions during the Protest Resolution Period shall be limited to the particular portion of the payment in dispute. If no agreement is reached at the conclusion of the Protest Resolution Period, either Cicero or the Member Municipality may thereafter pursue any available legal remedies, whether in law or in equity, to determine the validity of the Member Municipality's payment under protest claim.
- C. In the event that a Member Municipality fails to either (i) make timely payment of its Annual Service Fee or (ii) make timely payment of its Annual Service Fee under protest,

Cicero may initiate collection proceedings to recover the payment. If collection proceedings are instituted, the Member Municipality shall also be liable for Cicero's reasonable attorneys' fees and costs incurred with respect to collection of the delinquent payments.

D. All payments shall be made to the Town of Cicero which will deposit the payments received into its General Fund under a separate revenue line item entitled "Dispatch Center Fees."

11. Dispatch Services Disruption or Failure. If dispatch services are disrupted or fail for any reason, The Center shall notify the Member Municipality of such disruption as soon as practical and shall inform it of the nature of the disruption or failure, if known, as well as the expected length of time before dispatching services are restored. The Center also shall notify the Member Municipality as soon as dispatching services are restored. Except as provided in Paragraph 16, the Member Municipality hereby waives and releases any and all claims or causes of action against Cicero for costs, fees, claims or expenses incurred by the Member Municipality that arise out of or relate in any way to any such disruption or failure of dispatching services. In coordination with ETSB, the Member Municipalities and Cicero commit to use their best efforts to develop a contingency plan for complete loss (including backup) of police dispatching capabilities using alternative temporary means (e.g. portable radios, cellular phones, or other means).

13. No Obligation to Respond. Nothing in this Agreement is intended, and shall not be construed, to require Cicero to respond to calls or provide law enforcement services for events that occur outside of Cicero. Notwithstanding the foregoing, Cicero will render assistance in accordance with State statutes and all other mutual aid agreements currently in place. Nothing In this Agreement is intended, and shall not be construed, to require the Member Municipality to respond to calls or provide law enforcement services for events that occur in Cicero. Notwithstanding the foregoing, each Member Municipality will render assistance in accordance with State statutes and all other mutual aid agreements currently in place.

14. Term. Subject to early termination under Paragraph 15, the Term of this Agreement shall be five (5) years from the execution date. The Agreement may be renewed by mutual written agreement by and between Cicero and the Member Municipality.

15. Termination. Any Member Municipality may terminate its membership by providing at least three hundred sixty-five (365) days written notice to Cicero. Additionally, Cicero may terminate the membership of a Member Municipality upon that Member Municipality's failure to make the required payments pursuant to Paragraph 10 of this Agreement within sixty (60) days after written notice to the Member Municipality of the overdue amount, and Cicero may terminate the membership of a Membership Municipality upon default of this Agreement by the Member Municipality after notice is provided with a time to cure as set forth in Paragraph 24 hereof.

16. Hold Harmless and Indemnification. Notwithstanding any other provision of this Agreement, each Member Municipality shall, and agrees to, indemnify Cicero and its elected and appointed officials, attorneys, employees, and hold them harmless from any claim, injury, or loss, no matter how sustained allegedly, arising out of or related in any way to the provision of public safety services by that Member Municipality, or the use of, the misuse of, police dispatch information provided pursuant to this Agreement.

Notwithstanding any other provision of this Agreement, except for disruption or failure of dispatching services (Paragraph 12), Cicero shall, and agrees to, Indemnify each Member Municipality and its elected and appointed officials, attorneys, employees and agents, and hold them harmless from any claim, injury, or loss, no matter how sustained, allegedly arising out of or related in any way to the providing of police dispatching services as set forth in this Agreement.

18. Maintenance of Radio System. Cicero agrees to maintain the base radio system at Cicero as it exists at the execution of this Agreement, and to make improvements to said base station system as approved by Cicero and the Member Municipalities and/or as required by the rules and regulations of the CERCCC ETSB and/or the Federal Communications Commission (FCC).

19. Notices. All notices desired or required to be given hereunder shall be given in writing at the address set forth in Exhibit C, as now existing or hereafter amended, by any of the following means: (i) personal service; (ii) overnight courier; or (iii) registered or certified first class mail, postage prepaid, return receipt requested. The Member Municipalities, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents, or other communications shall be sent. Any notice, demand, or request sent pursuant to clause (i) shall be deemed received upon such personal service. Any notice, demand or request sent pursuant to clause (ii) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (iii) shall be deemed received forty eight (48) hours following

deposit in the mail.

20. New Members. A New Member may be required to make a separate payment at the time of entering into this Agreement in order to compensate for the prior investment by other Member Municipalities and Cicero in equipment, other capital expenditures, and administrative staff time, etc.

21. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Illinois, and venue shall lie in the Circuit Court of the 4th Judicial Circuit, County of Cook.

23. Severability. If any part of this Agreement shall be held invalid for any reason, the remainder of this agreement shall remain valid to the maximum extent possible.

24. Default. In the event of a default by Cicero or a Member Municipality of any term, provision or obligation of this Agreement, the non-defaulting municipality shall serve written notice of the default, specifying the nature thereof, to the defaulting municipality. The defaulting municipality shall have thirty (30) days after its receipt of such notice to cure said default, or it shall be in breach of this Agreement.

25. Definitions. As used in this Agreement, the following terms shall have the meaning hereinafter ascribed to them.

- A. "Key Holder" shall mean an upper level employee who possesses a key to a business, school, etc. that the police or alarm company will call to unlock the building after an alarm, or for a premise check.
- B. "Special Contacts" shall mean persons with special needs (medical issues, cautions, etc.)
  that first responders need to be aware of if responding to the residence, or arranging

evacuations, etc.

- C. "LEADS" is an acronym for Law Enforcement Agencies Data System, a database of stolen, missing and/or wanted people and articles commonly used by police.
- D. "ILEAS" is an acronym for the Illinois Law Enforcement Alarm System, an Illinois mutual aid organization aid organization for police.
- E. "APCO" is an acronym for Association of Public-Safety Communications Officials, an organization committed to providing complete public safety communications, expertise, professional development, technical assistance, advocacy, and outreach to benefit members and the public.

26. No Power to Bind. By entering into this Agreement, neither Cicero nor a Member Municipality shall have the right to bind or obligate the other municipality, by contract or otherwise, except as may be expressly set forth in this Agreement.

#### **EXHIBIT A - FOREST VIEW**

### A-1. Forest View Services

The Center shall provide answering all non-emergency telephone calls during hours when the Member Municipality's offices are closed to the public. This precludes emergency (Storm or flood) events. When the Center may require the Municipality to answer these calls.

#### A-2. Forest View Equipment

Forest View shall be responsible for procuring and maintaining, at its own cost, its mobile and portable radio equipment for use by its personnel using the system, if the CERCCC ETSB is unable to.

#### A-3 Forest View Renewal of Agreement

The parties shall meet in the year prior to the last year of the contract (2026) extending or renewing the dispatching contract.

#### A-3. Forest View Dispatch Fee

For the period of December 5, 2022, through April 30, 2023, the annual dispatch fee payable by Forest View shall be \$81,438.00. The annual cost is \$202,222 /365 = 554 per day x 147 days (December 5, 2022 – May 1, 2023) = \$81,438.00

For the period of May 1, 2023, through April 30, 2024, the annual fee payable by Forest View shall be 210,917.00 per annum with payment scheduled according to the provisions of paragraph 10 hereof.

For the period of May 1, 2024, through April 30, 2025, the annual dispatch fee payable by Forest View shall be \$219,987.00 per annum with payment scheduled according to the provisions of paragraph 10 hereof.

For the period of May 1, 2025, through April 30, 2026, the annual dispatch fee payable by Forest View shall be \$229,446 per annum with payment scheduled according to the provisions of paragraph 10 hereof.

For the period of May 1, 2026, through April 30, 2027, the annual dispatch fee payable by Forest View shall be \$239,312 per annum with payment scheduled according to the provisions of paragraph 10 hereof. For the period of May 1, 2027, through April 30, 2028, the annual dispatch fee payable by Forest View shail be \$249,602 per annum with payment scheduled according to the provisions of paragraph 10 hereof.

-

-

IN WITNESS WHEREOF, Cicero and the Member Municipality hereto have executed this

Agreement on the date herein above written.

TOWN OF CICERO

ATTEST

Injilles

the com

Village of Forest View

ATTEST: Rama O Mc Ampfey

100

## AN INTERGOVERNMENTAL AGREEMENT TO ADD THE VILLAGE OF FOREST VIEW TO THE CONSOLIDATED EMERGENCY RESPONSE CENTER OF COOK COUNTY JOINT 9-1-1 AUTHORITY

THIS AGREEMENT (the "Agreement") is entered into on the effective date specified hereafter, by and between the Consolidated Emergency Response Center of Cook County (the "CERCCC" or "Joint 9-1-1 Authority"), the Village of Forest View ("Forest View"), and the Town of Cicero ("Cicero") (collectively, the "Signatories" or "Parties"):

## WITNESSETH:

WHEREAS, the Joint 9-1-1 Authority was previously established to provide a significant public safety enhancement to the citizens of each participating municipality; and

WHEREAS, the Signatories have determined that the addition of Forest View to Joint 9-1-1 Authority would be beneficial on an individual and mutual basis; and

WHEREAS, the previously established Joint 9-1-1 Authority currently consists of the following members: the Village of Stickney ("Stickney") and Cicero; and

WHEREAS, Forest View wishes to join the Joint 9-1-1 Authority; and

WHEREAS, the Intergovernmental Cooperation Act 5 ILCS 220/1 *et seq.* provides for the joint exercise by two or more local governments of any power common to them.

NOW THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

- 1. <u>Venture Established</u>. Pursuant to the joint powers authorization of the Intergovernmental Cooperation Act and the Illinois Emergency Telephone System Act, Stickney and Cicero previously joined together in a cooperative venture for the joint and mutual operation of a Joint 9-1-1 Emergency Telephone System (the "System"), consisting of all local governments which may hereafter become Signatories.
- 2. Addition of the Village of Forest View to the Joint 9-1-1 Authority. The previously established Joint 9-1-1 Authority consisted of the following members: Stickney and Cicero. As of the date of execution of this Agreement by all Parties, the membership of the Joint 9-1-1 Authority shall be amended to include Forest View in addition to the Village of Stickney and the Cicero. Forest View shall approve an enabling ordinance in order to participate in the Joint 9-1-1 Authority, and said ordinance shall, at a minimum, detail Forest View's member of the Joint 9-1-1 Authority.
- 3. <u>Bylaws</u>. The Joint 9-1-1 Authority shall be governed by a Joint 9-1-1 Authority Board (the "Board"), which Board shall be subject to and shall be governed by certain Bylaws (the "Bylaws") in substantially the form as the Bylaws attached hereto and incorporated herein as Exhibit 1, which shall be adopted by the Board, together with any amendments which may be made in the manner and means provided therein.
- 4. Joint 9-1-1 Authority Board; Composition. The Board shall consist of voting members and non-voting members. The voting members of the Board shall be comprised of eight (8)

members of the Town of Cicero and one (1) member for each additional Member Municipality that is designated by each of the additional Member Municipalities, provided that voting member for each additional Member Municipality must be a representative of that Member Municipality's 9-1-1 public safety agencies, including but not limited to its police department, fire department, emergency medical services provider and its emergency services and disaster agencies, appointed on the basis of their ability or experience. Notwithstanding any provision of this IGA or the Bylaws to the contrary, the voting members of the Board shall include one additional member of the Town of Cicero for each new Member Municipality that becomes a participating member of the Dispatch Center. The non-voting members may be comprised of advisors, each of whom shall be appointed by a majority of the voting members of the Board.

- 5. <u>Participation</u>. Each Signatory to this Agreement and any municipality participating in the Consolidated Emergency Response Center of Cook County 9-1-1 Dispatch Center or which may hereafter become a participant, shall be a member and shall be entitled to the rights and privileges and shall be subject to the obligations of membership, all as may be provided in the Bylaws.
- 6. <u>Termination</u>. Any Party to this Agreement may cease to be a Party hereto and may withdraw from participation in the manner and means set forth in the Bylaws.
- 7. <u>Powers of the Joint 9-1-1 Authority</u>. The powers and duties of the Joint 9-1-1 Authority created by this Agreement shall be as follows:
  - a. Planning a 9-1-1 System; and
  - b. Coordinating and supervising the implementation, upgrading, or maintenance of the System, including the establishment of equipment specifications and coding systems; and
  - c. Receiving monies from the surcharge imposed under Section 15.3 of the Emergency Telephone System Act, and from any other source for deposit into the Joint 9-1-1 Authority Fund (the "Fund") or such segregated account for surcharge funds, as set forth in the Bylaws; and
  - d. Authorizing all disbursements from the Fund; and
  - e. Hiring, on a temporary basis, any staff necessary for the implementation or upgrade of the System, as referred to in 6.b; and
  - f. Making and entering into all necessary contracts for the implementation or operation of the System.
- 8. <u>Amendment</u>. This Agreement may not be amended, except by written agreement or resolution of all the then-current Parties thereto.
- 9. <u>Duration</u>. This Agreement shall continue in effect until rescinded by unanimous consent of the current parties or until terminated in the manner provided in the Bylaws.

- 10. <u>Enforcement</u>. Each member shall have the right to enforce this Agreement against any other member. If suit is necessary, a defaulting member shall pay reasonable attorney's fees adjudicated by the Court.
- 11. <u>Authorization</u>. Prior to execution of this Agreement, each member shall deliver to the other a certified copy of a suitable ordinance or resolution authorizing and directing execution of this Agreement.
- 12. <u>Construction and Governing Law</u>. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the Circuit Court of Cook County. The Parties acknowledge that they have had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement. No Party, by entering into this Agreement, waives any immunity provided by local, state or federal law, including, but not limited to, the immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*).
- 13. <u>Effective Date</u>. This Agreement shall become effective on \_\_\_\_\_\_, 2022, subject to execution by all respective representatives of Forest View and Cicero.

IN WITNESS WHEREOF, the Parties hereto have caused their respective corporate seals to be hereunto affixed and attested and these presents to be signed by their respective officers.

[SIGNATORY PAGES FOLLOW IMMEDIATELY]

Village of Forest View lle By: any Village Preside. Its:

Attested:

Municipal Clerk ma

(Seal)

Dated: 10-2022 25

Town of Cicero By Ed Its: 10 Attested: m 202 Municipal Clerk [Seal] Dated: 2022 Maven

Joint 9-1-1 Authority By: Mychiel B. Tillman

į

Its: Malman

Attested Rase Marie Espasito Secretary

[Seal]

Dated: \_\_\_\_\_ ,2022