

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
- 3) 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 applicable):

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 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 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.



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 Handling Agreements Call handling agreements shall describe the primary and secondary dispatch method to be used by requesting parties within their respective jurisdictions.

911 GENERAL INFORMATION

DATE:

Type of Change: <input checked="checked" type="checkbox"/> Long Form Modification Plan <input type="checkbox"/> Short Form Modification Plan		
Current System Name:	Population Served	Land Area in Sq Miles
Des Plaines Valley ETSB	26236	17.275

[illegible]

911 System Contact: Adrienne Larson

Street Address: 6701 S. Archer Road

City, State and Zip Code: Bedford Park, IL 60501

Office Telephone: (708) 458-3388

Cellular Telephone:

Email: alarson@bedfordparkpd.com

Wireless Coverage for Consolidated System:

100 % Phase II compliant

100 % Phase I compliant

Please check if applicable:

 X NG9-1-1 capable

_____ Receive 9-1-1 Text

Receive 9-1-1 Video

VERIFICATION

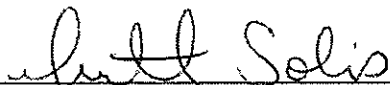
I, Thomas Hansen, first being duly sworn upon oath, depose and say that I am Chairman, of Des Plaines Valley ETSB; that I have read the foregoing plan by me subscribed and know the contents thereof; that said contents are true in substance and in fact, except as to those matters stated upon information and belief, and as to those, I believe same to be true.



Thomas Hansen

Subscribed and sworn to before me

this 22 day of August, 20 19.



NOTARY PUBLIC, ILLINOIS



9-1-1 SYSTEM PROVIDER LETTER OF INTENT

22-Aug-2019

(Date)

Ms. Lisa Wirtenan

(9-1-1 System Provider Company Representative)

AT&T 9-1-1 Service Executive

(9-1-1 System Provider Company Name)

4918 W. 95th Street

(Street Address)

Oak Lawn, IL 60453

(City, State, Zip Code)

Dear Ms. Wirtenan:

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,



Thomas Hansen

Chairman, Des Plaines Valley ETSB

enclosure: Modification Plan

NARRATIVE STATEMENT:

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

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

Plan Narrative:

The plan narrative statement for the Des Plaines Valley ETSB remains the same.

The Village of Hometown Police Department has determined that they no longer desire to be members of the Des Plaines Valley ETSB and receive dispatch services. It is the intent of the Hometown Police Department to become a member of the Cook County ETSB. The proposed effective end date for Hometown Police Department's membership in the Des Plaines Valley ETSB is October 15, 2019. As such the purpose of this modification is to authorize Hometown Police Department to opt out of the Des Plaines Valley ETSB. The Hickory Hills PSAP will continue handle the dispatching for the Hometown Fire Protection District.

Also, the Roberts Park Fire Protection District, which serves Hickory Hills and Justice, has entered into an inter-governmental agreement with the Hickory Hills PSAP to have the Hickory Hills PSAP dispatch for the Roberts Park Fire Protection District.

FINANCIAL INFORMATION

Annual recurring 9-1-1 network costs prior to modification	\$ <u>646,744.00</u>
Projected annual recurring 9-1-1 network costs after modification	\$ <u>705,144.00</u>
Installation cost of the project	\$ <u>18,510.00</u>
Anticipated annual revenues	\$ <u>898,273.00</u>

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:

Remains the same.

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

[illegible]

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USE ADDITIONAL SHEETS AS NECESSARY

[illegible]

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.

[illegible]

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[illegible]

ADJACENT AGENCIES LIST

Provide a list of public safety agencies and existing 9-1-1 Systems 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
Belt Railroad	6600 S. Central Ave., Bedford Park, IL 60501	(708) 496-4000
Bridgeview Fire Department	7500 S. Oketo Ave., Bridgeview, IL 60455	(708) 594-2526
Bridgeview Police Department	7500 S. Oketo Ave., Bridgeview, IL 60455	(708) 458-2135
Burbank Fire Department	6530 W. 79th St., Burbank, IL 60459	(708) 599-5500
Burbank Police Department	5650 W. 75th Pl., Burbank, IL 60459	(708) 924-7300
Cook County Sheriff's Police	9511 Harrison, Des Plaines, IL	(847) 294-4746
Santa Fe Railroad	3611 W. 38th Street, Chicago, IL 60632	(800) 832-5452
Metropolitan Water Reclamation	100 East Erie, Chicago, IL 60611	(312) 751-5600
Oak Lawn PSAP	9446 Raymond, Oak Lawn, IL 60453	(780) 636-4400
Southwest Central PSAP	7611 W. College Dr., Palos Heights, IL 60463	(708) 352-9229
Justice Police Department	7800 Archer Rd., Justice, IL 60458	(708) 458-2191
Pleasantview PSAP	1970 Plainfield Rd. LaGrange Highlands, IL 60525	(708) 352-9229
CSX Railroad	7000 W. 71st St., Bedford Park, IL 60501	(708) 563-1900
Chicago PSAP	1411 W. Madison St., Chicago, IL 60607	(312) 746-9111
Indiana Harbor Belt Railroad	2721-161st St., Hammond, IN 46320	(219) 989-4955
Illinois State Police District Chicago	1411 W. Madison St., Chicago, IL 60607	(847) 294-4744
Forestview Police	7000 W. 46th St., Forestview, IL 60402	(708) 788-0318
Lyons Police Department	4200 Lawndale Ave., Lyons, IL 60534	(708) 442-4500
McCook Fire Department	5000 Glencoe Ave., McCook, IL 60525	(708) 447-7561
McCook Police Department	5000 Glencoe Ave., McCook, IL 60525	(708) 447-1234
Metra Police Department	547 W. Jackson Blvd., Chicago, IL 60661	(847) 294-4746
North Palos Fire Protection	10629 S. Roberts Rd., Palos Hills, IL 60465	(708) 974-4474
Tri-State Fire Protection	419 Plainfield Rd., Darien, IL 60561	(708) 323-0524
West Central Communications	2359 S. Des Plaines Ave., North Riverside, IL 60546	(708) 447-9191

ADJACENT AGENCIES LIST

Provide a list of public safety agencies and existing 9-1-1 Systems 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.

[illegible]

CARRIER LISTING

(Wireline, Wireless, VoIP)

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

(USE ADDITIONAL SHEETS AS NECESSARY)

[illegible]

CARRIER LISTING

(Wireline, Wireless, VoIP)

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

(USE ADDITIONAL SHEETS AS NECESSARY)

[illegible]

ATTACHMENTS

Call Handling and Aid Outside Jurisdictional Boundaries Agreement

Carrier Listing

Ordinance - The local ordinance which removed Hometown Police Department from the Des Plaines Valley ETSB and places them in the Cook County ETSB.

Intergovernmental Agreements

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

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

CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

Hometown Fire Protection District, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

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

Primary: Primary 9-1-1 routing number from AT&T (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: VHF 154.430 (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity number)

AID OUTSIDE JURISDICTION BOUNDARIES


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

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

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

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

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

<u>DesPlaines Valley ETSB</u>	<u>Hometown Fire Protection District</u>
9-1-1 Authority	Public Safety Agency
By <u>Thomas B. Hansen</u> 	By <u>Jeff Reinheimer</u>
Title <u>Chairman</u>	Title <u>President</u>

9-1-1 System Name DesPlaines Valley ETSB

List of Carriers who submit local 9-1-1 Surcharge

Carrier Name	Contact Phone Number	Street Address	City	State	Zip Code
SLinx	(407) 260-1011	740 Florida Central Parkway, Suite 2028	Longwood	FL	32750
Access One, Inc	(407) 260-1011	740 Florida Central Parkway, Suite 2028	Longwood	FL	32750
ACN Communications Inc	(913) 859-9674	8675 W 96th Street, Suite 220	Overland Park	KS	66212-3382
AT&T Corp	(770) 240-8849	3100 Cumberland Bolulevard, Suite 700	Atlanta	GA	30339
Bandwith.Com, Inc	(770) 240-8773	3100 Cumberland Bolulevard, Suite 700	Atlanta	GA	30339
Birch Telecom of the Great Lakes, Inc	(770) 240-8815	3100 Cumberland Bolulevard, Suite 700	Atlanta	GA	30339
Budget Prepay, Inc		3838 Carson Street, Suite 200	Torrance	CA	90503
Cincinnati Bell Ad Regulatory Cincinnati Bell Any Distance	(770) 240-8889	3100 Cumberland Bolulevard, Suite 700	Atlanta	GA	30339
Clear Rate Communications, Inc	(407) 260-1011	740 Florida Central Parkway, Suite 2028	Longwood	FL	32750
Comcast Phone of Illinois, LLC	(215) 286-7347	1701 JFK Blvd 32nd Floor C/O Tax Department	Philadelphia	PA	19103
Comcast IP Phone II, LLC	(215) 286-7347	1701 JFK Blvd 32nd Floor C/O Tax Department	Philadelphia	PA	19103
Enhanced Communications Network, Inc	(949) 868-3300	18006 Skypark Circle, Suite 106	Irvine	CA	362614
First Communications LLC	(512) 301-1808	4301 W. William Cannon, Ste. B-150 #291	Austin	TX	78749
Granite Telecommunications LLC	(770) 240-8889	3100 Cumberland Bolulevard, Suite 700	Atlanta	GA	30339
Interface Security Systems, LLC		3838 Carson Street, Suite 200	Torrance	CA	90503
IP Networked Services	(770) 240-8773	3100 Cumberland Bolulevard, Suite 700	Atlanta	GA	30339
Level 3 Communications LLC	(949) 838-3300	18006 Skypark Circle, Suite 106	Irvine	CA	362614
Matrix Telecom, Inc		3838 Carson Street, Suite 200	Torrance	CA	90503
MCIMetro Access Transmission Svcs, LLC	(770) 240-8748	3100 Cumberland Bolulevard, Suite 700	Atlanta	GA	30339
MCLeodUSA Telecommunicatin Services, LLD	(501) 748-5407	4001 Rodney Parham Road, Attn: Corp TAX - E911	Little Rock	AR	72212
MegaPath Corporation	(770) 240-8889	3100 Cumberland Bolulevard, Suite 700	Atlanta	GA	30339
Nextiva, Inc	(407) 260-1011	740 Florida Central Parkway, Suite 2028	Longwood	FL	32750
Ooma, Inc	(407) 260-1011	740 Florida Central Parkway, Suite 2028	Longwood	FL	32750
Preferred Long Distance	(913) 859-9674	8675 W 96th Street, Suite 220	Overland Park	KS	66212-3382
Royal Phone Company LLC	(847) 541-2775	750 W Lake Cook Road, Suite 110	Buffalo Grove	IL	60089
Sage Telecom Communications LLC	(407) 260-1011	740 Florida Central Parkway, Suite 2028	Longwood	FL	32750
State Of Illinois	(217) 557-6689				
Talk America, Inc	(501) 748-5407	4001 Rodney Parham Road, Attn: Corp TAX - E911	Little Rock	AR	72212
Teleport Communications America LLC	(770) 240-8849	3100 Cumberland Bolulevard, Suite 700	Atlanta	GA	30339
United Comm Sys Inc dba Call One	(312) 681-8329	225 West Wacker Drive, 8th Floor	Chicago	IL	60606-1260
Vonage America	(913) 859-9674	8675 W 96th Street, Suite 220	Overland Park	KS	66212-3382
Vonage Business Solutions Inc	(913) 859-9674	8675 W 96th Street, Suite 220	Overland Park	KS	66212-3382
Windstream Norlight, LLC	(501) 748-5407	4001 Rodney Parham Road, Attn: Corp TAX - E911	Little Rock	AR	72212
Windstream Nuvox, LLC	(501) 748-5407	4001 Rodney Parham Road, Attn: Corp TAX - E911	Little Rock	AR	72212
XCLUTEL Communications	(512) 301-1808	4301 W. William Cannon, Ste. B-150 #291	Austin	TX	78749
XO Communications Services LLC	(770) 240-8815	3100 Cumberland Bolulevard, Suite 700	Atlanta	GA	30339
Ymax Communications Corp		3838 Carson Street, Suite 200	Torrance	CA	90503

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF COOK
ON BEHALF OF THE COOK COUNTY SHERIFF
AND CITY OF HOMETOWN**

This Intergovernmental Agreement ("IGA") is entered into by and between the County of Cook ("County") on behalf of the Sheriff of Cook County ("Sheriff") and the City of Hometown ("Hometown"), (collectively, the "Parties"), pursuant to authority granted by the Illinois Constitution of 1970, Article VII, Section 10, and The Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

I. RECITALS

WHEREAS, the Cook County Emergency Telephone Systems Board ("Cook ETSB") operates the Cook County 9-1-1 system ("9-1-1 System") in the unincorporated areas of Cook County and certain municipalities; and

WHEREAS, the Sheriff processes 9-1-1 calls and provides other services for the 9-1-1 System, including call taking, dispatching, and radio monitoring; and

WHEREAS, the budget for the Sheriff's Office, through the Annual Appropriation Bill adopted by the County Board, currently funds the salary and benefits for in excess of sixty employees who currently staff the 9-1-1 System's communication center; and

WHEREAS, the Hometown Police have conducted their dispatch activity on the Hometown Emergency Telephone Systems Board, but are required to consolidate dispatch services with another emergency telephone systems board; and

WHEREAS, Hometown desires to obtain the Sheriff's 9-1-1 System dispatching services for Hometown Police and agrees to reimburse the Sheriff for providing said services pursuant to this IGA; and

WHEREAS, the Sheriff agrees to provide 9-1-1 System dispatching/monitoring services to Hometown Police twenty-four hours a day, seven days a week;

WHEREAS, the County, the Sheriff and Hometown seek to enter into this IGA where the Sheriff will provide dispatch services to the Hometown Police;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

II. INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein as though fully set forth.

III. GENERAL PROVISIONS

A. **Term:** The term of this IGA shall begin on July 1st 2019 ("Effective Date") and shall continue for five (5) years from the Effective Date ("Termination Date").

B. **Termination:** Either the Sheriff or Hometown may terminate this IGA at any time after the first three (3) months of the Term upon one hundred eighty (180) days written notice.

C. Roles and Responsibilities:

- 1) The Sheriff agrees to provide 9-1-1 System dispatching services to Hometown twenty-four hours a day, seven days a week. Hometown Police Department dispatch will be done on a Cook County 800 mhz frequency.
- 2) Hometown will adhere to current 9-1-1 Center procedures covering radio use and officer safety practices mandated by the Sheriff's Office.
- 3) Hometown will only be allowed to have TDMA capable radios on the Sheriff's radio system.
- 4) Hometown's obligations under this agreement are contingent upon its execution of a separate Intergovernmental Agreement with ETSB, whereby ETSB agrees to provide Hometown with eight mobile device terminals at no charge, and upon its execution of a separate Intergovernmental Agreement with Cook County, whereby Cook County, acting through the Sheriff, makes available to Hometown up to six portable radios at no charge to Hometown.

D. Operational Reimbursement

- 1) Hometown agrees to reimburse the Sheriff's Office on a monthly basis, with the first invoice being sent prior to commencement of services, for all personnel and operational costs associated with this IGA, including but not limited to costs associated with any additional positions necessary for performance of services ("Sheriff's Reimbursement"). Reimbursements shall take place in accordance with the following schedule, with any partial year prorated based the number of days the IGA has been in effect for that year:

1 st year of service -	\$91,112
2 nd year of service -	\$94,373
3 rd year of service -	\$97,906
4 th year of service -	\$101,562
5 th year of service -	\$105,628

- 2) Sheriff will send Hometown a monthly invoice. Payment to Sheriff will be due within thirty (30) days of receipt of invoice.

IV. INDEMNIFICATION

- A. Hometown agrees to indemnify, defend, save and hold the County and the Sheriff, and their respective Commissioners, agents, officers, and employees harmless from and against any and all liabilities, claims, demands or suits brought by any employee of Hometown pursuant to this IGA or member of the public arising out of any negligent act or omission of Hometown and/or its agents, officers, or employees in the performance of this IGA.
- B. The County shall be responsible for the acts of its agents, officers, or employees in the performance of this IGA.

V. DISPUTE RESOLUTION

In the event of a dispute between Hometown and the Sheriff concerning this IGA, each shall designate a representative who shall meet to resolve the dispute. If the designated representatives fail to resolve the dispute, then the Sheriff's General Counsel and Hometown's General Counsel are responsible for promptly resolving the dispute in good faith and in a cooperative manner.

VI. NOTICE

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service during regular business hours; (b) facsimile transmission during regular business hours; (c) overnight courier; or (d) first class mail properly addressed with postage prepaid and deposited in the U. S. Mail. Any notice, demand or request served personally or by facsimile transmission as aforesaid shall be effective upon receipt. Any notice, demand or request served by overnight courier shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or request served by U.S. mail shall be deemed received two (2) business days following deposit in the mail. Notices shall be served at the following addresses or at such other place as the Parties may from time to time designate in writing by notice given hereunder

If to the Cook County Sheriff's Office:

Cook County Sheriff's Office
Attn: General Counsel
50 West Washington
Ste. 704
Chicago, Illinois 60602

If to Hometown:

City of Hometown
Attn: Mayor
4331 Southwest Highway
Hometown, IL 60456

VII. MISCELLANEOUS

- A. Compliance with Laws. The Parties shall at all times observe and comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of this IGA.
- B. Counterparts. This IGA may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.
- C. Governing Law and Venue. This IGA shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the principles of conflicts of law thereof. If there is a lawsuit under this IGA, each Party hereto agrees to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this IGA.
- D. Entire Agreement; Modification. This IGA constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations and discussions. This IGA may not be modified or amended in any manner without the prior written consent of the Parties hereto. No term of this IGA may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the Party benefited by such term.
- E. Severability. If any term of this IGA or any application thereof is held invalid or unenforceable, the remainder of this IGA shall be construed as if such invalid part were never included herein and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.
- F. Conflicts. This IGA shall not be legally binding if entered into in violation of the provisions of the Public Officer Prohibited Activities Act, 50 ILCS 105/0.01 *et seq.*

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IN WITNESS WHEREOF, the County of Cook, and Hometown have caused this IGA to be executed.

COOK COUNTY EXECUTION: The undersigned, on behalf of the County of Cook, Illinois, a body politic and corporate of the State of Illinois, hereby accept the foregoing Intergovernmental Agreement:

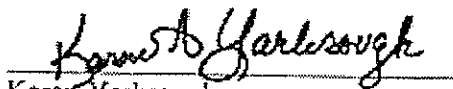


Toni Preckwinkle
President, Cook County Board of Commissioners

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

ATTEST:

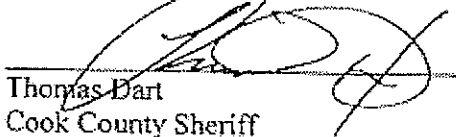
MAY 23 2019



Karen Yarbrough
Cook County Clerk

Dated: _____

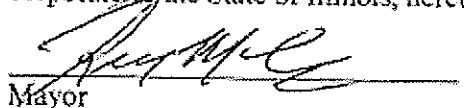
ACKNOWLEDGED:


Thomas Dart
Cook County Sheriff

Approved as to form:

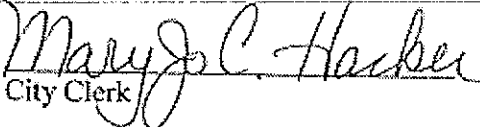

Assistant State's Attorney

Hometown's EXECUTION: The undersigned, on behalf of Hometown, a body politic and corporate of the State of Illinois, hereby accept the foregoing Intergovernmental Agreement:


Mayor

Dated: 5-14-19

ATTEST:


City Clerk

Dated: May 14, 2019

**AGREEMENT RELATING TO TRANSFER AND REPORTING OF SURCHARGE
FUNDS ATTRIBUTABLE TO THE CITY OF HOMETOWN, ILLINOIS**

THIS AGREEMENT (the "Agreement") is made and entered into the 15th day of October, 2019 (the "Effective Date") by and between the Cook County Emergency Telephone System Board ("Cook County ETSB") and the Des Plaines Valley Emergency Telephone System Board ("Des Plaines Valley ETSB") for the purpose of providing for the transfer of and reporting relating to certain surcharge funds attributable to the City of Hometown, Illinois ("City")(individually a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, Section 15.4a of the Emergency Telephone System Act, 50 ILCS 750/1 *et seq.* (the "Act"), requires any 9-1-1 Authority, as defined by the Act, in a county with a population of at least 250,000 to consolidate such that no 9-1-1 Authority in the county serves a population of less than 25,000; and

WHEREAS, Cook County ETSB operates the Cook County 9-1-1 system in unincorporated areas of Cook County and certain municipalities; and

WHEREAS, in accordance with the Act, Des Plaines Valley ETSB, a Joint ETSB, was created with the City of Hometown, along with other municipalities, participating as a member municipality; and

WHEREAS, pursuant to 50 ILCS 15.4(a)(2), the City of Hometown ("City") requested that it be included in the County 9-1-1 System and the Cook County ETSB has agreed to accept the City into the County 9-1-1 System; and

WHEREAS, in accordance with the bylaws adopted by Des Plaines Valley ETSB, City has provided notice of its termination as a member of Des Plaines Valley ETSB and its intention to join Cook County ETSB; and

WHEREAS, to facilitate City's transition from Des Plaines Valley ETSB to Cook County ETSB, the Parties desire to enter into this Agreement to confirm their understanding that City will cease to be a member of Des Plaines Valley ETSB and will become a member of Cook County ETSB; that, thereafter the boundaries for wireless emergency calls of each Party will change such that wireless emergency calls originating in the City will be handled by Cook County ETSB; and, to provide for the transfer to Cook County ETSB of any funds held by Des Plaines Valley ETSB attributable to City, including any surcharge funds (such as those funds commonly known as wireline and hold harmless surcharge funds) collected pursuant to the Act or any other applicable statute or ordinance (the "Funds").

NOW, THEREFORE, in consideration of the promises and mutual covenants hereafter set forth, the Parties agree as follows:

Section 1. Incorporation of Recitals.

The foregoing preambles are hereby incorporated into this Agreement as if full restated in this Section 1.

Section 2. City Opt-Out.

City has provided the notice required by Des Plaines Valley ETSB's bylaws to terminate its status as a Des Plaines Valley ETSB member municipality and that upon approval of Cook County ETSB's consolidation plan by the State of Illinois' Office of the Statewide 9-1-1 Administrator, City shall become a member of Cook County ETSB.

Section 3. Wireless Call Boundaries.

Upon City becoming a Cook County ETSB member municipality, the wireless call boundaries of Cook County ETSB and Des Plaines Valley ETSB shall change such that all wireless 9-1-1 calls originating in City shall no longer be handled by Des Plaines Valley ETSB and instead shall be handled by Cook County ETSB.

Section 4. Funds.

Once the consolidation plan is approved by the State of Illinois' Office of the Statewide 9-1-1 Administrator, Cook County ETSB shall receive all Funds attributable to City in accordance with the Act. Cook County ETSB will be responsible for all Funds it receives and for the reporting and auditing of all Funds as described in Section 5 below.

Section 5. Financial Reporting of Funds.

Des Plaines Valley ETSB shall be responsible for all required financial reporting relating to the Funds, including the financial report required by Section 40 of the Act, up to and including the date that Cook County ETSB's consolidation plan is approved by the State of Illinois' Office of the Statewide 9-1-1 Administrator. Thereafter, Cook County ETSB shall be responsible for all such reporting.

Section 6. Term.

The term of this Agreement shall commence on the Effective Date and shall end the later of (1) the date which is one (1) year after the date of approval of Cook County ETSB's consolidation plan by the State of Illinois' Office of the Statewide 9-1-1 Administrator or (2) the date upon which Des Plaines Valley ETSB files the last financial report relating to funds attributable to City as required by Section 5 hereof.

Section 7. Counterparts.

~~This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.~~

Section 8. 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.

Section 9. Governing Law.

This Agreement shall be governed by the laws of the State of Illinois without giving consideration to the principals of conflict of laws.

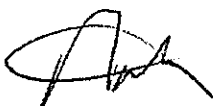
Section 10. Entire Agreement.

This Agreement represents the entire agreement between the Parties and there are no other promises or conditions in any other agreement whether oral or written.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the dates set out below.

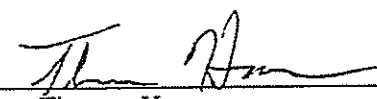
Cook County Emergency Telephone System Board

By: 

Martin Bennett
Executive Director

Date: 8/22/19

Des Plaines Valley Emergency Telephone System Board

By: 

Name: Thomas Hansen
Title: Chairman, Des Plaines Valley ETSB

Date: August 22, 2019

ORDINANCE NO. 9 -2019

AN ORDINANCE WITHDRAWING FROM THE DES PLAINES VALLEY DISPATCH CENTER, OF THE MUNICIPAL CODE OF HOMETOWN

WHEREAS, The City of Hometown is currently a member of the Des Plaines Valley Dispatch Center, and

WHEREAS, the City of Hometown has investigated and deems it to be in the City's best interest to withdraw from Des Plaines Valley Dispatch Center, and

WHEREAS, the City finds that it would be in the City's best interest to join with another Dispatch Center.

THEREFORE, BE IT ORDAINED by the City Council of Hometown, Cook County, Illinois:

Section 1

1. The City of Hometown hereby withdraws from the Des Plaines Valley Dispatch Center.
2. The Mayor or City Clerk is authorized to take all steps and execute any and all documents necessary to effectuate this withdrawal.

Section 2

If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

Section 3

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed insofar as they conflict herewith.

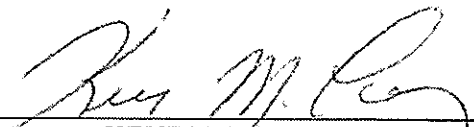
Section 4

This ordinance shall be immediately in full force and effect after passage, approval and publication. This ordinance is authorized to be published in pamphlet form.

This ordinance was passed and deposited in the office of the Clerk of the City of Hometown, Illinois, this 20th day of August, 2019.


1
APPROVED by me this 20th day
of August, 2019.

MARY JO C. HACKER, City Clerk



KEVIN M. CASEY, Mayor

I DO HEREBY CERTIFY that this ordinance was, after its passage and approval, published in pamphlet form by authority of the City of Hometown, in accordance with law, this 20th day of August, 2019.



MARY JO C. HACKER, City Clerk

**CITY OF HOMETOWN
CLERK'S CERTIFICATION**

STATE OF ILLINOIS)

COUNTY OF COOK) SS

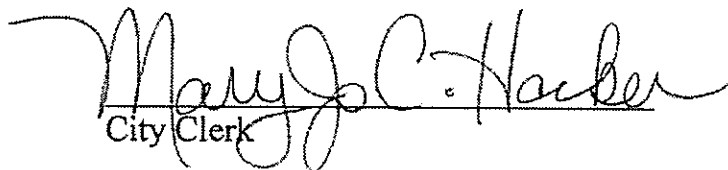
CITY OF HOMETOWN)

CERTIFICATION

I, Mary Jo C. Hacker, City Clerk of the City of Hometown, Cook County, Illinois, do hereby certify that the foregoing is a true and correct copy of Ordinance No 9-2019. Signed the twentieth day of 2019 A. D., the original of said Ordinance is now on file in my office.

I do further certify that I am the legal custodian of all papers, contracts, documents and records of said City.

WITNESS my hand and the official seal of said City this 20th day of August A.D. 2019.

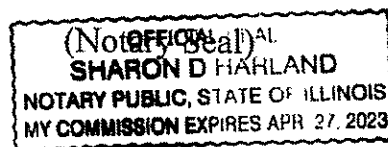

City Clerk

4331 SW Hwy
Address

Subscribed and Sworn to
before me this 20th day
of August 2019.




Notary Public



ORDINANCE NO. 10 -2019

AN ORDINANCE WITHDRAWING FROM THE DES PLAINES VALLEY 911 SYSTEM, OF THE MUNICIPAL CODE OF HOMETOWN

WHEREAS, The City of Hometown is currently a member of the Des Plaines Valley 911 System, and

WHEREAS, the City of Hometown has investigated and deems it to be in the City's best interest to withdraw from Des Plaines Valley 911 System, and

WHEREAS, the City finds that it would be in the City's best interest to join with another 911 System.

THEREFORE, BE IT ORDAINED by the City Council of Hometown, Cook County, Illinois:

Section 1

1. The City of Hometown hereby withdraws from the Des Plaines Valley 911 System.
2. The Mayor or City Clerk is authorized to take all steps and execute any and all documents necessary to effectuate this withdrawal.

Section 2

If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

Section 3

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed insofar as they conflict herewith.


Section 4

This ordinance shall be immediately in full force and effect after passage, approval and publication. This ordinance is authorized to be published in pamphlet form.

This ordinance was passed and deposited in the office of the Clerk of the City of Hometown, Illinois, this 20th day of August, 2019.

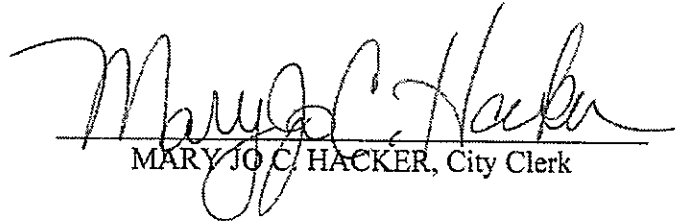
APPROVED by me this 20th day
of August, 2019.

MARY JO C. HACKER, City Clerk



KEVIN M. CASEY, Mayor

I DO HEREBY CERTIFY that this ordinance was, after its passage and approval, published in pamphlet form by authority of the City of Hometown, in accordance with law, this 20th day of August, 2019.



MARY JO C. HACKER, City Clerk

**CITY OF HOMETOWN
CLERK'S CERTIFICATION**

STATE OF ILLINOIS)

COUNTY OF COOK) SS

CITY OF HOMETOWN)

CERTIFICATION

I, Mary Jo C. Hacker, City Clerk of the City of Hometown, Cook County, Illinois, do hereby certify that the foregoing is a true and correct copy of Ordinance No 10-2019. Signed the twentieth day of 2019 A. D., the original of said Ordinance is now on file in my office.

I do further certify that I am the legal custodian of all papers, contracts, documents and records of said City.

WITNESS my hand and the official seal of said City this 20th day of August A.D. 2019.

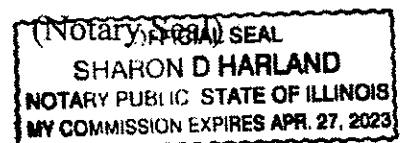
Mary Jo C. Hacker
City Clerk

4331 SW Hwy
Address

Subscribed and Sworn to
before me this 20th day
of August 2019.



Sharon D. Harland
Notary Public



**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF HICKORY HILLS AND THE ROBERTS PARK
FIRE PROTECTION DISTRICT**

THIS AGREEMENT made this 14th day of May, 2019, by and between the City of Hickory Hills ("City") and the Roberts Park Fire Protection District ("District") (collectively referred to as "Parties").

WITNESSETH

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 provides for intergovernmental cooperation; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, further authorizes intergovernmental cooperation; and

WHEREAS, the City and the District desire to enter into a contractual relationship for the City to provide fire dispatch services to the District.

NOW THEREFORE, in consideration of the mutual promises that the Parties have made to each other, and other good and valuable consideration, the Parties hereby agree as follows:

1. **Recitals.** The above recitals are hereby incorporated as though fully set forth herein.

2. **Term.** This Agreement shall be for a term commencing on June 10, 2019 and terminating on _____, _____, unless sooner terminated as provided for herein.

3. **Provision of Dispatch Services.** The City agrees to provide reasonable and customary fire dispatch services, including, but not limited to, hazardous material, fire alarm activations, technical rescue, complaints of hazardous conditions, trapped individuals, emergency medical services and related services, for the District on a 24-hour basis. The District agrees to promptly provide the City with any and all written documentation or other information necessary to provide fire dispatch services for the District.

4. **Response Times.** The City shall answer emergency calls within nationally accepted times and considering the circumstances and the other obligations of the City and District at the time of the call. All calls shall be handled in the order received by the City and in accordance with priority as to the nature of the call. The District shall not use as grounds for terminating this Agreement any unintentional or non-negligent failures by the City to adhere to national response times according to the above standards.

5. **Compensation.**

- A. The District shall pay the City the sum of \$75,000 per annum, paid in monthly installments, for the first twelve-month period of this Agreement. All payments are due on or before the 5th day of each month. The compensation paid by the District to the City shall increase 2% per annum for each subsequent 12-month period.
- B. In addition to the monthly payments in Paragraph 4A, the District shall be responsible for its proportionate share of any future capital costs associated with maintaining and/or replacing the equipment necessary to provide emergency dispatch services to the extent that such capital costs are not authorized to be paid using 9-1-1 surcharge funds. The District's proportionate share shall be calculated based upon the percentage of the call volume attributable to the District, including any additional parties to whom the City currently provides 9-1-1 dispatch services or with whom the City contracts to provide such services in the future. The City agrees to provide the District with an itemized bill relating to all capital expenditures for which the District is required to contribute funding. The District agrees to remit payment within 60 days of receipt of the invoice.

6. **Liability.** The City agrees to use its best effort to transmit messages to the District, but shall not be responsible for failure to transmit said messages due to damage to its equipment caused by acts of sabotage, vandalism, or natural disaster or because demand for its services due to emergency calls related to the City or future parties. The determination of the priority of emergency matters shall not be done in an arbitrary or capricious manner.

7. **Indemnification.**

- A. To the fullest extent provided by law, the District agrees to save, keep and hold the City, including its agents, employees and elected officials, harmless from any and all claims, causes of action, or damages of every kind, nature and description, ~~including attorneys' fees, arising from or relating to the obligations undertaken by the City under this Agreement.~~
- B. The City shall be responsible for the acts of its agents, officers or employees in the performance of this Agreement. The City agrees to indemnify, defend, save and hold the District, its elected officials, agents, officers and employees harmless from and against any and all liabilities, claims, damages or suits brought by any employee of the City pursuant to this Agreement or member of the public arising out of any negligent act or omission of the City and/or its agents, officer or employees in the performance of this Agreement.

C. **Consequential Damages.** In no event shall the City be liable to the District for any special, incidental or consequential damages, including, but not limited to, loss of income, loss of revenue, loss of profits, loss of use, loss of capital, rental expenses, financing, reputation, overhead expenses, or interest, whether based on contract, tort, negligence, strict liability, or otherwise and arising from any cause whatsoever by performance under this Agreement or breach of this Agreement.

D. **Future Parties.** The City may at any time enter into agreements with future parties based upon the determination that there is adequate capacity to serve such parties. Any agreement with a future party shall be similar in form and substance to this Agreement. In the event the City provides 9-1-1 emergency dispatch services to other jurisdictions, a determination of the District's proportionate share allocable to future capital costs, shall include the populations of any future parties to this Agreement.

E. **Termination.** After the initial twelve-month period, this Agreement may be terminated by either party upon 60 days written notice of the effective date of said termination from the terminating party. Upon termination of this Agreement, the City shall have no obligation to provide any services covered by this Agreement.

F. **Notices.** All notices or communications provided for herein shall be in writing and shall be delivered to the other party either in person, by a reputable overnight carrier or by United States certified mail return receipt requested. Notice shall be served as follows:

City of Hickory Hills
Mayor Mike Howley
8652 West 95th Street
Hickory Hills, IL 60457

Roberts Park Fire Protection District
President Patrick Lorenz
8611 South Roberts Road
Justice, IL 60458

G. **Severability.** Should any part, term or provisions of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby.

H. **Section and Other Headings.** Sections or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

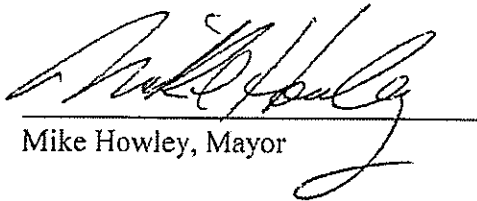
I. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

J. **Construction.** This Agreement is the end result of the combined effort of the Parties and has been jointly negotiated, drafted and reviewed by each Party and its respective attorneys. No one Party shall be deemed to have drafted this Agreement and no ambiguity in this Agreement shall be interpreted or construed against any Party.

K. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be executed by the City and the other Parties and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

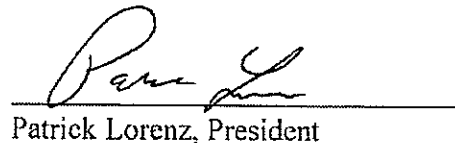
IN WITNESS WHEREOF, the Parties listed below have set their hands and seals the day and year above written.

CITY OF HICKORY HILLS


Mike Howley, Mayor

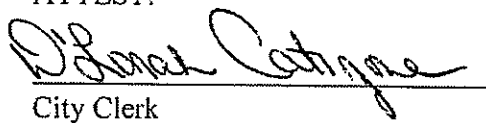
(SEAL)

ROBERTS PARK FIRE
PROTECTION DISTRICT


Patrick Lorenz, President

(SEAL)

ATTEST:


City Clerk

ATTEST:


Secretary of Board of Trustees

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF HICKORY HILLS AND THE HOMETOWN
FIRE PROTECTION DISTRICT**

THIS AGREEMENT made this 12 day of August, 2019, by and between the City of Hickory Hills ("City") and the Hometown Fire Protection District ("District") (collectively referred to as "Parties").

WITNESSETH

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 provides for intergovernmental cooperation; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, further authorizes intergovernmental cooperation; and

WHEREAS, the City and the District desire to enter into a contractual relationship for the City to provide fire dispatch services to the District.

NOW THEREFORE, in consideration of the mutual promises that the Parties have made to each other, and other good and valuable consideration, the Parties hereby agree as follows:

1. **Recitals.** The above recitals are hereby incorporated as though fully set forth herein.

2. **Term.** This Agreement shall be for a term commencing on January 1, 2020 and terminating on December 31, 2024, unless sooner terminated as provided for herein.

3. **Provision of Dispatch Services.** The City agrees to provide reasonable and customary fire dispatch services, including, but not limited to, hazardous material, fire alarm activations, technical rescue, complaints of hazardous conditions, trapped individuals, emergency medical services and related services, for the District on a 24-hour basis. The District agrees to promptly provide the City with any and all written documentation or other information necessary to provide fire dispatch services for the District.

4. **Response Times.** The City shall answer emergency calls within nationally accepted times and considering the circumstances and the other obligations of the City and District at the time of the call. All calls shall be handled in the order received by the City and in accordance with priority as to the nature of the call. The District shall

not use as grounds for terminating this Agreement any unintentional or non-negligent failures by the City to adhere to national response times according to the above standards.

5. Compensation.

- A. The District shall pay the City the sum of \$28,000 per annum, paid in monthly installments, for the first twelve-month period of this Agreement. All payments are due on or before the 5th day of each month. The compensation paid by the District to the City shall increase 2% per annum for each subsequent 12-month period.
- B. In addition to the monthly payments in Paragraph 4A, the District shall be responsible for its proportionate share of any future capital costs associated with maintaining and/or replacing the equipment necessary to provide emergency dispatch services to the extent that such capital costs are not authorized to be paid using 9-1-1 surcharge funds. The District's proportionate share shall be calculated based upon the percentage of the call volume attributable to the District, including any additional parties to whom the City currently provides 9-1-1 dispatch services or with whom the City contracts to provide such services in the future. The City agrees to provide the District with an itemized bill relating to all capital expenditures for which the District is required to contribute funding. The District agrees to remit payment within 60 days of receipt of the invoice.

6. Liability. The City agrees to use its best effort to transmit messages to the District, but shall not be responsible for failure to transmit said messages due to damage to its equipment caused by acts of sabotage, vandalism, or natural disaster or because demand for its services due to emergency calls related to the City or future parties. The determination of the priority of emergency matters shall not be done in an arbitrary or capricious manner.

7. Indemnification.

- A. To the fullest extent provided by law, the District agrees to save, keep and hold the City, including its agents, employees and elected officials, harmless from any and all claims, causes of action, or damages of every kind, nature and description, including attorneys' fees, arising from or relating to the obligations undertaken by the City under this Agreement.
- B. The City shall be responsible for the acts of its agents, officers or employees in the performance of this Agreement. The City agrees to indemnify, defend, save and hold the District, its elected officials,

agents, officers and employees harmless from and against any and all liabilities, claims, damages or suits brought by any employee of the City pursuant to this Agreement or member of the public arising out of any negligent act or omission of the City and/or its agents, officer or employees in the performance of this Agreement.

C. **Consequential Damages.** In no event shall the City be liable to the District for any special, incidental or consequential damages, including, but not limited to, loss of income, loss of revenue, loss of profits, loss of use, loss of capital, rental expenses, financing, reputation, overhead expenses, or interest, whether based on contract, tort, negligence, strict liability, or otherwise and arising from any cause whatsoever by performance under this Agreement or breach of this Agreement.

D. **Future Parties.** The City may at any time enter into agreements with future parties based upon the determination that there is adequate capacity to serve such parties. Any agreement with a future party shall be similar in form and substance to this Agreement. In the event the City provides 9-1-1 emergency dispatch services to other jurisdictions, a determination of the District's proportionate share allocable to future capital costs, shall include the populations of any future parties to this Agreement.

E. **Termination.** After the initial twelve-month period, this Agreement may be terminated by either party upon 60 days written notice of the effective date of said termination from the terminating party. Upon termination of this Agreement, the City shall have no obligation to provide any services covered by this Agreement.

F. **Notices.** All notices or communications provided for herein shall be in writing and shall be delivered to the other party either in person, by a reputable overnight carrier or by United States certified mail return receipt requested. Notice shall be served as follows:

City of Hickory Hills
Mayor Mike Howley
8652 West 95th Street
Hickory Hills, IL 60457

Hometown Fire Protection District
President Jeff Reinheimer
4301 Southwest Highway
Hometown, IL 60456

G. **Severability.** Should any part, term or provisions of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby.

H. **Section and Other Headings.** Sections or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

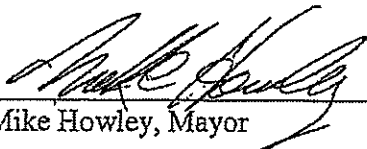
I. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

J. **Construction.** This Agreement is the end result of the combined effort of the Parties and has been jointly negotiated, drafted and reviewed by each Party and its respective attorneys. No one Party shall be deemed to have drafted this Agreement and no ambiguity in this Agreement shall be interpreted or construed against any Party.

K. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be executed by the City and the other Parties and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

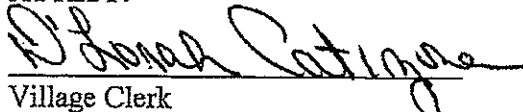
IN WITNESS WHEREOF, the Parties listed below have set their hands and seals the day and year above written.

CITY OF HICKORY HILLS


Mike Howley, Mayor

(SEAL)

ATTEST:


Village Clerk

HOMETOWN FIRE
PROTECTION DISTRICT


Jeff Reinheimer, President

(SEAL)

ATTEST:



Sec. of Board of Trustees

Des Plaines Valley 911 ETSB PSAP Back-up Agreement

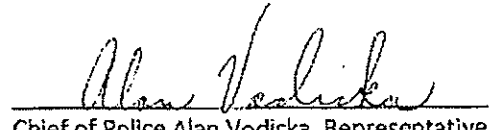
This agreement establishes a Public Safety Answering Point Back-Up system for the Des Plaines Valley 911 ETSB:

In the event of a catastrophic failure to the Hickory Hills PSAP or the required building evacuation, all 911 receiving and dispatching functions will be transferred to the back-up PSAP located at the Village of Bedford Park Police Department.

Likewise, in the event of a catastrophic failure to the Bedford Park PSAP or the required building evacuation, all 911 receiving and dispatching functions will be transferred to the back-up PSAP located at the City of Hickory Hills Police Department.


Chief of Police Dan Godfrey, Representative
for the Village of Bedford Park

8/8/2016
Date


Chief of Police Alan Vodicka, Representative
for the City of Hickory Hills

8/08/16
Date

DES PLAINES VALLEY ETSB

PROPOSED REMOVING HOMETOWN

