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



State of Illinois

Application for 9-1-1 Consolidation Plan

INTRODUCTION

The following document provides the application for submitting a 9-1-1 Consolidation Plan that will supply the Department of State Police (Department), the Illinois Commerce Commission (ICC), the Statewide 9-1-1 Advisory Board (Advisory Board) and the Statewide 9-1-1 Administrator (Administrator) with the necessary information about your proposal to consolidate your 9-1-1 system. All consolidations plans must comply with 83 III. Adm. Code Part 1324.

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

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

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

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

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

VerificationNotarized statement of truth regarding information provided in the plan. **Letter of Intent**Letter that is sent to the 9-1-1 System Provider with a copy of the plan.

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

Financial Information A summary of anticipated implementation costs and annual operating costs of the

consolidated or modified 9-1-1 system that are directly associated with 9-1-1 as well as

the anticipated revenues.

5-Year Strategic Plan A detailed plan for implementation and financial projections.Communities Served A list of all communities that are served by the 9-1-1 System.

Participating Agencies A list of public safety agencies (Police, Fire, EMS, etc.) who are dispatched by the 9-1-1

System.

Adjacent Agencies A list of public safety agencies (Police, Fire, EMS, etc.) that are adjacent to the 9-1-1

System's jurisdictional boundaries.

Attachments (if applicable):

Ordinance Any local ordinances which dissolve an existing ETSB or creates a new ETSB.

Intergovernmental Any intergovernmental agreements or MOU's creating a joint ETSB or any other

Agreement 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

Establishes back-up and overflow services between PSAPs.

Agreement

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

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

Aid Outside
Aid outside normal jurisdictional boundaries agreements shall provide that once an

emergency unit is dispatched in response to a request through the system, such unit

Boundaries Agreements shall render its service to the requesting party without regard to whether the unit is

operating outside its normal jurisdictional boundaries.

Carrier Listing

A list of each carrier telephone company(s), exchange(s), prefix(es), and the various

9-1-1 System configurations that will be used in the proposed system.

Test Plan

The 911 System's overall plan detailing how and to what extent the network and data

base will be tested.

These consolidation Plans must be filed electronically on the Department's website at:

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



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

Consolidations Plans defined under category 3) above do not need to be submitted electronically on the Department's website.

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

General Information

Contact and 9-1-1 System information.

Plan Narrative

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

Attachments (if applicable):

Network Diagram

Provided by the 9-1-1 system provider showing trunking routing and backup configuration

Call Handling Agreements Call handling agreements shall describe the primary and secondary dispatch method

to be used by requesting parties within their respective jurisdictions.

911 GENERA	LINF	JKMI <i>F</i>	ATION			
DATE:			.			
Type of Change: Consolidation within an ETSB	₽	✓ Joint ET	SB [Unse	erved cons	olidation
Current System Name:		Popi	ulation Serve	ed	Land Are	a in Sq Miles
Village of Lyons		-		10,772		2.21
Village of Justice				13,020		2.91
Village of Willow Springs				5,709		3.87
				29.501		8.99
System Name after Consolidation: Mid-South Comm E	TSB			29.501		0.55
PSAP EFFECTED:	Conso	lidation/	Decommi	ssion/	Primary	Secondary
(Consolidation Plans Only)	Remai	n Open	Close			
Lyons PSAP	Х				Х	
Justice PSAP	Х				Х	
Willow Springs			Х			
		· · · · · · · · · · · · · · · · · · ·				
					<u> </u>	
						
911 System Contact: Chief James M. Keating					<u></u>	•
Street Address: 4200 Lawndale Avenue			,			
City, State and Zip Code: Lyons, IL 60534						
Office Telephone: (708) 447-1225						
Cellular Telephone: (708) 442-4419					<u> </u>	
Email: jkeating@villageoflyons-il.net						
LITIAII. Medaling wind good york in mot					······································	
Wineless Courses for Coursell debt Co.		Dia ·	h = =1c 14	! ! - !		
Wireless Coverage for Consolidated System	i.		heck if appl			
100% Phase II compliant			NG9-1-1 ca			
<u>100</u> % Phase I compliant		·	Receive 9-1	-1 Text		

_ Receive 9-1-1 Video

VERIFICATION

I, JAMES M. KEATING	_, first being duly sworn upor	ı oath, depose and say that
l am JAMES M. KEATING	, of MID-SOUTH COMM ETSB	; that I have read the
foregoing plan by me subscribed and	know the contents thereof; th	at said contents are true in
substance and in fact, except as to the	ose matters stated upon infor	mation and belief, and as to
those, I believe same to be true.		
	JAMES	M. KEATING
Subscribed and sworn to before me		
this 39^{44} day of JUNE	, 20 <u>17</u>	
NOTARY PUBLIC, ILLINOIS		FICIAL SEAL IA E. CASTRO dic - State of Illinois on Expires 2/11/2020

9-1-1 SYSTEM PROVIDER LETTER OF INTENT

(Provide with copy of Consolidation or Modified Plan)

May, 11,2017	·
(Date)	
John Allen	
(9-1-1 System Provider Company Representative)	_
Chicago Communications, LLC	_
(9-1-1 System Provider Company Name)	-
200 Spangler Avenue	
(Street Address)	_
Elmhurst, IL 60560	_
(City, State, Zip Code)	
Dear MR. JOHN ACCEN:	
This letter is to confirm our intent to consolidate or modify our 9-authorities that will be involved). Enclosed is your copy of our countries that will be involved). Enclosed is your copy of our countries that will be involved). Thank you for the Department of Illinois State Police for approval. Thank you for	onsolidation plan to be filed with
Sincerely,	
)-1. Keating	

enclosure: Consolidation or Modified Plan

(Name) (Title)

PLAN NARRATIVE

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

٦.	Do all of your PSAPs meet all of the requirements de	fined in 1325.415 and 1325.515 Yes No
2.	Type of Radio/Telecommunications systems compatition participating and adjacent agencies.	STARCOMM21 STARCOMM21 ITTF channels only Other, explain below
	See attached.	
3.	Will all PSAPs remaining after consolidation direct dis to section 1324.200b)3)?	spatch all emergency calls pursuant Yes No
4.	Have you included maps to show the territory covered by the system?	⊠ Yes No
	, ,	Plans submitted without this documentation will be rejected.
5.	Have you included a listing of all telephone companies?	Yes No
		Plans submitted without this documentation will be rejected.
6.	Have you included a copy of the intergovernmental agreement, ordinance, resolution and/or contracts?	Yes No Plans submitted without this documentation will be rejected.
7.	Have you included a list of participating and	Yes
	adjacent agencies?	No No
		Plans submitted without this documentation will be rejected.
8.	Have you included financial information?	Yes No
		Plans submitted without this documentation will be rejected.
9.	Public education. This is an unserved county This is an existing 9-1-1 sys	that will require public education. (See attachment.) stem(s) and does not require public education.
10.		ill require training. (See attachment.)) and does not require internal training/similar/ongoing training of policy from agencies served.
11.	∑ This is an existing 9-	ounty that will require training. (See attachment.) -1-1 system(s) and does not require internal training/similar/ any GIS annexation or change of policy from agencies served.

PLAN NARRATIVE, PAGE 8, #2

Lyons uses the Cook County Astro 7.x Trunking System linked to the STARCOMM21 interop directly. Justice Police is dispatched over T-Band UHF radio frequency shared with adjacent communities. Fire also has VHF conventional resources. Fire agencies are dispatched over VHF (Lyons), and Roberts Park Fire Protection District dispatches for Justice Fire (Adjacent communities), and Tri-State (ACDC) Fire Protection District (Willow Springs).

12.	Have you included call handling and aid outside jurisdictional boundary agreements?	Yes No
		Plans submitted without this documentation will be rejected.
13.	Have you included a new system diagram?	∑ Yes □ No
		Plans submitted without this documentation will be rejected.
13a.	Does the new system diagram include all PSAP(s) and backup PSAP location(s)?	Yes No
		Plans submitted without this documentation will be rejected.
14.	Have or will all areas within the 9-1-1 system be add If no, please explain.	ressed for the database?
14a.	Explain all aspects of the database, i.e., how often is	
	West/Intrado maintains the databases daily. The Lyons' A	Database links to West/Intrado MSAG off premise databases. Airbus Sentinel Patriot and Justice's Moducom Ultracom IP 911 ifilled out by the responding call takerand submitted automatically /Intrado electronically.
15.	Who is the 9-1-1 system provider for your 911 system next generation based or a combination.	n? Please explain whether the system will be legacy based,
	Lyons' Airbus DS Communications Sentinel Patriot 911 is Ultracom IP 911 with CAPERS CAD mapping integration delivery of an i3 ESINet delivery of 911 and firewall hards	s an IP based NG911 capable solution as is the Justice Moducom is a Next Generation 911 compliant/capable solution waiting on ware devices.

NARRATIVE STATEMENT:

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

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

Plan Narrative:

Lyons, Justice, and WillowSprings PSAPs plan to dissolve their current ETSBs and form Mid-South Comm ETSB. The consolidated ETSB will utilize the two PSAP back-up of call takingkeeping Lyons and Justice PSAPs and decommissioning the Willow Springs PSAP. Actively open to additional consolidation of nearby public safety dispatching services.

The Mid-South Comm ETSB has prospective interest in consolidation from several nearby communities. However, none have committed to enter into an intergovernmental agreement at this time. Many have indicated that they are going to wait until the Mid-South Comm ETSB consolidation application has been approved by the Statewide 9-1-1 Advisory Board and Administrator.

Justice and Lyons will be providing mutual back-up service to each other even they are close geographically, they are on two separate radio bands and they are separated by a river. This will help prevent both PSAPs being affected by an outage directly impacting one net radio band.

FINANCIAL INFORMATION

Name of ETSB(s) that are being dissolved	Total Reserves	s to be transferred to the Joint ET	SB
Justice ETSB and Willow Springs ETSB	\$	\$ 50,000.00	
Lyons	\$	\$ 50,000.00	
Dispatch Staff and Positions			
10_Number of answering positions prior to the consolidate	tion (total for all e	ntities)	
10 Number of answering positions in the consolidated sy	ystem		
13 Number of full time dispatchers/call takers prior to the	e consolidation (to	otal for all entities)	
10 Number of full time dispatchers/call takers in the cons	solidated system		
4 Number of part time dispatchers/call takers prior to the	ne consolidation (f	total for all entities)	
4Number of part time dispatchers/call takers in the cor	·	·	
Total amount (and percentage) of salaries paid for by 9-1-1 a	uthority prior to c		
	\$	\$ 450,000.00	%
Total amount (and percentage) of salaries to be paid for by 9	-1-1 authority afte	er consolidation:	
	\$		%
9-1-1 Network Cost (per year)			
a) Total network cost for each entity prior to the consolidation	n \$	\$ 702,904.00	-
b) Total network cost of consolidated system	\$	\$ 53,000.00	-
c) Net change in network costs:	\$	\$ 649,904.00) -
If no cost savings in network please explain:			
Lyons and Justice will not be changing their PSAP operations sin	nce they are keepir	ng their respective PSAPs.	

FINANCIAL INFORMATION

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

Network Cost		Estimated Amount (per year)	
AT&T Circuits		\$\$6,73	38.00
ANI/ALI Selective Router		\$ 14,6	16.00
9-1-1 Transfer		\$\$	10.00
Wireless Phase I & Phase II		\$\$ 1,5	14.00
Wireline Monthly Charges		\$\$ 33,60	00.00
Other Consolidation Cost			
PSAP, CPE, CAD Equipment, logging recorders	\$	\$ 210,000.00	
MSAG and Mapping Development or changes	\$	\$ 102,000.00	
Radio Consoles	\$	\$ 0.00	
Construction or Remodel of PSAP	\$	\$ 35,000.00	
Personnel	\$	\$ 0.00	
Other (Please place total amount in the blank at the right and explain below).	\$	\$ 0.00	
Recurring and Nonrecurring Cost (per year)			
Estimated nonrecurring cost for consolidation	\$	\$ 275,000.00	
a) Recurring costs prior to consolidations (all entities)	\$	\$ 979,216.00	
b) Proposed recurring cost for consolidated system	\$	\$ 450,000.00	
c) Net change in recurring costs: $a - b = c$	\$	\$ 529,216.00	
Revenue (per year)			
Projected surcharge revenue	\$	\$ 204,646.00	
Projected revenue from local governments	\$	\$ 355,000.00	
Projected revenue from other sources (grants)	\$		
Revenue in reserves	\$	\$ 105,000.00	
Total Revenue	\$	\$ 664,646.00	

FIVE YEAR STRATEGIC PLAN FOR CONSOLIDATION PLAN

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

Narrative:

The Villages of Lyons, Justice, and Willow Springs will operate under the authority of Mid-South Comm ETSB. They will maintain two PSAPs, one in Lyons and one in Justice. The Justice PSAP will be handling dispatch for Willow Springs. The Lyons PSAP will be handling any additional authorities that join Mid-South Comm ETSB.

The diversity allows for both centers to handle all incoming 911 calls and dispatch their public safety response agencies while being managed by one ETSB.

The Lyons/Justice-Willow Springs consolidation is expected to be completed on or before June 30, 2018 and the combination of all entities into the Mid-South Comm ETSB is expected to occur when both the actual consolidation is approved by the Statewide 9-1-1 Advisory Board and Administrator. Lyons, Justice, and Willow Springs have all entered into an intergovernmental agreement for the creation of the Mid-South Comm ETSB. They have all passed ordinances dissolving their current individual ETSBs.

Lyons and Justice have entered into a mutual back-up agreement along with Cook County providing back-up as well. Lyons and Justice operate on different band radios so the risk of being affected by the same outage is minimal.

Lyons and Justice provide and will continue to provide the latest and most up to date technology available including a NG-911 compliant platform. Mid-South Comm ETSB will create a capital improvement fund into which members communities will be required to deposit funds. These funds will be used to keep the two PSAPs at the highest possible level of technology.

Mid-South Comm ETSB will continue to provide training to its dispatchers to meet APCO standards including EMD training. Mid-South Comm ETSB will continue to provide the most qualified personnel available in the dispatching community for the benefit of the residents within the member communities borders.

Lyons and Justice are pro actively recruiting for member entities to join Mid-South Comm ETSB. They have met with the following municipal authorities: Hillside, Forest View, Indian Head Park, Countryside, and Stickney. Many of these communities have indicated that they will commit to joining Mid-South Comm ETSB once the approval by the Statewide 9-1-1 Advisory Board and Administrator becomes effective.

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
Lyons	4200 Lawndale Avenue, Lyons, IL 60534
Justice	7800 Archer Road, Justice, IL 60458
Willow Springs	One Village Circle, Willow Springs, IL 60480
·	

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
Lyons Police Department	4200 Lawndale Avenue, Lyons, IL 60534	(708) 447-1225	Х		
Lyons Fire Department	4043 Joliet Avenue, Lyons, IL 60534	(708) 447-6655	Х		
Justice Police Department	7800 Archer Road, Justice, IL 60458	(708) 458-2191	×		
Willow Springs Police Dept	8255 Willow Springs Road, W.S. IL 60480	(708) 839-2732	×		
Roberts Pk Fire Protection Dist	8611 S. Roberts Road, Justice, IL 60458	(708) 598-6752		×	
Tri-State Fire Protection Dist	419 Plainfield Road, Darien, IL 60561	(630) 654-6410		×	
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					<u> </u>
					-

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
Bedford Park Police	6701 S. Archer Ave., Bedford Park, IL 60501	(708) 458-3388
Bedford Park Fire/EMS	6820 S. Archer Road, Bedford Park, IL 60501	(708) 636-4400
Berwyn Police	6401 31st. Berwyn, IL 60402	(708) 795-5600
Bridgeview Fire	7350 S. 100th Place, Bridgeview, IL 60455	(708) 924-8250
Bridgeview Police	7500 S. Oketo Ave., #1, Bridgeview, IL 60455	(708) 458-2131
Brookfield Police	8820 Brookfield Ave., Brookfield, IL 60513	(708) 485-8131
Burbank Police	5650 W. 75th Place, Burbank, IL 60459	(708) 924-7300
Burbank Fire	6530 W. 79th Street, Burbank, IL 60459	(708) 599-7766
Burr Ridge Police	7700 County Line Rd., Burr Ridge, IL 60527	(630) 323-8181
		(700) 005 4700
City of Chicago, OEMC	121 N. LaSalle St., Chicago, IL 60602	(708) 746-9111
Cook County Sheriff's Police	1401 Maybrook Dr., Maywood, IL 60153	(708) 865-4700
Countryside Police	5500 East Ave., Countryside, IL 60525	(708) 352-2171
Des Plaines Valley ETSB	8800 W. 87th St., Hickory Hills, IL 60437	(708) 598-4900
Forest View Police	7000 46th St., Forest View, IL 60402	(708) 788-0318
Hickory Hills Police	8800 W. 87th St., Hickory Hills, IL 60437	(708) 598-4900
Hodgkins Police	6015 Lenzi Ave., Hodgkins, IL 60525	(708) 352-4711
Illinois State Police	9511 W. Harrison St., Des Plaines, IL 60016	(847) 294-4400
McCook Police	5000 Glencoe Ave., #2, McCook, IL 60525	(708) 447-1234
North Riverside Police	2359 DesPlaines Ave., North Riverside, IL 60546	(708) 447-9191
Riverside Police	31 Riverside Rd., Riverside, IL 60546	(708) 447-2127
Stickney Police	6533 W. Pershing Rd., Stickney, IL 60402	(708) 788-2131
Tri-State Fire Protection District	10S110 S. Madison St., Burr Ridge, IL 60527	(630) 323-6445
*		

CARRIER LISTING

(Wireline, Wireless, VolP)

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

(USE ADDITIONAL SHEETS AS NECESSARY)

	(332)	
CARRIERS	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER
AT&T	PO Box 97061 Redmond, WA. 98073	(800) 635-6840
Sprint	6391 Sprint Pkwy., Overland Park, KS 662551	(913) 226-6735
Verizon	180 Washington Valley Rd. Bednunster, NJ 07921	(866) 730-8154
T-Mobile	4 Sullivan Pkwy., Parisppany, NY 07054	(877) 653-7911
AT&T Mobility	PO Box 97061 Redmond, WA. 98073	(800) 635-6840
Cricket Wireless	10307 Pacific Center Ct., San Diego, CA 92121	(800) 274-2538
Comcast	1701 JFK Blvd., Philadelphia, PA 19103	(800) 934-6489
Global Com	461 S. Milpitas Bled., Milpitas, CA	(800) 589-1631
Frontier	63 Stone St., Rochester, NY 14646	(877) 262-6822
Vonage	23 Main St., Holmdel, NJ 07733	(866) 293-5674
Allegiance	707 W. Saratoga St., Shawnee, OK 74804	(800) 937-1397
Cimco	1901 S. Meyers Rd. Oakbrook Terrace, IL 60181	(630) 691-8080
Worldcom	22001 Loudoun County Pkwy., Ashburn, VA 20147	(800) 844-1001
Focal	9641 82nd Ave., Edmonton, AB T6C 0Z9	(877) 453-8353
McLeod	8306 Highway 90A, Sugar Land, TX 77478	(800) 332-2385
CBEYOND	320 Interstate North Pkwy. Ste. 500, Atlanta, GA 30339	(866) 424-5100
form error	form error	form error
Mpower	515 S. Flower St., Los Angeles, CA 90071	(213) 213-3000
Paetec	600 Willowbrook Office Park, Fairport, NY 14450	(585) 340-2500
хо сомм	13865 Sunrise Valley Dr., Herndon, VA 20171	(703) 547-2000
Level3	1025 Eldorado Blvd., Broomfield, CO 80021	(720) 888-2750
US Cellular	8410 W. Bryn Mawr Ave., Chicago, IL 60631	(773) 399-8900

9-1-1 System Name_Village of Justice ETSB_

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

		Contact Phone			:			Last Monthly
Carrier Name	Contact Name	Number	Contact Email	Street Address	City	State		Payment Amount
Clear Rate Communications		407-260-1011		740 Florida Central PKWY, Suite 2028	Longwood	귵	32750	
Sage elecom Communications		407-260-1011		740 Florida Central PKWY, Suite 2028	Longwood	చ	32750	
Access One Inc.		407-260-1011		740 Florida Central PKWY, Suite 2028	Longwood	귙	32750	
Ooma, Inc		407-260-1011		740 Florida Central PKWY, Suite 2028	Longwood	ద	32750	-
NexVortex, Inc		407-260-1011		740 Florida Central PKWY, Suite 2028	Longwood	ద	32750	
Illinois Bell								
Level 3 Communications LLC				1025 Eldorado BLVD	Broomfield	8	80021	
Comcast IP Phone IL. LLC				1701 JFK BLVD 32nd FL C/O Tax Dept.	Philadelphia	A	19103	
Compliance Solutions Inc		407-260-1033		740 Florida Central PKWY, Suite 2028	Longwood	딦	32750	
State of Illinois Comtroller ICC		•						
Deferred Long Distance Inc.		818-380-9090		16830 Ventura BI VD., Suite 350	Encino	8	91436	
				DO Box 18315	JOG of the	ď	22222	
Windstream Corp.				CLOSE AND OF THE STORY	Al-t	ć	20000	
WD I World Discount Telecommunications		_		acou officer Auda, Sulfe 240	Alpharena Leber Carels	5 8	30003	
Y Max Communications Corp		•		Tuggu Mediock Bridge Ka, Stezuu	Joins Cleek	5	2008/	•
AT&T Corp					;	-	1	
Cbeyond Communications LLC				320 Interstate North PKWY SE	Atlanta	8	30339	
Teleport Communications, LLC								
MCIMETRO Access Transmission SVCS 11 C								
				1000 Brancisco Diane	Concord	Z	28025	
ACN, the				South Second		2	7733	
Vonage Business Solutions				Zo Maill Other		2 :	3 6	
Vonage Tax Account				23 Main Street	Holmdel	2	8	
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_	-	_		_		-	-	-

ATTACHMENTS

Ordinance - Documentation that supports the dissolution of the individual ETSB and it's replacement with a JOINT ETSB per an intergovernmental agreement once the consolidation plan is approved by the Statewide 9-1-1 Administrator.

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

Intergovernmental Agreement - The agreement creating the Joint ETSB.

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.O1 grade of Service for cost savings and network efficiency.

This agreement is made between the 9-1-1 Auth Bedford Park Police	nority, and the (Public Safety Agency) the purpose of effective handling and routing of 9-1-1 Emergency
calls.	and purpose or announce remaining management and a second
CALL HANDLING	
(9-1-1 System Name) Mid-South jurisdiction shall dispatch the call in the following	receiving a can for energency services in your
Primary: 911 transfer to Bedford Park PSAP if talk group-identify name, if telephone-identity t	(State Specific Procedures if radio frequency-identity number, selephone number)
Secondary: 708-458-3388 frequency number, if talk group-identify name, if	(State Specific Procedures if radio frequency-identity telephone-identity number)
AID OUTSIDE JURISDICTION BOUNDARIES	
Once an emergency unit is dispatched in respon to the requesting party without regard to whether	se to a request through the system, such unit shall render its service r the unit is operating outside its normal jurisdictional boundaries.
The legislative intent is that 9-1-1 be used for enemergency nature shall be referred to your agen	mergency calls only. Therefore, all calls of an administrative or non- cy's published telephone number.
The PSAP Center agrees to keep all records, participants of the 9-1-1 System.	times, and places of all calls. All records will be available to all
It shall be the responsibility of your agency to ma	intain the report of the call and the disposition of each call received.
All agreements, management, records, and serv	ice will be the responsibility of the 9-1-1 authority.
Mid-South Comm	Bedford Park Police
9-1-1 Authority	Public Safety Agency
By	By Bank Of The
Title Chief of Police	Title Chief of Police

This agreement is made between the 9-1-1 Auti Bedford Park Fire/EMS for	hority, and the (Public Safety Agency) the purpose of effective handling and routing of 9-1-1 Emergency
calls.	and parpoon of encourse management of the part of the
CALL HANDLING	
(9-1-1 System Name) Mid-Sout jurisdiction shall dispatch the call in the following	receiving a call for emergency services in your
Primary: 9-1-1 Transfer Oak La if talk group-identify name, if telephone-identity	awn (State Specific Procedures if radio frequency-identity number, telephone number)
Secondary: 708-636-4400 frequency number, if talk group-identify name, if	(State Specific Procedures if radio frequency-identity
AID OUTSIDE JURISDICTION BOUNDARIES	
Once an emergency unit is dispatched in respon to the requesting party without regard to whethe	se to a request through the system, such unit shall render its service or the unit is operating outside its normal jurisdictional boundaries.
The legislative intent is that 9-1-1 be used for elemergency nature shall be referred to your ager	mergency calls only. Therefore, all calls of an administrative or non- acy's published telephone number.
The PSAP Center agrees to keep all records, participants of the 9-1-1 System.	times, and places of all calls. All records will be available to all
It shall be the responsibility of your agency to ma	aintain the report of the call and the disposition of each call received.
All agreements, management, records, and serv	rice will be the responsibility of the 9-1-1 authority.
Mid-South Comm	Bedford Park Fire/EMS
9-1-1 Authority	Public Safety Agency
By Arthur San	By Charles Control of the Control of
Title Chief of Pulice	Tille Fine Chief

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CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications		•		
This agreement is made between the 9-1-1 A	authority, and the (P	ublic Safety Agen	cy)	
Berwyn Police Department , calls.	ior the purpose of	enective handling	and routing of 9-1-	1 Emergency
CALL HANDLING			•.	· · · ·
(9-1-1 System Name)Mid - South C jurisdiction shall dispatch the call in the follow	omm ETSB ing manner:	_ receiving a cal	for emergency ser	vices in youh.
Primary: 847-911-2942 if talk group-identify name, if telephone-identify	(State Spec y telephone numbe	cific Procedures if r)	radio frequency-ide	ntily number,
Secondary: 708-795-5600 frequency number, if talk group-identify name,	if telephone-identit	e Specific Proce y number)	dures il radio frequ	ency-identity
AID OUTSIDE JURISDICTION BOUNDARIES	6			•
Once an emergency unit is dispatched in respo to the requesting party without regard to wheth	onse to a request the ner the unit is opera	ough the system, ting outside its no	such unit shall rend rmal jurisdictional b	er its service oundaries.
The legislative intent is that 9-1-1 be used for emergency nature shall be referred to your age	emargency calls on	ily Therefore, all	-,	
The PSAP Center agrees to keep all records participants of the 9-1-1 System.	s, times, and place	s of all calls. All	records will be ava	allable to all
It shall be the responsibility of your agency to m	naintain the report o	f the call and the	disposition of each c	all received.
All agreements, management, records, and ser	vice will be the resp	oonsibility of the 9	-1-1 authority.	,
Mid - South Comm ETSB 9-1-1 Authority By James M. Keating J. 1. Reating	Berwyn Police De Public Safety Age)	·
Title CHIEF OF POLICE, LYONS	Title <u>EKAIRA</u> OTTYSYP DORNYP	ENMORE OF PA:LE O	SATATO	Jacop .

This agreement is made between the 9-1-1 Autl Bridgeview Fire for	hority, and the (Public Safety Agency) r the purpose of effective handling and routing of 9-1-1 Emergency
calls.	the purpose of endeate fluituing and leasing of each Entergotion
CALL HANDLING	
(9-1-1 System Name) Mid-South jurisdiction shall dispatch the call in the following	receiving a call for emergency services in your
Primary: 9-1-1 Transfer to Oak Lawn PSAP if talk group-identify name, if telephone-identity t	(State Specific Procedures if radio frequency-identity number, lelephone number)
Secondary: 708-636-4400 frequency number. If talk group-identify name, if	(State Specific Procedures if radio frequency-identity telephone-identity number)
AID OUTSIDE JURISDICTION BOUNDARIES	
	se to a request through the system, such unit shall render its service r the unit is operating outside its normal jurisdictional boundaries.
The legislative intent is that 9-1-1 be used for en emergency nature shall be referred to your agen	mergency calls only. Therefore, all calls of an administrative or non- cy's published telephone number.
The PSAP Center agrees to keep all records, participants of the 9-1-1 System.	times, and places of all calls. All records will be available to all
It shall be the responsibility of your agency to ma	uintain the report of the call and the disposition of each call received.
All agreements, management, records, and serv	ice will be the responsibility of the 9-1-1 authority.
Mid-South Comm	Bridgeview Fire
9-1-1 Authority	Public Safety Agency
3)	By Minned Day
Fitte Chie A Dohe	Title CATEVA FIDER CATE

This agreement is made between the 9-1-1 Authority, and the (Public Safety Agency) Bridgeview Police for the purpose of effective handling and routing of 9-1-1 Emergency	
calls.	
CALL HANDLING	
(9-1-1 System Name) receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:	
Primary: 9-1-1 Transfer to Oak Lawn PSAP (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)	
Secondary:	
AID OUTSIDE JURISDICTION BOUNDARIES	
Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service o 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.	
t 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.	
Mid-South Comm Bridgeview Police	******
Public Safety Agency By XICA/AS ALASA THANK	مستين
itle Chief of Pulse Title Chief of Police	

CALL HANDLING AND CALL HANDLING AND AGREEMENT

For 9-1-1 Emergency C	Communications
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This agreement is made between the 9-1-1 Aut	
	r the purpose, of effective handling and routing of 9-1-1 Emergency
calls.	1.00 mg/s
CALL HANDLING	÷.
(9-1-1- System Name) Mid - South Cor	mm ETSB receiving a call for emergency services in your
jurisdiction shall dispatch the call in the following	
Primary:	(State Specific Procedures if radio frequency-identity number,
if talk group-identify name, if telephone-identity	
	(State Specific Procedures if radio frequency-identity
frequency number, if talk group-identify name, if	telephone-identity number)
AID OUTSIDE JURISDICTION BOUNDARIES	
ALD SO TOUR DOUBLANTES	
Once an emergency unit is dispatched in respon to the requesting party without regard to whethe	ise to a request through the system, such unit shall render its service or the unit is operating outside its normal jurisdictional boundaries.
The legislative intent is that 9-1-1 be used for e emergency nature shall be referred to your ager	mergency calls only. Therefore, all calls of an administrative or non- ncy's published telephone number.
The PSAP Center agrees to keep all records, participants of the 9-1-1 System.	, times, and places of all calls. All records will be available to all
It shall be the responsibility of your agency to ma	aintain the report of the call and the disposition of each call received.
All agreements, management, records, and serv	rice will be the responsibility of the 9-1-1 authority.
Mid - South Comm ETSB	Brookfield Police Department
9-1-1 Authority	Public Safety Agency
By James M. Keating J. (. Keatri	By Am L. Emys
Title CHIEF OF POLICE LYONS	Title chief of Police
·	

This agreement is made between the 9-1-1 Auti	nority, and the (Public Safety Agency) the purpose of effective handling and routing of 9-1-1 Emergency
calls.	the purpose of effective handling and rodding of 5-1-1 Emergency
CALL HANDLING	
(9-1-1 System Name) Mid-Sout jurisdiction shall dispatch the call in the following	receiving a call for emergency services in your
Primary: 9-1-1 Transfer to Oak Lawn PSAP if talk group-identify name, if telephone-identity to	(State Specific Procedures if radio frequency-identity number, telephone number)
Secondary: 708-636-4400 frequency number, if talk group-identify name, if	(State Specific Procedures if radio frequency-identity telephone-identity number)
AID OUTSIDE JURISDICTION BOUNDARIES	
Once an emergency unit is dispatched in respon to the requesting party without regard to whethe	se to a request through the system, such unit shall render its service if the unit is operating outside its normal jurisdictional boundaries.
The legislative intent is that 9-1-1 be used for elemergency nature shall be referred to your ager	mergency calls only. Therefore, all calls of an administrative or non- cy's published telephone number.
The PSAP Center agrees to keep all records, participants of the 9-1-1 System.	times, and places of all calls. All records will be available to all
It shall be the responsibility of your agency to ma	aintain the report of the call and the disposition of each call received.
All agreements, management, records, and serv	rice will be the responsibility of the 9-1-1 authority.
Mid-South Comm	Burbank Police
9-1-1 Authority	Public Safety Agericy
Ву <u></u>	By Dr
Title Chief & Pelico	THE CHIEF OF POLICE

This agreement is made between the 9-1-1 Author	ority, and the (Public Safety Agency) the purpose of effective handling and routing of 9-1-1 Emergency
calls.	
CALL HANDLING	
9-1-1 System Name)	receiving a call for emergency services in your
urisdiction shall dispatch the call in the following	Your Manager of the Control of the C
Primary: 9-1-1 Transfer to Oak Lawn PSAP f talk group-identify name, if telephone-identity to	(State Specific Procedures if radio frequency-identity number, elephone number)
Secondary: 708-636-4400 frequency number, if talk group-identify name, if t	(State Specific Procedures if radio frequency-identity telephone-identity number)
	·
AID OUTSIDE JURISDICTION BOUNDARIES	
Once an emergency unit is dispatched in respons to the requesting party without regard to whether	se to a request through the system, such unit shall render its service rethe unit is operating outside its normal jurisdictional boundaries.
The legislative intent is that 9-1-1 be used for en emergency nature shall be referred to your agen	nergency calls only. Therefore, all calls of an administrative or non- cy's published telephone number.
The PSAP Center agrees to keep all records, participants of the 9-1-1 System.	times, and places of all calls. All records will be available to all
It shall be the responsibility of your agency to ma	intain the report of the call and the disposition of each call received.
All agreements, management, records, and serv	ice will be the responsibility of the 9-1-1 authority.
Mid-South Comm	Burbank Fire/EMS
9-1-1 Authority	Public Salety Agency
By	Ву
Title	Title five Chief

This agreement is made between the 9-1-1 Authority, and the (Public Safety Agency) Burr Ridge Police , for the purpose of effective handling and routing of 9-1-1 Emergency
Calls.
CALL HANDLING
(9-1-1 System Name) Mid-South Comm receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:
Primary: 9-1-1 Transfer to DuComm.PSAP (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)
Secondary: 630-260-7500 (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.
Mid-South Comm Burr Ridge Police
9-1-1 Authority Public Safety Agency
Title chief of Police

For 9-1-1 Emergency Communications
This agreement is made between the 9-1-1 Authority, and the (Public Safety Agency) City of Chicago, OEMC , for the purpose of effective handling and routing of 9-1-1 Emergency calls.
CALL HANDLING
(9-1-1 System Name)Mid - South Comm ETSB receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:
Primary: (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)
Secondary: 312-746-9888 (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.
Mid - South Comm ETSB 9-1-1 Authority By James M. Keating J. Class By Success Succe
TITLE CHIEF OF POLICE LYONS TITLE EXECUTIVE DIRECTOR OFMIC

For 9-1-1 Emergency Communicat	ions
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	This agreement is made between the 9-1-1 Authority, and the (Public Safety Agency) Cook County Sheriff's Police , for the purpose of effective handling and routing of 9-1-1 Emergency
	calls.
	CALL HANDLING
٠	(9-1-1 System Name)Mid - South Comm ETSB receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:
	Primary: 847-911-3222 (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)
	Secondary: (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity number)
	AID OUTSIDE JURISDICTION BOUNDARIES
,	Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.
	The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or 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.
İ	t shall be the responsibility of your agency to maintain the report of the call and the disposition of each call received.
1	All agreements, management, records, and service will be the responsibility of the 9-1-1 authority.
9	Cook County Sheriff's Department Public Safety Agency By James M. Keating J - (. Keath: By ARTH Bennet
T	itle CHIEF OF POLICE, LYONS Title EXECUTIVE DIRECTOR

This agreement is made between the 9-1-1 Au	thority, and the (Public Safety Agency) or the purpose of effective handling and routing of 9-1-1 Emergency
calls.	ine purpose of effective flanding and routing of 9-1-1 Emergency
CALL HANDLING	. "
(9-1-1 System Name) Mid - South Co jurisdiction shall dispatch the call in the followin	mm ETSB receiving a call for emergency services in your g manner:
Primary: 847-911-3187 if talk group-identify name, if telephone-identity	(State Specific Procedures if radio frequency-identity number, telephone number)
Secondary: 708-352-2171 frequency number, if talk group-identify name, i	(State Specific Procedures if radio frequency-identity f telephone-identity number)
AID OUTSIDE JURISDICTION BOUNDARIES	
Once an emergency unit is dispatched in resport to the requesting party without regard to whether	nse to a request through the system, such unit shall render its service or the unit is operating outside its normal jurisdictional boundaries.
The legislative intent is that 9-1-1 be used for e emergency nature shall be referred to your ager	mergency calls only. Therefore, all calls of an administrative or non- ncy's published telephone number.
The PSAP Center agrees to keep all records participants of the 9-1-1 System.	, times, and places of all calls. All records will be available to all
It shall be the responsibility of your agency to ma	aintain the report of the call and the disposition of each call received.
All agreements, management, records, and serv	vice will be the responsibility of the 9-1-1 authority.
Mid - South Comm ETSB	Countryside Police Department
9-1-1 Authority	Public Safety Agency
By James M. Keating J. (. Kut	Ву
Title CHIEF OF POLICE, LYONS	Title Ching of Police

For 9-1-1 Emergency Communications	
This agreement is made between the 9-1-1 Authoromotion Countryside Police, for t	ority, and the (Public Safety Agency) he purpose of effective handling and routing of 9-1-1 Emergency
calls.	
CALL HANDLING	
Mid-South	COMM
(9-1-1 System Name)	receiving a call for emergency services in your
jurisdiction shall dispatch the call in the following	manner:
Drimary 9.1-1 Transfer to SW Central Dispatch PS	AP (State Specific Procedures if radio frequency-identity number,
if talk group-identify name, if telephone-identity te	
in talk group formal flames, is telephone formal, in	,
Secondary: 708-448-6180	(State Specific Procedures if radio frequency-identity
frequency number, if talk group-identify name, if t	elephone-identity number)
AID OUTSIDE JURISDICTION BOUNDARIES	
Once an emergency unit is dispatched in respons to the requesting party without regard to whether	e to a request through the system, such unit shall render its service the unit is operating outside its normal jurisdictional boundaries.
The legislative intent is that 9-1-1 be used for emergency nature shall be referred to your agend	nergency calls only. Therefore, all calls of an administrative or non- by's published telephone number.
The PSAP Center agrees to keep all records, participants of the 9-1-1 System.	times, and places of all calls. All records will be available to al
It shall be the responsibility of your agency to ma	intain the report of the call and the disposition of each call received
All agreements, management, records, and servi	ce will be the responsibility of the 9-1-1 authority.
Mid-South Comm	Countryside Police
9-1-1 Authority	Public Safety Agency
<i></i>	Ly Company

Title Char A poks Title Chief

	For 9-1-1 Emergency Communications	•	
	This agreement is made between the 9-1-1 Au Summit Police Department , for	othority, and the (Public Safety Agency) or the purpose of effective handling and routing of 9-1-1 Emergency	
	calls. DesPlaines Vall		
	CALL HANDLING		
	jurisdiction shall dispatch the call in the following Primary: 847-911-3627	847 - 911 - 3927 (State Specific Procedures If radio frequency-identity number, telephone number) 458 - 2161 (State Specific Procedures If radio frequency-identity	
	AID OUTSIDE JURISDICTION BOUNDARIES		
	Once an emergency unit is dispatched in resport to the requesting party without regard to wheth	nse to a request through the system, such unit shall render its service er 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 participants of the 9-1-1 System.	, times, and places of all calls. All records will be available to all	
	It shall be the responsibility of your agency to ma	aintain the report of the call and the disposition of each call received.	
	All agreements, management, records, and serv	vice will be the responsibility of the 9-1-1 authority.	
	Mid - South Comm ETSB	Summit Police Department	
	9-1-1 Authority By James M. Keating J (- Clasting	By Christer Christer	
•	Title CHIEF OF POLICE, LYONS	Title CHIEF Police.	

For 9	9-1-1	Emergency	Commun	ications
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this agreement to made between the or in radionally and the transfer asset in general	i Uniet, skielius Bitgaskj
Forest View Police Department , for the purpose of effective handling and routing of 9-1-1 Emergency calls.	
Calis.	,
CALL HANDLING	tra nach s
(9-1-1 System Name)Mid - South Comm ETSB receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:	
Primary:	maring Kanggaran
Secondary: 708-788-2135 (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity number)	e e de V
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.	2 mg
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.	Mark State
Mid - South Comm ETSB Forest View Police Department Public Safety Agency	• • •
By James M. Keating J_ (-Keate- By Mark C. MASCIOLA MARK C. MASCIOLA	
Fitle CHIEF OF POLICE, LYONS TITLE VILLAGE ADMINISTRATOR	

This agreement is made between the 9-1-1 Auth Hickory Hills , for calls.	ority, and the (Public Safety Agency) the purpose of effective handling and routing of 9-1-1 Emergency
CALL HANDLING	
(9-1-1 System Name) MLd-Sout jurisdiction shall dispatch the call in the following	h Comm receiving a call for emergency services in your manner:
Primary: Desplaines Valley	(State Specific Procedures if radio frequency-identity number, elephone number)
Secondary: 708-598-1313 frequency number, if talk group-identify name, if	(State Specific Procedures if radio frequency-identity telephone-identity number)
AID OUTSIDE JURISDICTION BOUNDARIES	
Once an emergency unit is dispatched in respons to the requesting party without regard to whether	se to a request through the system, such unit shall render its service the unit is operating outside its normal jurisdictional boundaries.
The legislative intent is that 9-1-1 be used for er emergancy nature shall be referred to your agen	nergency calls only. Therefore, all calls of an administrative or non- cy's published telephone number.
The PSAP Center agrees to keep all records, participants of the 9-1-1 System.	times, and places of all calls. All records will be available to all
it shall be the responsibility of your agency to ma	Intain the report of the call and the disposition of each call received.
All agreements, management, records, and serv	ice will be the responsibility of the 9-1-1 authority.
Mid-South Comm 9-1-1 Authority By	MICKORY HILLS POLICE Public Safety Agency By Wan Voolicka
Title Chief of Pelico	TINO Chef of Police

total transaction		
This agreement is made between the 9-1-1 Authority, and the (Public Safety Agency) Hodgkins Police , for the purpose of effective handling and routing of 9-1-1 Emergency calls.		
CALL HANDLING		
(9-1-1 System Name)Mid-South Columbia	receiving a call for emergency services in your	
Primary:9-1-1 Transfer to Oak Lawn PSAP (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)		
Secondary: 708-636-4400 frequency number, if talk group-identify name, if t	(State Specific Procedures if radio frequency-identity relephone-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.		
Mid-South Comm	Hodgkins Police	
9-1-1 Authority	Public Safely Agercy	
By Jan	By Tyler	
Title Chal A Polis	Title CAST	

CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency	Communications
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This agreement is made between the 9-1-1 Authority, and the (Public Safety Agency)	<u> </u>
Illinois State Police , for the purpose of effective handling and routing of 9-1-1 Emer calls.	gency 3
CALL HANDLING	
(9-1-1 System Name) <u>Mid - South Comm ETSB</u> receiving a call for emergency services in jurisdiction shall dispatch the call in the following manner:	your
Primary: 847-294-4843 (State Specific Procedures if radio frequency-identity nu if talk group-identify name, if telephone-identity telephone number)	mber,
Secondary: 847-294-4444 (State Specific Procedures if radio frequency-id frequency number, if talk group-identify name, if telephone-identity number)	entity
AID OUTSIDE JURISDICTION BOUNDARIES	
Once an emergency unit is dispatched in response to a request through the system, such unit shall render its se to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundar	ervice _. ies.
The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or emergency nature shall be referred to your agency's published telephone number.	non-
The PSAP Center agrees to keep all records, times, and places of all calls. All records will be available participants of the 9-1-1 System.	to all
It shall be the responsibility of your agency to maintain the report of the call and the disposition of each call rece	eived.
All agreements, management, records, and service will be the responsibility of the 9-1-1 authority.	
Mid - South Comm ETSB Illinois State Police	
9-1-1 Authority By James M. Keating 9 (. Keath; By By	
Title CHIEF OF POLICE, LYONS Title BUREDY CHOF	

CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications	
	Authority, and the (Public Safety Agency) for the purpose of effective handling and routing of 9-1-1 Emergence
calls.	to the purpose of encouve flamining wife requiring of a fire Emergence
CALL HANDLING	
(9-1-1 System Name)Mid - South C jurisdiction shall dispatch the call in the follow	Comm ETSB receiving a call for emergency services in you ving manner:
Primary: <u>847-911-3077</u> if talk group-identify name, if telephone-identi	(State Specific Procedures if radio frequency-identity number ity telephone number)
Secondary: 708-447-1234 frequency number, if talk group-identify name	(State Specific Procedures if radio frequency-identity, if telephone-identity number)
AID OUTSIDE JURISDICTION BOUNDARIE	ES
Once an emergency unit is dispatched in resp to the requesting party without regard to whet	conse to a request through the system, such unit shall render its service ther the unit is operating outside its normal jurisdictional boundaries.
The legislative intent is that 9-1-1 be used for emergency nature shall be referred to your ag	er emergency calls only. Therefore, all calls of an administrative or non- gency's published telephone number.
The PSAP Center agrees to keep all record participants of the 9-1-1 System.	ds, times, and places of all calls. All records will be available to all
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 se	service will be the responsibility of the 9-1-1 authority.
Mid - South Comm ETSB	McCook Police Department
9-1-1 Authority	Public Safety Agency

Title CHIEF OF POLICE, LYONS TITLE CHIEF OF POLICE

CALL HANDLING AND CALL HANDLING AND AGREEMENT

For 9-1-1 Emergency Communications

This agreement is made between the 9-1-1 Aut North Riverside Police Department for	hority, and the (Public Safety Agency) r the purpose of effective handling and routing of 9-1-1 Emergency
calls.	· · · · · · · · · · · · · · · · · · ·
CALL HANDLING	
(9-1-1 System Name) Mid - South Corjurisdiction shall dispatch the call in the following	mm ETSB receiving a call for emergency services in your g manner:
Primary: 847-911-3092 if talk group-identify name, if telephone-identity	(State Specific Procedures if radio frequency-identity number, telephone number)
Secondary: 708-447-9191 frequency number, if talk group-identify name, if	(State Specific Procedures if radio frequency-identity telephone-identity number)
AID OUTSIDE JURISDICTION BOUNDARIES	
	se to a request through the system, such unit shall render its service or the unit is operating outside its normal jurisdictional boundaries.
The legislative intent is that 9-1-1 be used for elemergency nature shall be referred to your ager	mergency calls only. Therefore, all calls of an administrative or non- ncy's published telephone number.
The PSAP Center agrees to keep all records, participants of the 9-1-1 System.	times, and places of all calls. All records will be available to all
It shall be the responsibility of your agency to ma	aintain the report of the call and the disposition of each call received.
All agreements, management, records, and serv	rice will be the responsibility of the 9-1-1 authority.
Mid - South Comm ETSB	North Riverside Police Department
9-1-1 Authority	Public Safety Agency
By James M. Keating J. (. Keati	Ву Д
Title CHIEF UF POLICE, LYONS	Title Chief of Polico

CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

This agreement is made between the 9-1-1 Aut	
	r the purpose of effective handling and routing of 9-1-1 Emergency
calls.	
CALL HANDLING	
(9-1-1 System Name) <u>Mid - South Cor</u> jurisdiction shall dispatch the call in the following	mm ETSB receiving a call for emergency services in your g manner:
Primary: <u>847-911-3127</u> if talk group-identify name, if telephone-identity	(State Specific Procedures if radio frequency-identity number, telephone number)
Secondary: 708-447-2127 frequency number, if talk group-identify name, if	(State Specific Procedures if radio frequency-identity telephone-identity number)
AID OUTSIDE JURISDICTION BOUNDARIES	
	nse to a request through the system, such unit shall render its service or the unit is operating outside its normal jurisdictional boundaries.
The legislative intent is that 9-1-1 be used for e emergency nature shall be referred to your ager	mergency calls only. Therefore, all calls of an administrative or non- ncy's published telephone number.
The PSAP Center agrees to keep all records, participants of the 9-1-1 System.	, times, and places of all calls. All records will be available to all
It shall be the responsibility of your agency to ma	aintain the report of the call and the disposition of each call received.
All agreements, management, records, and serv	vice will be the responsibility of the 9-1-1 authority.
Mid - South Comm ETSB	Riverside Police Department
9-1-1 Authority	Public Safety Agency
By James M. Keating J . (. Kenti	By Claminger
Title CHIEF OF POLICE, LYONS	Title Chief of Police, Programme

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) Stickney Police Department , for the purpose of effective handling and routing of 9-1-1 Emergency
calls.
CALL HANDLING
(9-1-1 System Name)Mid - South Comm ETSB receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:
Primary:847-911-3147 (State Specific Procedures if radio frequency-identity number,
if talk group-identify name, if telephone-identity telephone number)
Secondary:
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.
Mid - South Comm ETSB Stickney Police Department
9-1-1 Authority Public Safety Agency
By James M. Keating (. Keating By Jefflully
Title CHIEF OF POLICE, LYONS Title CHUF OF FOLICE VILLAGE OF STICKING
VILLAGE OF STICKING

CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications This agreement is made between the 9-1-1 Authority, and the (Public Safety Agency) , for the purpose of effective handling and routing of 9-1-1 Emergency Tri-State Fire Protection District calls. **CALL HANDLING** Mid-South Comm receiving a call for emergency services in your (9-1-1 System Name) jurisdiction shall dispatch the call in the following manner: (State Specific Procedures if radio frequency-identity number, 9-1-1 Transfer to Tri-State FPD PSAP if talk group-identify name, if telephone-identity telephone number) VHF 151.2725 (State Specific Procedures if radio frequency-identity VHF 153.635 Secondary: frequency number, if talk group-identify name, if telephone-identity number) AID OUTSIDE JURISDICTION BOUNDARIES Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries. The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or nonemergency nature shall be referred to your agency's published telephone number. The PSAP Center agrees to keep all records, times, and places of all calls. All records will be available to all participants of the 9-1-1 System. It shall be the responsibility of your agency to maintain the report of the call and the disposition of each call received. All agreements, management, records, and service will be the responsibility of the 9-1-1 authority. Mid-South Comm Tri-State Fire Protection District Public Safety Agency 9-1-1 Authority chief of Potas

TEST PLAN DESCRIPTION

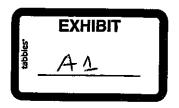
1) Description of test plan (back-up, overflow, failure,	database).
No changes to existing plan.	

List wireline exchanges to be tested.No changes to existing plan.

List of wireless and VoIP Carriers to be tested.No changes to existing plan.

EXHIBITS

- A1 Ordinance to Dissolve ETSB (Lyons)
- A2 Ordinance to Dissolve ETSB (Justice)
- A3 Ordinance to Dissolve ETSB (Willow Springs)
- **B1** Contract (Chicago Communications)
- **B2** Contract (Mercury Systems)
- C Intergovernmental Agreement for Joint ETSB
- **D1** Back-up Agreement (Mutual)
- **D2** Back-up Agreement (Cook County)
- E Network Diagram from AT&T
- F1 Map (Lyons)
- F2 Map (Justice)
- F3 Map (Willow Springs)



THE VILLAGE OF LYONS COOK COUNTY, ILLINOIS

ORDINANCE NO. 06-06-17-04

AN ORDINANCE DISSOLVING THE EMERGENCY TELEPHONE SYSTEM BOARD OF THE VILLAGE OF LYONS AND AUTHORIZING THE VILLAGE OF LYONS TO JOIN MID – SOUTH COMM ETSB VIA AN INTERGOVERNMENTAL AGREEMENT

("ETSB DISSOLVE")

CHRISTOPHER GETTY, President IRMA QUINTERO, Clerk

PATRICIA ALONZI
TERESA ECHEVERRIA
DAN HILKER
PAUL MARCHIORI
GREG RAMIREZ
JAMES VESELSKY
Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Lyons on 06/06/17

ODELSON & STERK, LTD. - Village Attorneys - 3318 West 95th Street - Evergreen Park, Illinois 60805

ORDINANCE NO. 06-06-17-O4

AN ORDINANCE DISSOLVING THE EMERGENCY TELEPHONE SYSTEM BOARD OF THE VILLAGE OF LYONS AND AUTHORIZING THE VILLAGE OF LYONS TO JOIN MID – SOUTH COMM ETSB VIA AN INTERGOVERNMENTAL AGREEMENT

("ETSB DISSOLVE")

WHEREAS, the Village of Lyons (the "Village") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended: and

WHEREAS, the Village has established and operated an Emergency Telephone System Board ("ETSB") pursuant to Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/15.4) as set forth in Title 2 (Boards and Commissions), Chapter 2 (E-911 Board) of the Village Code of the Village of Lyons, as amended (the "Code"); and

WHEREAS, the Village receives statutorily authorized surcharges and the Village's ETSB expends such surcharge funds in accordance with the applicable state laws; and

WHEREAS, Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/15.4), as amended by Public Act 99-006 (effective January 1, 2016), authorizes two or more municipalities that impose a surcharge pursuant to 50 ILCS 750/15.3 to establish by intergovernmental agreement a "Joint Emergency Telephone System Board" ("JETSB"), provided that the local emergency telephone system boards are terminated by ordinances that rescind their establishment, authority and operational functions; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., (the "Act") authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities or undertakings; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to enter into contract to exercise, combine or transfer any power or function not prohibited by law; and

WHEREAS, the Village Board has determined that it is in the best interests of the Village to dissolve the Village's ETSB and to join the Mid – South Comm ETSB which is comprised of member entities of Lyons, Justice, and Willow Springs to further the Village's interests.

- **NOW, THEREFORE, BE IT ORDAINED** by the Mayor and the Board of Trustees of the Village of Lyons, Cook County, Illinois, as follows:
- **SECTION 1:** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.
- SECTION 2: The Village's ESTB is hereby dissolved and Title 2, Chapter 2 of the Village Code is repealed in its entirety and reserved, upon the approval of the Mid South Comm ETSB consolidation plan application by the Statewide 9-1-1 Advisory Board and Illinois State Police, and the Village Mayor, the Village Chief of Police and/or the Village Administrator are authorized to take all steps necessary, including the execution of all documents related to the Village's property dissolution of the Village's ETSB.
- **SECTION 3:** The Village is authorized to join the Mid South Comm ETSB, which is comprised of member entities of Lyons, Justice, and Willow Springs and the Village Mayor and the Village Chief of Police and/or the Village Administrator are authorized to take all steps necessary, including the execution of all documents related to and to facilitate the Village's membership in the Mid South Comm ETSB.
- **SECTION 4:** 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 5:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.
- **SECTION 6:** This ordinance shall be in full force and effect from and after its passage, approval by the Village Board, and publication as provided by law.

("Intentionally left blank")

ADOPTED this 6^{th} day of June, 2017, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT
Alonzi	×	:		
Echeverria	×			
Hilker	×		For the Hardington of the Control of	
Marchiori	The state of the s	s. 4	×	
Ramirez	Κ			
Veselsky	X	e erece and action and action as well explained as		
(President Getty)				
TOTAL	5	0	1	0

APPROVED by the President on June 6, 2017.

Christopher Getty Village President

ATTEST:

Irma Quintero Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION

I, IRMA QUINTERO, DO HEREBY CERTIFY that I am the duly qualified and appointed Clerk of the Village of Lyons, Cook County, Illinois, and that as such Clerk, I do have charge of and custody of the books and records of the Village of Lyons, Cook County, Illinois.

I DO HEREBY FURTHER CERTIFY that the foregoing is a full, true and correct copy of Ordinance No. 06-06-17-O4, "AN ORDINANCE DISSOLVING THE EMERGENCY TELEPHONE SYSTEM BOARD OF THE VILLAGE OF LYONS AND AUTHORIZING THE VILLAGE OF LYONS TO JOIN MID – SOUTH COMM ETSB VIA AN INTERGOVERNMENTAL AGREEMENT" adopted and approved by the President and Board of Trustees of the Village of Lyons, Illinois on June 6, 2017.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the Village of Lyons, Cook County, Illinois this 6th day of June, 2017.

Irma Quintero Village Clerk

Village of Lyons

Cook County, Illinois

	EXHIBIT	1
tabbies*	A2	ł
		J

ORDINANCE NO. 2016 -

AN ORDINANCE SUSPENDING THE OPERATIONS OF THE VILLAGE OF JUSTICE EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS, the Village of Justice ("Justice") established the Justice Emergency Telephone System Board ("Justice ETSB") on May 28, 1991 through the adoption of Ordinance No. 1991-6; and

WHEREAS, the Justice ETSB exercises all statutory powers in conjunction with the operation of the Justice 9-1-1 emergency telephone system as authorized under the Emergency Telephone System Act (50 ILCS 750/1, et. seq.) and all other relevant Illinois statutes; and

WHEREAS, the Village Board of Justice approved an intergovernmental agreement establishing the Central Justice Consolidated Dispatch 9-1-1 System ("IGA"); which joined the Justice communications system with the Villages of Willow Springs, East Hazelcrest, Thornton and Lynwood, for the purpose of providing facilities, equipment, personnel, software, data processing and all other services necessary or incidental to the provision of emergency and/or municipal dispatch and communication services to its members; and,

WHEREAS, the IGA established the Central Justice Consolidated Dispatch 9-1-1 System in conformity with Section 15.4 of the Illinois Emergency Telephone Act and outlines and defines the duties and powers of the joint board in compliance with the Illinois Emergency Telephone Act and the Wireless Emergency Telephone Safety Act; and

WHEREAS, upon the Justice ETSB joining the Central Justice Consolidated Dispatch 9-1-1 System and becoming operational and providing enhanced 9-1-1 and emergency, fire and police dispatching services to its members, the IGA provides that all surcharge funds received pursuant to Section 15.3 of the Emergency Telephone System Act and pursuant to Section 17 of the Wireless Emergency Telephone Safety Act shall be transferred to the Central Justice Consolidated Dispatch 9-1-1 System to be used specifically for paying any financial obligations incurred by the members of the Central Justice Consolidated Dispatch 9-1-1 System; and

WHEREAS, upon the Villages of Justice, Willow Springs, East Hazelcrest, Thornton, Lynwood joining the Central Justice Consolidated Dispatch 9-1-1 System and becoming operational and providing enhanced 9-1-1 and emergency fire and police dispatching services to its members, and upon the approval of the Illinois Statewide 9-1-1 Administrator as evidenced by an order of the Statewide 9-1-1 Administrator, the Illinois Emergency Telephone Act and the Wireless Emergency Telephone Safety Act provides the future 9-1-1 surcharge funds collected thereafter in compliance with Justice ETSB approved surcharge referendum and the laws of the

State of Illinois shall be deposited with the Central Justice Consolidated Dispatch 9-1-1 System; and

WHEREAS, upon the Justice ETSB communication's system becoming jointly operational as the Central Justice Consolidated Dispatch 9-1-1 System upon approval by the Statewide 9-1-1 Administrator or by June 30, 2017, whichever is earlier, the Justice ETSB shall suspend its operations; and

WHEREAS, Justice ETSB shall not subsequently operate as an emergency telephone system board unless and until it terminates its membership in the Central Justice Consolidated Dispatch 9-1-1 System and receives approval of the Illinois Statewide 9-1-1 Administrator as evidenced by an order of the Administrator to once again operate as an emergency telephone system board and receive surcharge funds collected pursuant to the laws of the State of Illinois.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Justice, County of Cook and State of Illinois as follows:

Section 1

The foregoing recitals are a material part of this Ordinance and incorporated herein as if they were fully set forth in this section.

Section 2

The Justice ETSB shall suspend its operations as of the date the Illinois Statewide 9-1-1 Administrator permits it to operate with the Central Justice Consolidated Dispatch 9-1-1 System as a joint emergency telephone system for its members or by June 30, 2017, whichever is earlier. The Justice ETSB shall not again operate as an emergency telephone system board and receive surcharge funds collected pursuant to the laws of the State of Illinois unless and until it terminates its membership in the Central Justice Consolidated Dispatch 9-1-1 System and receives approval to operate as a municipal emergency telephone system board from the State of Illinois.

Section 3

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 4

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

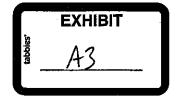
Section 5

This ordinance was passed and deposited in the office of the Village Clerk of the Village of Justice this 14th day of November, 2016.

KUBAN:	<u>Jes</u>	SMALL:	<u> Yes</u>
OSZAKIEWSKI:	Yes	SPARR:	Yes
RUSCH:	<u> </u>	SYMONDS:	Yes
		KATHLEEN M.	SVOBODA, Village Clerk

APPROVED by me the 14th day of November, 2016.

By: 4 my algo



THE VILLAGE OF WILLOW SPRINGS COOK COUNTY, ILLINOIS

ORDINANCE NUMBER 2017-O-19

AN ORDINANCE DISSOLVING THE EMERGENCY TELEPHONE SYSTEM BOARD OF THE VILLAGE OF WILLOW SPRINGS AND AUTHORIZING THE VILLAGE OF WILLOW SPRINGS TO JOIN MID – SOUTH COMM ETSB VIA AN INTERGOVERNMENTAL AGREEMENT FOR THE PURPOSE OF TRANSITIONING VILLAGE EMERGENCY DISPATCH SERVICES TO THE VILLAGE OF JUSTICE

(ETSB DISSOLVE)

ALAN NOWACZYK, Mayor

ADENA BASKOVICH, Village Clerk

GEORGE BARTIK

MARIO IMBARRATO

ANNETTE KAPTUR

KEVIN J. MALONEY

KATHRYN STANPHILL

JERRY STRAZZANTE

Trustees

Published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of Willow Springs on 04/27/17. ODELSON & STERK, LTD. - Village Attorneys - 3318 West 95th Street - Evergreen Park, Illinois 60805

ORDINANCE NO. 2017-0-19

AN ORDINANCE DISSOLVING THE EMERGENCY TELEPHONE SYSTEM BOARD
OF THE VILLAGE OF WILLOW SPRINGS AND AUTHORIZING THE VILLAGE OF
WILLOW SPRINGS TO JOIN MID – SOUTH COMM ETSB VIA AN
INTERGOVERNMENTAL AGREEMENT FOR THE PURPOSE OF TRANSITIONING
VILLAGE EMERGENCY DISPATCH SERVICES TO THE VILLAGE OF JUSTICE

WHEREAS, the Village of Willow Springs (the "Village") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the Village has established and operated an Emergency Telephone System Board ("ETSB") pursuant to Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/15.4) as set forth in Title 3 (Boards and Commissions), Chapter 5 (Emergency Telephone System Board) of the Village Code of 2015, as amended (the "Code"); and

WHEREAS, the Village receives statutorily authorized surcharges and the Village's ETSB expends such surcharge funds in accordance with the applicable state laws; and

WHEREAS, Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/15.4), as amended by Public Act 99-006 (effective January 1, 2016), authorizes two or more municipalities that impose a surcharge pursuant to 50 ILCS 750/15.3 to establish by intergovernmental agreement a "Joint Emergency Telephone System Board" ("JETSB"), provided that the local emergency telephone system boards are terminated by ordinances that rescind their establishment, authority and operational functions; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., (the "Act") authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities or undertakings; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to enter into contract to exercise, combine or transfer any power or function not prohibited by law; and

WHEREAS, the Village Board has determined that it is in the best interests of the Village to dissolve the Village's ETSB and to join the Mid – South Comm ETSB which is comprised of member entities of Lyons, Justice, and Willow Springs to further the Village's interests in transitioning of its emergency dispatch services to Justice.

- **NOW, THEREFORE, BE IT ORDAINED** by the Mayor and the Board of Trustees of the Village of Willow Springs, Cook County, Illinois, as follows:
- **SECTION 1:** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.
- SECTION 2: The Village's ESTB is hereby dissolved and Title 3, Chapter 5 of the Village Code is repealed in its entirety and reserved, upon the approval of the Mid South Comm ETSB consolidation plan application by the Statewide 9-1-1 Advisory Board and Illinois State Police, and the Village Mayor, the Village Chief of Police and/or the Village Administrator are authorized to take all steps necessary, including the execution of all documents related to the Village's property dissolution of the Village's ETSB.
- <u>SECTION 3:</u> The Village is authorized to join the Mid South Comm ETSB, which is comprised of member entities of Lyons, Justice, and Willow Springs to enable the Village's transition of its emergency dispatch services to Justice and the Village Mayor and the Village Chief of Police and/or the Village Administrator are authorized to take all steps necessary, including the execution of all documents related to the Village's transition of its emergency dispatch services to Justice and to facilitate the Village's membership in the Mid South Comm ETSB.
- **SECTION 4:** 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 5:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.
- **SECTION 6:** This ordinance shall be in full force and effect from and after its passage, approval by the Village Board, and publication as provided by law.

("Intentionally left blank")

ADOPTED this 27th day of April, 2017, pursuant to a roll call vote as follows:

	PRESENT	ABSENT	AYE	NAY	ABSTAIN
Bartik			V		
Imbarrato			V		
Kaptur		$\sqrt{}$			<u> </u>
Maloney	V		V		
Stanphill	V		_ V		
Strazzante			V		
(Mayor Nowaczyk)					
TOTAL	6	1	5	6	-0

APPROVED this 27th day of April, 2017.

Alan Nowaczyk, Village Mayo

ATTEST:

Adena Baskovich, Village Clerk

adena Bashovich

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION

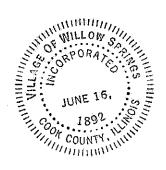
I, Adena Baskovich, DO HEREBY CERTIFY that I am the duly qualified and appointed Clerk of the Village of Willow Springs, Cook County, Illinois, and that as such Clerk I do have charge of and custody of the books and records of the Village of Willow Springs, Cook County, Illinois.

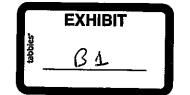
I DO HEREBY FURTHER CERTIFY that the foregoing is a full, true and correct copy of ORDINANCE No. 2017-O-19"An Ordinance Dissolving The Emergency Telephone System Board Of The Village Of Willow Springs And Authorizing The Village Of Willow Springs To Join Mid – South Comm ETSB Via An Intergovernmental Agreement For The Purpose Of Transitioning Village Emergency Dispatch Services To The Village Of Justice" adopted and approved by the Mayor and Board of Trustees of the Village of Willow Springs, Illinois, on April 27, 2017.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the Village of Willow Springs, Cook County, Illinois this 27th day of April, 2017.

Adena Baskovich, Village Clerk

Village of Willow Springs, Cook County, Illinois







SERVICE AGREEMENT FOR SERVICE CALL: 1-800-833-1968

200 Spangler Ave. Elmhurst, IL 60126-1524 Phone: 630-832-3311

Fax: 630-832-7599 Web site...www.chicomm.com Date: May 4, 2017

Customer Number:

SA Number:

120731 4119-05

Village of Lyons/Lyons Police Equipment

Date Service Begins:

July 1, 2017

4200 Lawndale Avenue

Date Service Ends:

June 30, 2018 (1 yr)

Payment Cycle:

Annual (in advance)

Lyons, IL 60534

Attn: Michael Groberski -Communications Supervisor

Purchase Order Number:

0 23

Tele: 708-442-4404

General Number: 708 447-1225 Ext 1

Company & Contact Information:

Email Address:

General Nu	umber: 708 447-1225 Ext 1	Email Address:		
No. Units	Description	Place of Service		ANNUAL
			Per month	Total
3 position	MCC5500 Radio Console Normal Repairs & Field Upgrades M-F 8-4:30 as supplied by Manufacturer No advanced Board Replacement, or ancillary equipment such as gooseneck mics, jacks and etc	24/7 Field Service	\$345.00	\$4140.00
l ea	MC2500 – Multi-Channel Deskset for SIP phone (For base station control w/paging, MDC, Patch & Multi-select) Motorola Depot repair only	<u>M-F 8-4:30PM</u>	\$45.00	\$540.00
l ea	Cassidian/Plant SIP Phone (Located in Dispatch Room Bathroom Facility) – No software support from Airbus 1st echelon only-LABOR ONLY	M-F 8-4:30PM	\$20.00	\$240.00
positions	SITE NUMBER: 107289			\$21,398.00
	Cassidian VOIP Patriot 9-1-1 Equipment Includes: Patriot 3.0 software support (3 licenses) Patriot Dual IRR software support Patriot Stats Software support Software Support Peripherals & Gateways	24 hrs/7 days a week	·	
	Monitoring and response server support Monitoring and response workstation support Monitoring and response IP Dev support			
	Chicago Communications Field version upgrades or bug fixes provided one time a year if required M-F 8-4:30 PM only			
	Monitors supplied by customer			
	Note: Manufacturer warranty on Hardware, such as Servers and Workstations is out of 3 yr warranty. If a unit is not repairable and Chicomm requires sending it into the manufacturer for repair, any costs related to that repair will be passed on to the customer.			

\$26,318.00 1 year total:

Service: The Services performed under this Agreement will fall under one of, or combination of service levels described below.

Maintenance: Unless otherwise stated herein, this Agreement is for the repair of the equipment described above ("Equipment") and includes all parts (component and board level) and labor for the repair ("Service") due to normal wear and tear failures. Either party may request changes within the general scope of this agreement. If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Chicago Communications LLC will agree to an equitable adjustment in the contract price or performance schedule, or both. Chicago Communications LLC is not obligated to comply with requested changes unless and until both parties execute a written change order. Should work be performed outside the scope of this agreement it will be billed at our standard Time & Material rates. Any replacement parts shall be made by the original manufacturer of the equipment, or be of equal or better quality.

Warranties: The Services performed under this Agreement shall be subject to the limited warranty set forth in Section 7 of the attached Terms and Conditions.

Exclusions and Limitations: The Services performed under this Agreement shall be subject to the exclusions and limitations set forth below and in Section 3 of the attached Terms and Conditions: (i) First Echelon Maintenance: Covers only the labor to support the Equipment specifically defined in this Agreement; (ii) Dispatch Consoles: This Agreement only covers the radio controlling portion of the dispatch console. Headsets, gooseneck mics, footswitches and ancillary devices such as call checks, alarm boards, telephones, recorders, printers, monitors and CCTV are not covered under this Agreement; (iii) Software: Correction of software problems, installation of software upgrades and software programming services are not covered by this Agreement unless specifically indicated; (iv) Telephone Line Problems: This Agreement covers the initial phone line problem diagnosis. Any additional services performed by CHICOMM as a result of, or in connection with, the faulty line or circuit will be subject to an additional charge; (v) Interference: This Agreement covers the initial interference diagnosis. Any additional services performed by CHICOMM as a result of, or in connection with, the interference issue(s) will be subject to an additional charge; (vi) Irreparable Equipment: In the event any piece of equipment cannot be repaired, due to replacement parts no longer being manufactured or other specific reasons, CHICOMM will prepare a written explanation of the condition of the equipment and a recommended method of corrective action to be taken.

This Agreement contains further terms and conditions which are stated on the attached or reverse side of this page.

Village of Lyons/Lyons 911 Cen	ite
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By: Company Representative

Title: CHIEF OF POLICE
Date: O5-23-2017

Chicago Communications, LLC

Maintenance Contract Director

Service Agreement Terms and Conditions

- THE SERVICE AGREEMENT. This Agreement between Chicago Communications, an Illinois Limited Liability Company (hereinafter referred to as "CHICOMM"), and the
 company named on the face side hereof (hereinafter referred to as the "Customer") is the subject to the following terms and conditions, and to those appearing on the face hereof;
 provided, however, that any terms and conditions inserted on the face side hereof shall be controlling in the event of any conflict thereof with the terms and conditions set forth
 herein.
- 2. SERVICE DEFINED A. CHICOMM agrees to provide Services for the Equipment as specified in the Attachments and in accordance with the following standards: (i) Manufacturer parts or parts of equal quality that are new or are warranted as "like new" will be used; (ii) the Equipment will be Serviced at levels set forth in manufacturer's product manuals; and (iii) routine service procedures that are prescribed from time to time by manufacturer for its products will be followed. B. All communication equipment purchased by Customer from CHICOMM ("Additional Equipment") that is part of the same communications system or of similar type as the Equipment covered under this Agreement will be automatically added to this Agreement and will be billed at the applicable rates after the warranty period has expired. CHICOMM may also provide additional services "Above-Contract Services") at Customer's request that will be billed at CHICOMM's then applicable service rates. C. All Equipment must be in working order on the Start Date of the Agreement or at the time the Equipment is added to the Agreement. Customer must provide a complete serial number and model number list either prior to the Start Date or prior to the time that the Equipment is added to the Agreement and must indicate in the Attachments any Equipment that is labeled intrinsically safe for use in hazardous environments. D. Customer must immediately notify CHICOMM in writing when any Equipment cannot, in CHICOMM's opinion, be properly or economically serviced for any reason including excessive wear, unavailability of parts, the state of technology, or the practical feasibility of the scope of Services as specified in the Attachments or CHICOMM Statement of Work, CHICOMM may: (1) modify the scope of Services related to such Equipment; (2) remove such Equipment from Agreement; or (3) increase the price to Service such Equipment. F. Customer must notify CHICOMM or CHICOMM's Subcontractor immediately of any Equipment CHICOMM will respond to Customer's notification in a m
- 3. EXCLUDED SERVICES A. Service does not include the repair or replacement of Equipment that has been improperly installed or has become defective or damaged due to physical or chemical misuse or abuse from causes such as lightning, power surges, or liquids. B. Unless specifically included in the Attachments, Service does not include repair or maintenance of any transmission line, antenna, tower or tower lighting, duplexer, combiner, multicoupler, or battery backup batteries. CHICOMM has no obligation or responsibility for any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium. C. Unless specifically included in the Attachments, Service of Equipment does not include items that are consumed in the course of normal operation of the Equipment, such as, but not limited to, batteries, magnetic tapes, and computer supplies. D. Service does not include upgrading or reprogramming of Equipment, accessories, belt clips, or battery chargers; custom or Special Products; modified units; or software. E. Service does not include certification programs, software support, reprogramming, or modification to Equipment.
- 4. SOFTWARE. For the purpose of this agreement, the term "Software" means: (i) software or firmware embedded in Products; (ii) free-standing software, provided by Seller to Customer that runs on or is associated with the Product. Any software owned by a third party ("Non-Chicago Communications LLC Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense such software. Seller makes no representations or warranties of any kind regarding such Software. Chicago Communications is notified periodically by manufacturers of software / firmware updates in the form of a Service Bulletin. These updates typically full under one of the two following categories: 1) Repairs to KNOWN software related issues; 2) Software enhancements providing ADDITIONAL features. Any upgrade that provides a fix for a known and documented issue will fall under Chicago Communications LLC responsibility of this agreement. Any other upgrade will be considered outside the scope of this agreement and will be billed on a time and material basis at CHICOMM's then effective hourly rates. Both parties must agree on the course of action and the Customer must provide a Notice to proceed prior to any action being taken. Unless specifically included in the Attachments Service of Equipment does not include the data extraction, recreation, reproduction of templates or rebuilding of servers that have not been properly backed up.
- 5. TIME AND PLACE OF SERVICE WORK. Service will be provided at the location specified in the Attachments. When CHICOMM performs Service at the Equipment's location, Customer agrees to provide CHICOMM, at no charge, a non-hazardous environment for work with shelter, heat, light, and power and with full and free access to the Equipment. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing that enable CHICOMM to perform its obligations under this Agreement. Unless otherwise specified on the face side hereof, the hours of Service will be between the hours of 8:30a.m. To 4:30p.m., excluding weekends and holidays.
- 6. PAYMENT. Unless alternative payment terms are stated in this Agreement, CHICOMM will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each within twenty (20) days of the invoice date. Each invoice shall be due and payable whether or not the Equipment is operating. At the election of CHICOMM and upon notification to the customer, CHICOMM may terminate this Agreement if the Customer defaults in any payment to CHICOMM.
- 7. WARRANTY, CHICOMM warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days beyond the expiration or termination of this Agreement. Customer's sole remedies are to require CHICOMM to re-perform the affected Service or to refund, on a pro-rata basis, the Service fee paid for the affected Service. CHICOMM DISCLAIMS ALL OTHER EXPRESSED OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 8. DEFAULT / TERMINATION.

 A. Customer agrees to provide CHICOMM written notice of any default of this Service Agreement to state the nature of the default. Noncompliance with regulatory laws or disadvantaged business entity requirements may not be cause for default. If CHICOMM does not cure the default within sixty (60) days, Customer may terminate that portion of the Service Agreement that is in default by giving CHICOMM thirty (30) days prior written notice. B. Any dispute will be resolved by mutual agreement. C. Neither party is liable for its non-performance or delayed performance if caused by an event, circumstance, acts of God or act of a third party that is beyond a party's reasonable control (a "Force Majeure").
- 9. LIMITATION OF LIABILITY. Except for personal injury, death or property damage, CHICOMM's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. CHICOMM WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY CHICOMM PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.
- 10. FCC COMPLIANCE. Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission ("FCC") or any other federal, state, or local government agency and for complying with all rules and regulations required by such agencies. If requested, CHICOMM can provide the Customer with forms, advice, and technical assistance, including frequency, modulation and power measurements, to aid the Customer in meeting these requirements.
- 11. RIGHT TO SUBCONTRACT. CHICOMM shall have the right to subcontract in whole or in part any of the work covered by this Agreement.
- 12. NON-SOLICITATION. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of CHICOMM or its subcontractors without the prior written authorization of CHICOMM. This provision applies only to those employees of CHICOMM or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.
- ASSIGNMENT. Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.
- 14. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and can only be modified or amended by a writing signed by a manager or officer of CHICOMM and an authorized agent of the Customer. If the Customer's purchase order is incorporated into this Agreement, any conflict between the terms and conditions contained in the Customer's purchase order and this Agreement shall be controlled by the terms and conditions of this Agreement.
- 15. GENERAL TERMS. A. If any court renders any portion of this Service Agreement unenforceable, the remaining terms will continue in full force and effect. B. THIS SERVICE AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES WILL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS. C. Failure to exercise any right will not operate as a waiver of that right, power, or privilege. D. The Service Agreement will begin on the Start Date specified in the Attachments. This Service Agreement will renew, for an additional one year term, on every anniversary of the Start Date unless either party notifies the other of its intention to discontinue the Agreement within thirty (30) days of that anniversary date. At the anniversary date, CHICOMM may adjust the price of the Services to reflect its current rates. B. If the agreement entered into with ChiComm by Customer is a multi-year contract, early cancellation may be done, in writing, at least (30) days in advance of contract's anniversary date. Early cancellation will be charged a fee of (10%) of the remaining term of the agreement payable immediately upon notice of said contract. F. If CHICOMM provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at CHICOMM's then effective hourly rates.



	EXHIBIT	
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24/7 MAINTENANCE AGREEMENT

TERMS AND CONDITIONS

This Service Agreement ("Agreement") is made between at 123 Ambassador Drive, Naperville, Illinois 60540, ott	en MERC herwise fo	OURY SYS	STEN Dose	AS CORPOR	RATION, an ement know	Illinois corpora n as ("Mercury'	ition, w	vith corporate off	ices Located
Justice Police Department	_of	7800	S.	Archer	Avenue	Justice,	II.	60458	
otherwise for the purpose of this agreement known as t						· // · · · · · · · · · · · · · · · · ·	~: ·····	dana ay afil can chamada	Komer is

1, SERVICES

- (a) Pursuant to the terms and conditions of this Agreement, Mercury shall provide the Customer during the term of this Agreement and with respect to the Equipment described in Schedule A, System Equipment Summary, the services summarized as follows:
 - (i) Remedial maintenance services upon request by the Customer in order to restore malfunctioning operating component parts of the System Equipment to proper working order.
 - (ii) Priority response to Customer request for remedial maintenance and/or service work over other types of MERCURY service arrangements.
 - (iii) Continued User training assistance.
 - (iv) Continued consultation on Equipment requirements.
- (b) Mercury's remedial maintenance response objectives are as follows:

Major Malfunction

(I) With respect to a Major Malfunction of the Customer's Equipment (defined as no system-wide incoming or outgoing communications service, no internal station to station service or no operator to station service. loss of greater than 30% of line, trunk, channel or operator position units within the Customer's system), Mercury's policy is to respond on a 24 hour per day 7 days per week basis, 365 days per year for an annual prepaid agreement, including Mercury holidays. Initial response will be by telephone within one (1) hour from the time Mercury's service center first, receives the Customers request for Remedial Service. Mercury's technician may connect to the system, (if the system is so equipped), to perform remote diagnostic and repair procedures and if necessary, Mercury's technician will respond in person to the Customer's premises within four (4) hours and will complete repairs as soon as reasonably practicable. Mercury recommends that the Customer own critical spare equipment.

Minor Malfunction

(ii) With respect to a Minor Malfunction (any malfunction other than a Major Malfunction) of the Customer's Equipment, Mercury's policy is to respond to the Customer premises between the normal working hours of 8:30 A.M. and 4:30 P.M., Monday through Friday, excluding Mercury holidays on the same day or next normal Mercury workday from the time Mercury first receives the Customer's request for Remedial Maintenance and will complete such repairs as soon as reasonably practicable. Routine remedial maintenance that qualifies as a Minor malfunction that is requested by the Customer after normal working hours will be billed to the Customer at the prevailing overtime hourly rate at a minimum four (4) hours service charge. Mercury recommends that the Customer owns critical spare equipment.

Preventive Maintenance

- (iii) In order to promote optimum performance, Mercury may elect at its option to perform periodic preventive maintenance on the system equipment.
- (c) Mercury's responsibility with respect to the Maintenance Services provided under this agreement shall be limited to the electronic Equipment and Software listed on the attached "Schedule A". Should the electronic Equipment be interconnected with another system or telecommunications network that is owned, leased, rented or borrowed by the Customer, from a public utility, private company or governmental entity, Mercury's service responsibility under this agreement will be limited to the electronic Equipment listed on "Schedule A". Mercury shall not be held responsible nor shall it be expected to troubleshoot or repair any interconnected system or telecommunications network. During the process of troubleshooting a system problem, should a suspected trouble with the Customer's interconnected system or telecommunications network be detected by Mercury's technician will advise the person office or department designated by the Customer within one hour of the time of detection.
- (d) Some or all of the electronic Equipment or software listed on "Schedule A" may be manufacturer proprietary in nature. Repair of this Equipment or Software under this agreement shall be limited to the availability of original manufacturer software; replacement parts and manufacturer service support. Should any of the proprietary electronic equipment or software protected by this maintenance agreement become unserviceable, the Customer agrees to replace such Equipment or software at the Customer's expense in order to maintain the systems equipment complement. In the event that Equipment or Software replacement becomes necessary, Mercury will assist the Customer in selecting new replacement equipment or software. The source of the replacement equipment or software shall be agreed upon by the Customer and approved by Mercury in writing prior to equipment replacement. Equipment of concern includes but is not limited to Computers. Servers, Video Monitors and Data Displays.

- (e) Mercury shall provide Updates to the original versions of the operating system and application software that was supplied by Mercury with the original system at no additional cost to the Customer. With regard to application software, "Updates" shall mean revised versions of the Software that may include error corrections, patches and other enhancements that are recommended by the manufacturer of the application software. With regard to operating system software, "Updated" shall mean revised versions of the operating system Software that may include error corrections, patches and other enhancements that are recommended by the manufacturer of the application software. Updates shall not include any new releases that contain new or different functionality. Software updates shall be performed during normal Mercury business hours by Mercury technical personnel.
- (f) The Customer shall allow employees of Mercury access to premises and facilities where the Equipment is to be maintained at all hours consistent with the requirements of this Agreement.
- (g) Any maintenance or service work performed on the Equipment by others during the period of this Agreement without written consent of Mercury, may cause this Agreement to become null and void.
- (h) Maintenance does not include any services necessitated by, or of the type described in, any of the following:
 - (i) Labor and material costs of additions, changes, relocations and removals; operating supplies and accessories; specification or engineering changes.
 - (ii) Labor and material costs for replacement of consumable items or component parts subject to normal wear and tear as a result of use which do not affect the operational condition of the Equipment including but not limited to batteries, paper, printer ribbons, ink cartridges, handsets, handset cords, keyboards, computer mice and weather exposed outdoor devices.
 - (iii) Negligent, willful or intentional acts of Customer.
 - (iv) Accident, casualty, neglect, misuse or any cause other than normal use in the manner intended by the parties as described in the Equipment specifications;
 - (v) An act or event occurring external to the Equipment which causes, either directly or indirectly, a failure or malfunction in the Equipment, including without ilmitation, failures or malfunctions of the cable, trunk, toll lines, or other equipment connecting the Equipment to the telecommunications voice or data network or abnormal power fluctuations or failures which adversely affect the Equipment;
 - (vi) Repair or maintenance or increase in normal service time resulting from Customer's failure to provide a suitable Equipment environment as required in the Equipment specification or any other failure of the Customer to fully perform its responsibilities under this Agreement;
 - (vii) Any other acts or events which may adversely affect the performance of the Equipment, occasioned by acts of the Customer or any third party, or the use by the Customer or any third party of the Equipment in combination with any apparatus, device, system or software not supplied, or approved as to such combined use by Mercury, or the use by Customer of any Item of the Equipment or Software in a manner not intended by the Equipment manufacturer/s, Lessor of the equipment, or as specified by Mercury.

2. TERM AND PAYMENT

- (a) The term of this Agreement shall commence as of the date set forth on the signature page and will only cover a period of one year, unless a period other than one year is expressly stipulated in the space provided on the signature page hereof.
- (b) Client shall pay Mercury the annual maintenance fee (the "Maintenance Fee") annually in advance. Payments due from the Customer to Mercury hereunder shall be made within thirty (30) days from date of Mercury's invoice therefore. In the event payment is not made within thirty (30) days, Mercury shall not be obligated to perform pursuant to this Agreement. Mercury reserves the right to change the Maintenance Fee from time to time upon 60 days written notice, which change shall become effective upon the next Benewal Term.
- (c) This Agreement shall terminate in the event that Customer makes an assignment for the benefit of creditors, or a voluntary or involuntary petition is filled by or against Customer under any law having for its purpose the adjudication of Customer a bankrupt or the reorganization of the Customer, or may be cancelled by Mercury without notice should Customer default in any payments due Mercury as herein provided.
- (d) These terms and conditions shall be in effect for a one year term, and shall renew automatically for successive one year terms, (a "Renewal Term") unless either party provides the other with written notice of its Intention not to renew at least 30 days prior to the next renewal date. Without prejudice to its other rights, Mercury may terminate support and maintenance services in the event that Customer falls to pay the applicable Maintenance Fee.

3. TAXES

The Maintenance Services rate(s) or any other charges incurred by Customer under this Agreement do not include any federal, state or local privilege, use, sales or excise taxes paid or payable by either Mercury or Customer with respect to this Agreement or any of the services performed or materials, equipment or other items provided by Mercury or Customer, except for taxes based on Mercury's net income or capital stock, which shall be borne by Mercury:

4. LIMITATION OF LIABILITY

The Customer agrees that neither Mercury nor its subcontractor shall be liable for any loss or damage to the Equipment or other property or injury or death to the Customer's agents, employees, or customers arising in connection with the Maintenance or other services provided by Mercury or its subcontractor under this Agreement unless such loss injury, death or damage results solely from the negligence or willful misconduct of Mercury's officers, employees or agents or those of Mercury's subcontractor.

IN NO EVENT SHALL MERCURY OR ITS SUB-CONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION ANY LOSS BY CUSTOMER OF BUSINESS, REVENUES OR GOODWILL), ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT OR ANY SERVICES PERFORMED OR MATERIALS PROVIDED INCIDENTAL THERETO.

3. ASSIGNMENT

Mercury may assign, subcontract, transfer or otherwise dispose of, in whole or in part, any of its interests, rights or obligations under this agreement including, without limitation. Mercury's obligation to provide Maintenance Services, provided that, Mercury first gives prior written notice thereof to the Customer and with prior written consent of the Customer. Any subcontractor performing Maintenance Services or other services hereunder will be subject to the same terms and conditions as are set forth herein. Customer shall not assign or subcontract any part or all of its interests hereunder except upon the prior written consent of Mercury, which consent shall not be unreasonably withheld, and any attempted assignment or subcontracting without Mercury's prior written consent shall be null and void.

6. OTHER SERVICES

It is understood that the annual charge herein set forth covers only the Maintenance Services for the Equipment described on "Schedule A". If additional equipment is installed by the Customer for the cost of the Maintenance Services based upon Mercury's then current rates for its servicing of the additional equipment. If repair, replacement or services other than Maintenance Services are provided for any Equipment, the Customer agrees to pay Mercury for the materials installed and labor performed based upon Mercury's then current rates for such services and materials.

7. ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the Customer and Mercury for Maintenance or other services, irrespective of inconsistent or additional terms or conditions in Customer's purchase orders or other documents submitted by the Customer to Mercury.

8. STATUS OF MERCURY

It is understood and agreed that Mercury is neither the agent or employee of the manufacturer of the Equipment or any Lessor thereof, and unless expressly set forth herein. Mercury does not assume responsibility for the obligations of said manufacturer or any Lessor under any warranty or agreement of the manufacturer or Lessor. It is, however, understood that all references herein to the Equipment specifications shall be deemed to include the specifications, recommendations or requirements of any manufacturer or Lessor of the Equipment in addition to any specifications set forth in

9. FORCE MAJEURE

If the performance of any part of this Agreement by Mercury is prevented, hindered, delayed or otherwise made impractical by reason of any flood, riot, fire, judicial or governmental action, labor dispute, Act of God, explosion, war, global thermonuclear war, act of terrorism, act or omission of carriers, act or omission of suppliers or any other causes beyond the control of Mercury, Mercury shall be excused from such performance to the extent that it is prevented, hindered or delayed by such causes. Upon the occurrence of any such event, Mercury shall use its best efforts to notify customer of the nature and extent of any such condition and to remedy such condition through mutually agreeable substitute arrangements.

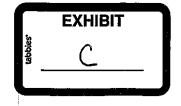
UNDER THE ABOVE CIRCUMSTANCES MERCURY SHALL NOT BE LIABLE FOR DAMAGES, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHERWISE, RESULTING FROM THE OCCURRENCE OF SUCH AN EVENT.

10. SEVERABILITY

In the event of invalidity of any portion of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement and Mercury and Gustomer agree to substitute for the invalid provision a valid provision which most closely approximates the economic effect and intent of the invalid provision.

CUSTOMER ACKNOWLEDGES THAT HE HAS READ ALL OF THE PROVISIONS OF THIS AGREEMENT HEREOF. THERE ARE NO REPRESENTATIONS, WARRANTIES, OR STIPULATIONS, WRITTEN OR ORAL, NOT HEREIN CONTAINED, NO MODIFICATION OF THIS AGREEMENT MAY BE MADE EXCEPT IN WRITING, EXECUTED BY AN OFFICER OF MERCURY. THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL SIGNED BY AN AUTHORIZED OFFICER OF MERCURY SYSTEMS CORPORATION.

COSTOMER	MERCURY SYSTEMS CORPORATION
Name:	Name Karrie Gadorus
Title:	Title:Controller
Date:	Date:
Term Start Date <u>May 1, 2010</u>	
Renewal Date #1_May 1, 2011	Renewal Date # 6 May 1, 2016
Renewal Date #2 May 1, 2012	Renewal Date #7 May 1, 2017
Renewal Date #3 May 1, 2013	Renewal Date # 8
Renewal Date #4 May 1, 2014	Renewal Date # 9
Renewal Date #5 May 1, 2015	Renewal Date #10 Rev. 0310



AN INTERGOVERNMENTAL AGREEMENT TO ESTABLISH

A JOINT 9-1-1 AUTHORITY

(MID – SOUTH COMM ETSB)

THIS AGREEMENT, entered into on the effective date specified hereafter, by and between the local governments signatory hereto and also those which may hereafter become signatory:

WITNESSETH:

WHEREAS, the signatories have determined that the implementation of a Joint 9-1-1 Authority would provide a significant public safety enchantment to the citizens of each participating municipality or district; and

WHEREAS, the signatories have determined that a Joint 9-1-1 Authority would be beneficial on an individual and mutual basis; and

WHEREAS, The Illinois Emergency Telephone System Act 50 ILCS 705/15.4a requires any existing 9-1-1 Authority serving a population of less than 25,000 to consolidate; and

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

NOW THEREFORE BE IT 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 the undersigned hereby join together in a cooperative venture for the joint and mutual operation of a Joint 9-1-1 Emergency Telephone System, consisting of all local governments which may hereafter become signatory, to be known as Mid South Comm ETSB.
- 2. <u>Joint 9-1-1 Authority.</u> There is hereby established a Joint 9-1-1 Authority which shall consist of public safety members from the Village of Lyons, the Village of Justice, and the Village of Willow Springs. The number of members for this Joint 9-1-1 Authority shall be set forth in the Bylaws. Designation of the new participating municipalities shall be specified by the participant's enabling ordinance.
- 3. <u>Bylaws.</u> The Joint 9-1-1 Authority shall be subject to and shall be governed by certain Bylaws which shall be adopted by the Joint 9-1-1 Authority together with any amendments which may be made in the manner and means provided in the Bylaws.
- 4. <u>Participation</u>. Each participating municipality, and each municipality which may hereafter become a participant, is a member and is entitled to the rights and privileges and is subject to the obligations of membership, all as may be provided in the Bylaws.
- Established Use of Surcharge Funds. All 911 Surcharge funds utilized to perform dispatch services by the two designated PSAPs prior to this consolidation agreement shall continue to be used for the operation of those PSAPs. All additional costs, (personnel

and equipment), related to PSAP consolidation shall also be paid for with the combined ETSB surcharge funds.

- 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. Powers of the Joint 9-1-1 Authority. 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
 - b. Coordinating and supervising the implementation, upgrading and maintenance of the system, including the establishment of equipment specifications and coding systems.
 - 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.
 - d. Authorizing all disbursements from the fund.
 - e. Hiring, on a temporary basis, any staff necessary for the implementation or upgrade of the system.
 - f. Making and entering into all necessary contracts.
 - g. Acquiring, holding and disposing of property.
 - h. Incurring debts, liabilities or obligations necessary for the accomplishment of its purposes.
- 8. <u>Amendment.</u> This Agreement may not be amended, except by written agreement and 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. Enforcement. 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 executing of this agreement.
- 12. Effective Date. This Agreement shall become effective when signed by all respective representatives of the Village of Lyons, the Village of Justice, and the Village of Willow Springs and upon approval of the consolidation plan application by Illinois State Police and the Illinois 911 Statewide Advisory Administrator and Board.

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.

VILLAGE OF LOGIS
Its: HAYOR
ATTESTED: Village Clerk
[SEAL] DATED: 6-6,2017

VILLAGE OF JUSTICE					
By. Kingly Noson					
Its					
ATTESTED:					
Village Clerk					
[SEAL]					
DATED:,2017					

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VILLAGE OF WILLOW SPRINGS

By:

Its: PreSicle PH

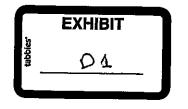
ATTESTED:

Village Clerk

[SEAL]

DATED: *April 27*, 2017

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INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE LYONS AND THE VILLAGE OF JUSTICE FOR THE FOR THE PROVISION OF MUTUAL BACK-UP AGREEMENT FOR EMERGENCY 9-1-1 RESPONSE SERVICES

WHEREAS, the Village of Lyons ("LYONS") is a public safety answering point ("PSAP"), authorized by the Illinois Commerce Commission ("ICC") to provide 9-1-1 emergency telephone services, ("9-1-1 services") currently for the residents in the Village of Lyons, in Cook County, Illinois, including, but not limited to, emergency telephone services for the police and fire services; and

WHEREAS, the Village of Justice ("JUSTICE") is a public safety answering point ("PSAP"), authorized by the Illinois Commerce Commission ("ICC") to provide 9-1-1 emergency telephone services, ("9-1-1 services") currently for the residents in the Village of Justice, in Cook County, Illinois, including, but not limited to, emergency telephone services for the police; and

WHEREAS, LYONS and JUSTICE are currently in the process of finalizing their Consolidation Plan Application to submit to the Illinois State Police's Statewide 9-1-1 Advisory Board and Administrator for review and approval of the consolidation of Mid-South Comm ETSB; and

WHEREAS, LYONS has requested that JUSTICE provide a Back-up for 9-1-1 services in the event that the LYONS 9-1-1 emergency system is unable to provide those services for one or more of the reasons described below in this Agreement; and

WHEREAS, JUSTICE has requested that LYONS provide a Back-up for 9-1-1 services in the event that the JUSTICE 9-1-1 emergency system is unable to provide those services for one or more of the reasons described below in this Agreement; and

WHEREAS, standards promulgated by the Illinois Commerce Commission require emergency telephone systems to have a Back-up PSAP; and

WHEREAS, LYONS and JUSTICE each believe it is in the best interest of the general public for JUSTICE to provide Back-up 9-1-1 services to LYONS in accordance with the terms and conditions of this Agreement and the need to identify the most efficient, effective and equitable means of delivering said Back-up services; and

WHEREAS, JUSTICE and LYONS each believe it is in the best interest of the general public for LYONS to provide Back-up 9-1-1 services to JUSTICE in accordance with the terms and conditions of this Agreement and the need to identify the most efficient, effective and equitable means of delivering said Back-up services; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes units of local government to cooperate with each other in order to accomplish common goals and objectives, and to contract to exercise, combine or transfer any power or function not prohibited to them by law or ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes units of local government, to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings; and

WHEREAS, LYONS and JUSTICE have duly authorized their respective presiding officers to enter into and execute this Agreement.

NOW, THEREFORE, for good and valuable consideration, including the mutual promises and covenants set forth herein, LYONS and JUSTICE hereby agree as follows:

- 1. <u>Incorporation.</u> Each of the recitals set forth above are incorporated herein by reference as if fully set forth herein, and they constitute material terms and provisions of this Agreement.
- 2. Term of Agreement. This Agreement shall become effective on the first business day after the approval of the Mid-South Comm ETSB consolidation plan application by the Statewide 9-1-1 Advisory Board and Administrator and, unless sooner terminated as hereinafter provided, shall be in force for a term of five (5) years from that date, provided that this Agreement shall automatically be renewed for an additional one-year term at the conclusion of any term unless one of the Parties hereto provides written notice to the other Party, a minimum of 180 days prior to, termination of the current term, of an election not to renew for that additional one-year term.
- 3. <u>Costs of Back-up Services.</u> The PSAP shall be responsible for reimbursing the Back-up PSAP for certain costs incurred by the Back-up PSAP for providing the requested services. Such costs shall include the following:

Personnel Costs, including overtime payments, for additional personnel called in to the Back-up PSAP; Reprogramming of Customer Premise Equipment; 9-1-1 Network Routing Changes; Mapping Updates; Equipment and Software Updates or Changes.

4. <u>Initial Configuration of Equipment and Facilities to Facilitate</u>

Performance of Requested Services. The PSAP and the Back-up PSAP will each, upon execution of this Agreement, promptly take the necessary steps to contact and

coordinate with AT&T, the 9-1-1 service provider, to modify 9-1-1 call routing protocols to allow 9-1-1 calls to be properly routed when necessary to provide the requested services, and notify any other necessary telephone system providers.

- 5. Operational Guidelines. The PSAP and the Back-up PSAP agree to develop and, as needed, revise operational guidelines to describe in more detail the Parties' respective responsibilities in facilitating the Back-up PSAP's performance of the requested services.
- 6. Relationship Between the Parties. In consideration of the mutual services provided herein, both Parties agree that nothing contained herein is intended or should be construed in any manner to create an agency relationship between the Parties. The individual Parties are and shall remain independent entities with respect to all services performed under this Agreement. Each Party agrees that in the performance of any of the requested services, its employees shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the other Party.
- 7. Requested Services. The Back-up PSAP, subject to being operable and available, agrees to provide Back-up 9-1-1 services, hereinafter referred to as the "requested services", for the PSAP at the JUSTICE facility ("Back-up PSAP Facility") in the event that the PSAP becomes inoperable or cannot otherwise adequately handle the volume of incoming 9-1-1 emergency calls because of one or more of the following reasons:
 - a. Equipment and/or facilities necessary for the proper functioning of the PSAP are damaged as a result of a natural disaster, electrical failure, or any other occurrence that results in the PSAP becoming inoperable, or put out of order or otherwise made non-functional.

- b. Scheduled downtime to facilitate 9-1-1 service system maintenance or upgrades.
- c. There exists an emergency which generates a volume of 9-1-1 emergency calls that overloads the capacity of the PSAP.
- 8. No Dispatch Service. The Back-up PSAP shall not provide dispatch of the emergency services of the PSAP as a part of this Agreement. In accordance with protocols agreed to by the PSAP and the Back-up PSAP, the "requested service" to be provided by the Back-up PSAP shall consist of receiving calls forwarded to the Back-up PSAP from the PSAP and then forwarding the emergency information so received via telephone to a designated agency of the PSAP for its dispatch of emergency personnel. PSAP shall provide to the Back-up PSAP such equipment, information, software, maps, guides, etc. as are necessary for the Back-up PSAP to immediately determine the location of the emergency and the proper response service to be contacted.
- 9. <u>Dispatch of PSAP employees to assist in providing requested</u>
 services.
 - a. <u>Emergency Back-up Services</u>. When the PSAP is in need of the requested services because of an unscheduled, emergency situation as described in this Agreement, the PSAP will immediately contact the on-duty supervisor at the Back-up PSAP Facility ("Back-up PSAP Supervisor") by telephone to provide notice of the need for said services and coordinate with said Supervisor the prompt dispatch of a minimum of two (2) PSAP employees ("Loaned Dispatchers") to the Back-up PSAP Facility for purposes of assisting with the provision of the requested services.
 - b. Scheduled Back-up Service. When the Back-up PSAP is asked to provide the requested services for interruption of 9-1-1 services caused by the need to temporarily suspend said services during scheduled maintenance of the PSAP facilities or equipment, the PSAP shall provide the Back-up PSAP with written notice of said scheduled service interruption a minimum of forty-eight (48) hours prior to said interruption. The written notice shall provide a good faith estimate of the duration of the interruption of services. The PSAP agrees to provide, at the request of the Back-up PSAP

Supervisor, a minimum of two (2) Loaned Dispatchers to perform 9-1-1 services on the premises of the Back-up PSAP Facility for the duration of the time the Back-up PSAP is performing the requested services.

- harmless the Back-up PSAP from any claims alleging bodily injury, including death, and/or property damage, arising out of the performance of the loaned 9-1-1 dispatchers during times that they are providing the requested services. Nothing in this Agreement is intended in any way to waive or in any manner diminish any immunities from civil liability that either LYONS or JUSTICE or any employees or agents of either entity otherwise are granted by State law, including but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act. (745 ILCS 10/1-101 et seq), or the Emergency Telephone System Act 50 ILCS 750/1. Et seq.
- 11. <u>Termination.</u> This Agreement may be terminated without cause prior to the term set forth above by either Party upon prior written notice to the other Party provided a minimum of 180 days prior to the proposed date of termination.
- 12. <u>Written Modification</u>. This Agreement may not be changed, revised, modified, waived, discharged, terminated or otherwise abrogated, diminished or impaired other than by an instrument in writing duly authorized and executed by both LYONS and JUSTICE.

13. Notices.

Notices and communications to LYONS pursuant to this Agreement shall be addressed to and delivered at the following address:

Police Chief James M. Keating Lyons Police Department

4200 Lawndale Avenue, Lyons, IL 60534 (708) 447-1225 jkeating@villageoflyons-il.net

Notices and communications to JUSTICE pursuant to this Agreement shall be addressed to and delivered at the following address:

Police Chief Kraig McDermott Justice Police Department 7800 S. Archer Road, Justice, IL 60458 (708) 458-2191 kmcdermott@justicepolice-il.org

- 14. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- 15. Non-Waiver. Neither Party shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of either Party to exercise at any time any rights granted to it shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Party's right to enforce that right or any other right.
- 16. <u>Subject to State Approval.</u> This Agreement shall be subject to approval by the Illinois State Police Statewide 9-1-1 Advisory Board and Administrator as part of the Consolidation Plan Application submitted by LYONS and JUSTICE known as Mid-South Comm ETSB.
- 17. <u>Governing Law.</u> This Agreement shall be governed by, and enforced in accordance with the laws of the State of Illinois.

- Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.
- 19. <u>Entire Agreement.</u> This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

("This space intentionally left blank.")

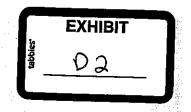
IN WITNESS WHEREOF, the Parties hereto, pursuant to the authority vested in each according to law and pursuant to duly enacted ordinances or resolutions of their corporate authorities respectively, have hereunto caused this Agreement to be signed by its duly authorized officers and the corporate seals to be properly affixed thereto.

DATED this 30th day of June, 2017.

LYONS

VILLAGE OF JUSTICE

Its Police Chief



Mid-South and COOK COUNTY Alternate Routing Intergovernmental Agreement

This Agreement is made and entered into between the Mid-South Joint Emergency Telephone System Board of Cook County, Illinois, hereinafter after referred to as Mid-South ETSB, and the Cook County Emergency Telephone System Board, Cook County, Illinois, herein after referred to as COOK COUNTY.

WITNESSETH:

WHEREAS, the Mid-South ETSB is to provide and operate Enhanced 9-1-1 telephone service for the Villages of Justice, Lyons, and Willow Springs in Cook County, and COOK COUNTY for entities within Cook County, IL. and

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

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

WHEREAS, the Mid-South ETSB operates two (2) Public Safety Answering Points (PSAPS), one at the Justice Police Department, known as the Central PSAP, and one at the Lyons Police Department known as the Justice PSAP; and

WHEREAS, Mid-South ETSB and COOK COUNTY mutually desire to enter into an Agreement establishing COOK COUNTY for alternate routing for 9-1-1 calls when the 9-1-1 calls that are routed using the Lombard selective router and the 9-1-1 trunk lines from Lombard and Justice are inoperable or in the event that the Central PSAP is unable to operate for a period of time due to an outage or other emergency situation,

NOW, THEREFORE, in consideration of the mutual covenants herein, Central Justice ETSB and COOK COUNTY do hereby agree as follows:

 Beginning upon the execution of this Agreement by both parties, when, at any time, all the 9-1-1 lines from the Lombard selective router serving Justice are busy or the trunk lines from the Lombard selective router are inoperable, the Justice PSAP shall instruct AT&T to route all of its 9-1-1 calls that are on the Lombard selective router to the COOK COUNTY PSAP via its designated trunk lines. COOK COUNTY agrees to process all calls rerouted to it as set forth above.

- The COOK COUNTY PSAP agrees to serve as the Justice PSAP back-up without any compensation except as provided specifically in this Agreement.
- 3. Any notice or other communications permitted or required to be given to either party shall be in writing and shall be personally delivered or mailed by registered or certified U.S. Mail, postage prepaid, to the party to receive same as follows:

Mid-South Joint Emergency Telephone System Board Attention: Chairman

Cook County Emergency Telephone System Board Attention: Director Marty Bennett 9511 Harrison DesPlaines, Illinois 60016

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

- 4. This agreement shall be effective at which time it is executed by authorized officials of the Mid-South ETSB and the COOK COUNTY ETSB, and unless otherwise terminated, this Agreement shall remain in effect perpetually until either the Mid-South ETSB or the COOK COUNTY ETSB notifies the other party in writing that this Agreement shall be terminated on a date certain not less than sixty (60) days after the effective date of the service of the notice to terminate this Agreement.
- If in the event a court of proper jurisdiction determines that any portion or portions of this Agreement are invalid, the parties agree that such invalidity shall not, to the extent permitted by law, affect the validity of the remaining portions of this Agreement.
- 6. This Agreement shall not be assigned by either the Mid-South ETSB or the COOK COUNTY ETSB and any purported assignment of this Agreement by either the Mid-South ETSB or the COOK COUNTY ETSB shall be null and void, provided however, the Mid-South ETSB or COOK COUNTY ETSB shall be entitled to assign this Agreement to any successor entity of the Mid-South ETSB or the COOK COUNTY ETSB.
- 7. The persons executing this Agreement on behalf of the Mid-South ETSB and the COOK COUNTY ETSB warrant that they have actual authority to

enter into this Agreement on behalf of the Mid-South ESTB and the COOK COUNTY ETSB.

- 8. Indemnification of COOK COUNTY ETSB. The Mid-South ETSB agrees to defend, indemnify and hold the COOK COUNTY ETSB, its officers, directors, agents and employees, harmless from and against any actual loss, liability, cost or expense (including reasonable attorneys' fees and court costs) which the COOK COUNTY ETSB may sustain or incur if, and to the extent that, such loss, liability, cost or expense arises out of the negligence or willful misconduct of the Mid-South ETSB, its officers, directors, agents or employees.
- This Agreement constitutes the complete, final, and entire Agreement between the Mid-South ETSB and the COOK COUNTY ETSB with regard to the subject matter of this Agreement, and it supersedes any prior agreements, either written or oral, between the parties.
- Any modification to this Agreement shall be null and void unless the modification is in writing and executed by both the Mid-South ETSB and the Cook County ETSB.
- 11. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

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

Mid-South Emergency Telephone
Telephone System Board

COOK COUNTY Emergency Telephone System Board

BY: My ores

BY:

Date:

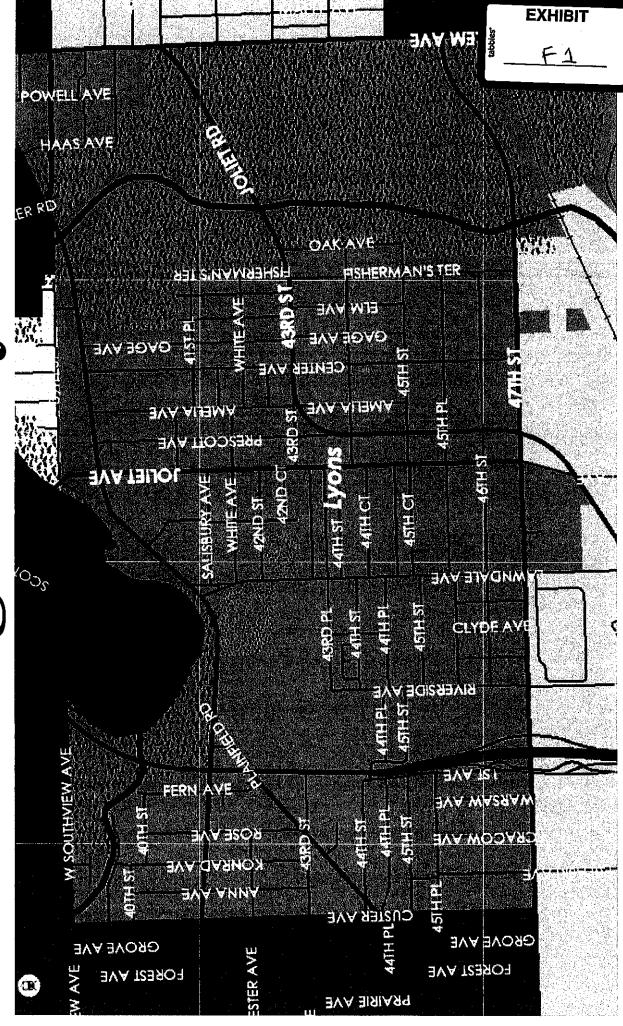
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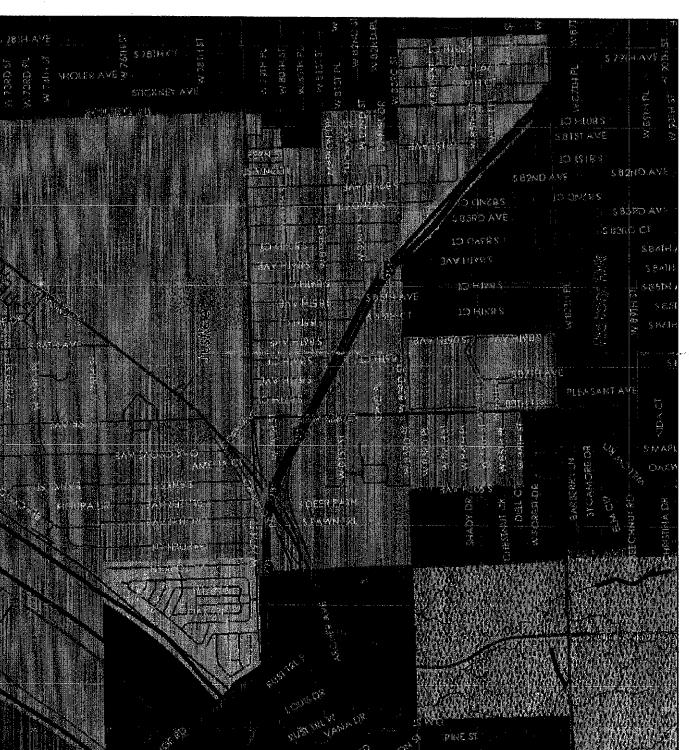
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