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



# State of Illinois

# Application for 9-1-1 Modification Plan

# 911 GENERAL INFORMATION

DATE:09/07/2022		
Type of Change: X Long Form Modifica	ation Plan Short Form Modification	n Plan
Current System Name:	Population Served	Land Area in Sq Miles
Des Plaines Valley ETSB (aka Hickory Hills Police	∋ Department ETSB) 26,	268 11.137

List PSAPs:	Primary	Secondary
Des Plaines Valley ETSB (aka Hickory Hills Police Department ETSB)	x	

911 System Contact: Lt. Jason Bray
Street Address: 8800 W. 87th Street
City, State and Zip Code: Hickory Hills, IL 60457
Office Telephone:(708) 598-4900
Cellular Telephone: (708) 514-5560
Email:jbray@hickoryhillspd.us

### Wireless Coverage for Consolidated System:

\_100\_% Phase II compliant

100 % Phase I compliant

### Please check if applicable:

- \_\_\_\_\_ NG9-1-1 capable
- \_\_\_\_\_ Receive 9-1-1 Text
- \_\_\_\_\_ Receive 9-1-1 Video

## VERIFICATION

I, Jason P. Bray , first being duly sworn upon oath, depose and say that I am Secretary , of Des Plaines Valley ETSB (AKA Hickory Hills PD ETSB) ; that I have read the foregoing plan by me subscribed and know the contents thereof; that said contents are true in substance and in fact, except as to those matters upon information and belief, and as to those, I believe same to be true.

Jason P. Bray

Subscribed and sworn to before me

This <u>7</u> day of <u>September</u>, 2022.

abryciak Marilyn (

NOTARY PUBLIC, ILLINOIS



# 9-1-1 SYSTEM PROVIDER LETTER OF INTENT

September 7, 2022

(Date)

Lisa Wirtanen

(9-1-1 System Provider Company Presentative)

AT&T

(9-1-1 System Provider Company Name)

4918 W. 95<sup>th</sup> ST

(Street Address)

Oak Lawn, IL 60453

(City, State, Zip Code)

Dear <u>Ms. Wirtanen</u> :

This letter is to confirm our intent to modify our 9-1-1 System. Enclosed is you copy of our modification plan to be filed with the Department of the Illinois State Police for approval. Thank you for your assistance in this matter.

Sincerely,

Jason P. Bray

Secretary – Des Plaines Valley ETSB (AKA Hickory Hills PD ETSB)

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enclosure: Modification Plan

# NARRATIVE STATEMENT:

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

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

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#### Plan Narrative:

See attached narrative.

#### Next Generation 9-1-1 Modification Plan Narrative

The Des Plaines Valley ETSB (aka Hickory Hills Police Department ETSB) 9-1-1 System is transitioning from E9-1-1 to Next Generation 9-1-1 (NG911). AT&T is the 9-1-1 System Provider ("SSP").

The Des Plaines Valley ETSB 9-1-1 System will comply with all Federal and State laws and with National Emergency Number Association Standards (NENA) that pertain to NG911, including the NENA i3 Standard for Next Generation – NENA-STA-010.3a-2021.

The State of Illinois has selected AT&T to provide a Statewide Next Generation 9-1-1. AT&T's ESInet combines AT&T's network capabilities with technology from Intrado Life & Safety, Inc. (Intrado). The AT&T ESInet solution will facilitate an efficient transition from legacy 9-1-1 networks to networks capable of supporting the growing demands of more mobile society. With AT&T ESInet, the State is taking advantage of AT&T's investment in a pre-built, cloud-based solution that delivers next-generation functionality. AT&T is also providing their industry leading AT&T VPN MPLS network for primary access to all PSAPs.

AT&T's ESInet solution is a combination of their IP network and Next Gen Core Services (NGCS) components that includes industry leading SLAs, management services and tools to help ensure that they provide the best possible service.

The design is based on building redundant systems to avoid any single point of failure (SPOF) in the ESInet and the overall NG911 Network Architecture. The NG 911 system will provide flexibility in the routing of calls. The ESInet being deployed has all PSAPs connected and can route calls based on not only location, but also by availability. In a Next Generation solution, a call will be answered through intelligent routing. Additionally, there will be more available positions to answer calls because all connected and tested PSAPs will be technically able to answer the call and will be able to dispatch or transfer the call to another PSAP.

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

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

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

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

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

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

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

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

Integrated Text-to-911 is supported by the ESInet.

AT&T is responsible for negotiating interconnection agreements and trunking arrangements with each service provider. Interconnection agreements will include the roles and responsibilities of the Parties related to the exchange of 9-1-1 traffic including but not limited to, split rate centers, tandem to tandem and IP connections.

GIS data is submitted to the AT&T ESInet via a web-based spatial interface (SI) portal. The portal provides secure GIS file transfer. 9-1-1 Authorities can maintain their local database schema and configure database changes using attributed field mapping tools.

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

AT&T's ESInet cyber security policies, standards, and guidelines are consistent with industry best practices as defined by International Organization for Standardization and Control Objectives for Information and related Technology. The AT&T ESInet is a highly secure, privately managed IP network providing IP based call routing services for NG911 call delivery. All inbound and outbound traffic interactions are with pre-authorized entities, utilize agreed upon protocols and transverse controlled access points. Call processing and real-time data delivery are protected through both physical and logical controls.

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

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

#### TEXT-to-911

Since integrated Text-to-911 is supported by AT&T ESInet, the Des Plaines Valley ETSB anticipates utilizing ModUcom software to facilitate the Text-to-911 communications received via the AT&T ESInet. Upon anticipated successful testing with upcoming AT&T ESInet deployment at the Des Plaines Valley ETSB utilizing AT&T ESInet and ModUcom, all agencies dispatched by the Des Plaines Valley ETSB will post announcements at their public meetings and on their websites the availability of the Text-to-911, an explanation of the use and shortcomings of the use for all the public to see. All member agencies will be provided with documentation to post in their respective building for the public to view.

#### **BACKUP PSAP**

The backup routing for the Des Plaines Valley ETSB 911 System will remain as is at this time.

The Des Plaines Valley ETSB 911 System receives calls through the Elk Grove selective router. The backup answering point for the calls from this router in the event of a failure or overflow are currently answered by Southwest Central 9-1-1 System in conjunction with a current agreement. Southwest Central 9-1-1 System will remain the backup answering point for processing 911 calls in the event of the inability of the Des Plaines Valley ETSB 911 System to answer and process 911 calls in accordance with the existing agreement.

The Des Plaines Valley ETSB 911 System Call Handing Agreements inclusive of call transferring remain the same.

# FINANCIAL INFORMATION

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

# FIVE YEAR STRATEGIC PLAN FOR MODIFIED PLAN

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

Narrative:

Remains the same.

# **COMMUNITIES SERVED**

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

	ADDITIONAL STILL IS AS NEOLOSANT
City, Town or Village	Street Address, City, Zip Code
City of Hickory Hills (Police)	8800 W 87th ST, Hickory Hills, IL 60457
Village of Bedford Park (Police)	6701 S. Archer RD, Bedford Park, IL 60501
Village of Summit (Police & Fire)	5810 Archer RD, Summit, IL 60501
City of Hometown (Fire)	4301 Southwest Highway, Hometown, IL 60456
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# **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
see attached exhibit 3					
			×		

Exhibit 3 SYSTEM PARTICIPANTS A list of system participants showing the 9-1-1 land area(s) in square niles and estmated population which will have access to the proposed 9-1-1 System. Do not forget to include County Sheriff's jurisdication and Illinois State Police District. Each agency that appears on the list should also be shown on the maps and should also have signed a call handling agreement. (USE ADDITIONAL SHEETS AS NECESSARY)

System Participants	Street Address, City, Zip Code	Admin Telephone	Population	Land Area Dispatch Transfer Call Relay	Dispatch	Transfer	Call Relay
Hickory Hills Police Dept	8800 W 87th ST, Hickory Hills 60457	708-598-4900	14,505	2.84	XX		
Bedford Park Police Dept	6701 S. Archer RD, Bedford Park 60501	708-458-3388	602	6.04	XX		
Summit Police Dept	5810 Archer RD, Summit 60501	708-594-3894	11,161	2.257	XX		
Summit Fire Dept	7339 W 59th ST, Summit 60501	708-594-3931	11,161	2.257	XX		
Bedford Park Fire Dept	6820 S. Archer RD, Bedford Park 60501	708-562-4510	602	6.04		XX	
Hometown Fire Dept	4301 Soutwest Hghwy, Hometown 60456	708-422-3637	4,343	0.48	XX		
Roberts Park Fire Protection Dist	Roberts Park Fire Protection Dist 8611 S Roberts RD, Justice 60458	708-598-6752	13,505	2.09		XX	
North Palos Fire Protection Dist	8913 W 95th ST, Palos Hills 60465	708-233-1798	1,000	0.75		XX	
<b>Illinois State Police Dist Chicago</b>	9511 W. Harrison, Des Plaines 60016	847-294-4400	N/A	N/A		XX	
<b>Illinois State Police Dist 15</b>	2700 Ogden RD, Downers Grove 60515	630-241-6800	N/A	N/A		XX	

Exhibit 4 ADJACENT AGENCY LIST A list of public safety agencies and existing 9-1-1 Systems adjacent to the proposed system boundaries, their addresses and telephone numbers.

Communications ago ago Center trict ict ict int nt	Southwest Central Dispatch	8911 W 95th ST, Palos Hills, IL 60465	708-448-6180	
ago ago Center trict trict ict trict	Oak Lawn Regional Emergency Communications	9446 S. Raymond Ave, Oak Lawn, IL 60453	708-499-7721	
ago Center trict lice lice nt trict	Chicago - Office Emerg Mgmt & Comms	[1411 W. Madison ST, Chicago, IL 60607	312-746-9111	
Center trict lice ict trict trict	Illinois State Police District Chicago	9511 W. Harrison, Des Plaines, IL 60016	847-294-4400	
Center trict lice ict trict trict	Illinois State Police District 15	2700 Ogden Avenue, Downers Grove, IL 60515	630-241-6800	
Center trict ict trict trict	Cook County Dispatch	9511 W. Harrison, Des Plaines, IL 60016	847-294-4744	
Center trict ict int nt trict	Justice Police Dispatch	7800 S. Archer RD, Justtice, IL 60458	7080458-2191	
Center trict lice ict trict trict	WC3 Communications	2359 S. Des Plaines Ave, North Riverside, IL 60546	708-762-5413	
Iice lict trict ntt	Addison Consolidated Dispatch Center	3 Friendship Plaza, Addison, IL 60101	630-543-3080	
lice cict trict trict	Roberts Park Fire Protection District	8611 S Roberts RD, Justice, IL 60458	708-598-6752	
lice ict ant trict trict	Justice Police Department	7800 S. Archer RD, Justtice, IL 60458	7080458-2191	
lice ict ant trict trict	Cook County Sheriff's Police	1041 Maybrook Drive, Maywood, IL 60153	708-865-4700	
tict and the second sec	Cook County Forest Preserve Police	536 N. Harlem, River Forest, IL 60305	708-241-6800	
ict int int int int int int int int int in	Palos Hills Police Department	8555 W 103rd ST, Palos Hills, IL 60465	708-598-2992	
unt trict	North Palos Fire Protection District	10629 S. Roberts RD, Palos Hills IL 60465	708-974-4272	
nt trict nt	Bridgeview Police Department	7500 S. Oketo, Bridgeview, IL 60455	708-458-2131	
ant trict	Brdigeview Fire Department	7500 S. Oketo, Bridgeview, IL 60455	708-458-2131	
nt trict nt	Burbank Police Department	5650 W 75th PL, Burbank, IL 60459	708-924-7300	
int trict	Burbank Fire Department	8455 Mayfield, Burbank, IL 60459	708-424-3325	
nt trict nt	McCook Police Department	500 Glencoe Ave, McCook, IL 60525	708-447-1234	
nt trict nt	McCook Fire Department	500 Glencoe Ave, McCook, IL 60525	708-447-1234	
trict nt	Willow Springs Police Department		708-839-3023	
nt trict	Tri-State Fire Protection District	419 Plainfield RD, Darien, IL 60561	630-654-6453	
trict nt	Chicago Police Department	3510 S Michigan Ave, Chicago, IL 60653	312-746-6000	
trict nt	Chicago Fire Department		312-745-4210	
trict	Forestview Police Department	7000 46th ST, Forest View, IL 60402	708-788-0318	
trict nt	Forestview Fire Department	7000 46th ST, Forest View, IL 60402	708-788-0318	
trict	Lyons Police Department	4200 Lawndale Ave, Lyons, IL 60534	708-447-1225	
trict nt	Lyons Fire Department	4043 Joliet Ave, Lyons, IL 60534	708-447-6655	
nt	Pleasantview Fire Protection District	1970 W Plainfield RD, LaGrange Highlands, IL 60525	708-352-9229	
nt	Oak Lawn Police Department	9446 S Raymond Ave, Oak Lawn, IL 60453	708-422-8292	
nt	Oak Lawn Fire Department	6451 W 93rd PL, Oak Lawn, IL 60453	708-499-7700	
	Evergreen Park Police Department	9000 S Kedzie, Evergreen Park, IL 60805	708-422-2148	
	Evergreen Park Fire Department	9420 S Kedzie, Evergreen Park, IL 60805	708-422-2142	

# **CARRIER LISTING**

(Wireline, Wireless, VoIP)

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

### (USE ADDITIONAL SHEETS AS NECESSARY)

CARRIERS	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER
AT&T		(888) 243-1911
SBC		(866) 730-8154
CLEC		(217) 824-6398
Allegiance		(800) 421-3872
CBeyond		(866) 424-9233
СІМСО		(630) 691-8080
Focal		(877) 262-6822
Global COM		(800) 589-1531
Global Crossing		(888) 859-0911
Intermedia		(650) 641-4000
Level 3		(888) 404-9750
МСІ		(800) 275-0014
McLeod		(800) 332-2385
MFS-Intelenet		(312) 580-0170
MGC		(480) 719-8556
MPower		(585) 218-6550
Paetec		(800) 345-4484
Sprint		(913) 928-4107
TDS Metrocom		(888) 790-1216
WorldCOM		(800) 844-1001
хо сом		(888) 575-6398
Verizon Wireless		(800) 922-0204
Cricket		(800) 274-2538
T-Mobile		(866) 735-7700
Comcast		(800) 934-6489
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# **ATTACHMENTS**

Ordinance - The local ordinance which created an ETSB prior to January 1, 2016.

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

### Intergovernmental Agreement

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

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

#### ORDINANCE NO. 16-12

#### AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT TO ESTABLISH A JOINT 9-1-1 AUTHORITY BETWEEN THE CITY OF HICKORY HILLS, THE CITY OF HOMETOWN, THE VILLAGE OF SUMMIT, AND THE VILLAGE OF BEDFORD PARK

BE IT ORDAINED by the City Council of the City of Hickory Hills, Cook County, Illinois, as follows:

#### Section 1

That the Intergovernmental Agreement to Establish a Joint 9-1-1 Authority, in substantially the form attached hereto, is hereby approved for and on behalf of the City. The Mayor and City Clerk are hereby authorized to execute the same for and on behalf of the City.

#### Section 2

This ordinance shall be immediately in full force and effect after passage and approval.

This ordinance was passed and deposited in the office of the City Clerk of the City of Hickory Hills this 9<sup>th</sup> day of June, 2016.

D'LORAH CATIZONE, C

APPROVED by me this 9<sup>th</sup> day of June, 2016.

MICHAEL HOWLEY, Mayor

### AN INTERGOVERNMENTAL AGREEMENT TO ESTABLISH A JOINT 9-1-1 AUTHOIRTY

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 herby... federate 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.
- 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 Summit, the Village of Bedford Park, the City of Hickory Hills, and the City of Hometown. The number of members for this Joint 9-1-1 Authority shall be set forth in the By-Laws. Designation of the new participating municipalities shall be specified by the participant's enabling ordinance.
- 3. <u>By-Laws.</u> The Joint 9-1-1 Authority shall be subject to and shall be governed by certain ByLaws in substantially the form as the Bylaws attached hereto as Exhibit 1 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.
- 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.
- 5. <u>Established Use of Surcharge Funds.</u> 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. Surcharge funds would also be utilized to offset existing costs related to

maintenance of the Net Ten and Net Six Radio Networks, Records Management Systems, and Computer Aided Dispatch.

- 6. <u>Termination</u>. Any party to this agreement may cease to be a party hereto and may withdraw from participation in the manner and means set forth in the Bylaws.
- 7. <u>Powers of the Joint 9-1-1 Authority.</u> The powers and duties of the Joint 9-1-1 Authority created by this Agreement shall be as follows:
  - a. Planning a 9-1-1 system
  - 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. Making and entering into all necessary contracts
- 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. <u>Enforcement.</u> Each member shall have the right to enforce this agreement against any other member. If suit is necessary, a defaulting member shall pay reasonable attorney's fees adjudicated by the Court.
- 11. <u>Authorization.</u> Prior to execution of this Agreement, each member shall deliver to the other a certified copy of a suitable ordinance or resolution authorizing and directing executing of this agreement.
- 12. <u>Effective Date.</u> This Agreement shall become effective when signed by all respective representatives of the Village of Summit, Village of Bedford Park, City of Hickory Hills, and the City of Hometown

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 O	FSUMMIT
By:	
Its:	
·	
ATTESTED	: .
· .	Municipal Clerk
[SEAL]	
DATED:	,2016
THE VILLA	AGE OF BEDFORD PARK
Ву:	
Its:	
-	
ATTESTEI	<b>):</b> , , ,
- <u> </u>	Municipal Clerk
[SBAL]	• •
DATED:	, 2016

#### CITY OF HICKORY HILLS

By:	
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Its:

ATTESTED:

**...** 

Municipal Clerk

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[SEAL]

DATED: \_\_\_\_\_, 2016

CITY OF HOMETOWN

Ву:\_\_\_\_\_

Its;

ATTESTED:

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Municipal Clerk

[SBAL]

DATED: \_\_\_\_\_, 2016

### INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF HICKORY HILLS AND THE VILLAGE OF BEDFORD PARK

1

THIS AGREEMENT made this <u>114</u> day of July, 2020, by and between the City of Hickory Hills ("City") and the Village of Bedford Park ("Village") (collectively referred to as "Parties").

#### WITNESSETH

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

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

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

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

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

2. **Term.** That this Agreement shall be for a term commencing on August 1, 2020 and shall terminate on July 31, 2024. The Agreement shall automatically be extended for one (1) year increments unless either party sends notification that it is terminating the Agreement. Said notification shall be sent at least 180 days in advance of the renewal.

3. **Provision of Dispatch Services.** The City agrees to be responsible for the maintenance and upkeep of all the electronic equipment and records which are used or generated in connection with this Agreement in a Criminal Justice Information System (CJIS) compliant manner exclusively utilizing ETSB funds to fulfill its obligation under this paragraph.

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

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#### 5. Compensation.

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- A. The Village shall pay the City the sum of \$140,000, paid in equal monthly installments, for the first twelve-month period of this Agreement. All payments are due on or before the 5<sup>th</sup> day of each month. The compensation paid by the Village to the City shall increase as follows: \$144,000 for the subsequent 12-month period (August 1, 2021 through July 31, 2022); \$148,000 for the period covering August 1, 2022 through July 31, 2023; \$152,000 for the period covering August 1, 2023 through July 31, 2024; and if renewed after the initial four year term, \$156,000 for the period covering August 1, 2025. The compensation paid by the Village to the City for additional annual renewals shall increase 2.5% per annum for each subsequent 12 month period.
- B. In addition to the monthly payments in Paragraph 5A, the Village shall be responsible for its proportionate share of any future capital costs associated with maintaining and/or replacing the equipment necessary to provide emergency dispatch services to the extent that such capital costs are not authorized to be paid using 9-1-1 surcharge funds. The Village's proportionate share shall be calculated based upon the percentage of the call volume attributable to the Village, including any additional parties to whom the City currently provides 9-1-1 dispatch services or with whom the City contracts to provide such services in the future. The City agrees to provide the Village with an itemized bill relating to all capital expenditures for which the Village is required to contribute funding. The Village agrees to remit payment within 60 days of receipt of the invoice.
- C. For the services provided under Paragraph 6 of this Agreement, the Village shall pay to the City the sum of \$100 per day, paid monthly, for the first twelvemonth period of this Agreement. A day shall be deemed any amount of time up to 24 hours, anything over 24 hours and less the 48 hours shall be two days, with each subsequent portion of a 24-hour day requiring an additional per day charge. All payments are due on or before the 5<sup>th</sup> of each month. The compensation paid by the Village to the City shall increase 2.5% per annum for each subsequent twelve-month period.

#### 6. **Prisoner Detention**

A. The City agrees to provide prisoner detention services on a 24-hour basis for the Village and further agrees to provide any and all personnel necessary to fulfill its obligations under this subparagraph.

- B. The City is responsible for providing meals to prisoners, conducting regular prisoner checks, and otherwise complying with the Municipal Jail and Lockup Standards promulgated by the Illinois Department of Corrections.
- C. The City is authorized to reject a prisoner if injured or in need of medical attention. The City shall direct the Roberts Park Fire Department or any authorized EMS agency to transport all prisoners in need of medical attention. A Village Police Officer shall accompany the transport of the prisoner. The Village is solely responsible for supervising any prisoner transportation from the City's lockup facility to a hospital or other medical facility and is also solely responsible for monitoring the prisoner while at the hospital or other medical facility. The Village is similarly responsible for any prisoner transportation from the City's lockup facility to court or other off-site location.
- D. The Village will be allowed reasonable access to the interview room at the lockup facility.
- E. The City is authorized to release prisoners if directed to do so by the Village.
- F. The Village will abide by all Rules and Regulations of the City of Hickory Hills Police Department while at the City's lockup facility.

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

### 8. Indemnification.

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- A. To the fullest extent provided by law, the Village agrees to save, keep and hold the City, including its agents, employees and elected officials, harmless from any and all claims, causes of action, or damages of every kind, nature and description, including attorneys' fees, arising from or relating to the obligations undertaken by the Village under this Agreement. The Village agrees to name the City as additional insured on its insurance policy. Any additional premium to be paid from ETSB funds.
- B. The City shall be responsible for the acts of its agents, officers or employees in the performance of this Agreement. The City agrees to indemnify, defend, save and hold the Village, its elected officials, agents, officers and employees harmless from and against any and all liabilities, claims, damages or suits brought by any employee of the City pursuant to this Agreement or member of the public arising out of any negligent

act or omission of the City and/or its agents, officer or employees in the performance of this Agreement. The City agrees to name the Village as additional insured on its liability insurance policy. Any additional premium to be paid from ETSB funds.

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

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

11. **Force Majeure.** If by reason of an act of God, such as an earthquake, hurricane, tornado, flooding or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, a labor dispute or strike, government sanction, declared pandemic or a failure of electrical service, a party shall not be held liable for a failure to perform its obligations under this Agreement. No force majeure which renders a Party unable to perform under this Agreement shall relieve a Party of its obligation to make the payments under Paragraph 5 of this Agreement. However, in the event of a force majeure lasting more than 120 days which causes a severe and unforeseen economic hardship, the Parties agree to meet and confer relating to adjusting the compensation under Paragraph 5 of this Agreement.

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

City of Hickory Hills	Village of Bedford Park
Mayor Mike Howley	President David R. Brady
West 95 <sup>th</sup> Street	6701 S. Archer Road
Hickory Hills, IL 60457	Bedford Park, IL 60501

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

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

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

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

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

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

CITY OF HICKORY HILLS

Mike Howley, Mayor

(SEAL)

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ATTEST: City Clerk

VILLAGE OF BEDFORD PARK

David R. Brady, President

( SEAL )

ATTEST lage Clerk

### INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF HICKORY HILLS AND THE VILLAGE OF SUMMIT

THIS AGREEMENT made this <u>day</u> day of May, 2020, by and between the City of Hickory Hills ("City") and the Village of Summit ("Village") (collectively referred to as "Parties").

#### WITNESSETH

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

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

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

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

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

2. **Term.** This Agreement shall be for a term commencing on August 1, 2020 and terminating on December 31, 2025, unless sooner terminated as provided for herein.

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

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

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### 5. Compensation.

- A. The Village shall pay the City the sum of \$103,750, paid in equal monthly installments, for the first five-month period of this Agreement, from August 1, 2020 through December 31, 2020 All payments are due on or before the 5<sup>th</sup> day of each month. The compensation paid by the Village to the City shall increase as follows: \$256,000 commencing January 1, 2021 through December 31, 2021; \$263,000 for the period covering January 1, 2022 through December 31, 2022; \$270,000 for the period covering January 1, 2023 through December 31, 2023; \$277,000 for the period covering January 1, 2024 through December 31, 2024; and \$284,000 for the period covering January 1, 2025 through December 31, 2025; After this initial five year and five month term, the compensation paid by the Village to the City shall increase 2.5% per annum for each subsequent 12 month period.
- B. In addition to the monthly payments in Paragraph 5A, the Village shall be responsible for its proportionate share of any future capital costs associated with maintaining and/or replacing the equipment necessary to provide emergency dispatch services to the extent that such capital costs are not authorized to be paid using 9-1-1 surcharge funds. The Village's proportionate share shall be calculated based upon the percentage of the call volume attributable to the Village, including any additional parties to whom the City currently provides 9-1-1 dispatch services or with whom the City contracts to provide such services in the future. The City agrees to provide the Village with an itemized bill relating to all capital expenditures for which the Village is required to contribute funding. The Village agrees to remit payment within 60 days of receipt of the invoice.
- C. The services provided under Paragraph 6 of this Agreement shall be included in the charges contained in A.

#### 6. **Prisoner Detention**

- A. The City agrees to provide prisoner detention services on a 24-hour basis for the Village and further agrees to provide any and all personnel necessary to fulfill its obligations under this subparagraph.
- B. The City is responsible for providing meals to prisoners, conducting regular prisoner checks, and otherwise complying with the Municipal Jail and Lockup Standards promulgated by the Illinois Department of Corrections.

- C. The City is authorized to reject a prisoner if injured or in need of medical attention. The Village shall transport all prisoners in need of medical attention. The Village is solely responsible for supervising any prisoner transportation from the City's lockup facility to a hospital or other medical facility and is also solely responsible for monitoring the prisoner while at the hospital or other medical facility. The Village is similarly responsible for any prisoner transportation from the City's lockup facility to court or other off-site location.
- D. The Village will be allowed reasonable access to the interview room at the lockup facility.
- E. The City is authorized to release prisoners if directed to do so by the Village.
- F. The Village will abide by all Rules and Regulations of the City of Hickory Hills Police Department while at the City's lockup facility.
- G. The Village will use its best efforts to bond and release all arrestees that qualify for release, including those arrestees eligible for an I-bond, prior to the use of the City's lockup facility.

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

### 8. Indemnification.

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

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

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

11. **Termination.** After the initial five-year and five month term, this Agreement may be terminated by either party upon 180 days written notice of the effective date of said termination from the terminating party. Upon termination of this Agreement, the City shall have no obligation to provide any services covered by this Agreement.

12. **Force Majeure.** If by reason of an act of God, such as an earthquake, hurricane, tornado, flooding or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, a labor dispute or strike, government sanction, declared pandemic or a failure of electrical service, a party shall not be held liable for failing to perform its obligations under this Agreement. No force majeure which renders a Party unable to perform under this Agreement shall relieve a Party of its obligation to make the payments under Paragraph 5 of this Agreement. However, in the event of a force majeure lasting more than 120 days which causes a severe and unforeseen economic hardship, the Parties agree to meet and confer relating to adjusting the compensation under Paragraph 5 of this Agreement.

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

City of Hickory Hills	Village of Summit
Mayor Mike Howley	Mayor Sergio Rodriguez
8652 West 95 <sup>th</sup> Street	7321 West 59th Street
Hickory Hills, IL 60457	Summit, IL 60458

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

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

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

17. **Construction**. This Agreement is the end result of the combined effort of the Parties and has been jointly negotiated, drafted and reviewed by each Party and its respective attorneys. No one Party shall be deemed to have drafted this Agreement and no ambiguity in this Agreement shall be interpreted or construed against any Party. The City and the Village acknowledge that the law firm of Louis F. Cainkar Ltd. performs legal services for the Parties and has participated in drafting this Agreement.

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

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

CITY OF HICKORY HILLS

Mike Howley, Mayor

(SEAL)

ATTEST:

City Clerk

VILLAGE OF SUMMIT

ATTEST odriguez, President mbul

Village Clerk

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

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

#### WITNESSETH

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

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

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

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

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

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

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

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

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

5. Compensation.

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

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

### 7. Indemnification.

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

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

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

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

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

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

City of Hickory Hills	Hometown Fire Protection District
Mayor Mike Howley	President Jeff Reinheimer
8652 West 95 <sup>th</sup> Street	4301 Southwest Highway
Hickory Hills, IL 60457	Hometown, IL 60456

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

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

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

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

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

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

CITY OF HICKORY HILLS

Mike Howley, Mayor

(SEAL)

HOMETOWN FIRE PROTECTION DISTRICT

einheimer, President

( SEAL )

ATTEST:

Village Clerk

ATTEST:

Sec. of Board of Trustees

HOMETOWN FPD / General / draft dispatch agreement with Hickory Hills /315131

### SOUTHWEST CENTRAL 911 SYSTEM AND DES PLAINES VALLEY EMERGENCY TELEPHONE SYSTEM BOARD ALTERNATE ROUTING AGREEMENT

This Agreement made and entered into between the Southwest Central 9-1-1 System, an intergovernmental cooperation association and Emergency Telephone System Board and Southwest Central Dispatch, an intergovernmental cooperation association and Public Safety Answering Point, (herein after referred to as "SOUTHWEST911") and the Des Plaines Valley Emergency Telephone System Board, a 9-1-1 Authority and a Public Safety Answering Point (hereinafter referred to as "DVETSB").

#### WITNESSETH:

Whereas, DVETSB currently provides Enhanced 9-1-1 service to the City of Hickory Hills and the Villages of Bedford Park and Summit; and

Whereas, SOUTHWEST911 currently provides Enhanced 9-1-1 service to the Cities Palos Heights, Palos Hills and the Villages of Chicago Ridge, Crestwood, Lemont and Worth; and

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

Whereas, Article VII, Section 10 of the 1970 Illinois Constitution and Chapter 127, Section 748 of the Illinois Revised Statutes authorize an intergovernmental cooperation to enter into contracts with units of local government; and

Whereas, SOUTHWEST911 and DVETSB mutually desire to enter into an Agreement establishing SOUTHWEST911 as the location for alternate routing of 9-1-1 calls when all 9-1-1 lines to DVETSB are busy or in the event that DVETSB closes down for a period of time due to an emergency situation,

Now, Therefore, in consideration of the above premises, and also the mutual covenants contained herein, SOUTHWEST911 and DVETSB do hereby agree as follows:

1. Beginning upon the effective date of this Agreement, when, at any time, the 9-1-1 lines of DVETSB serviced by the AT&T Elk Grove Tandem Office are busy or in the event that DVETSB closes down for a period of time due to an emergency situation, DVETSB shall instruct AT&T to reroute these 9-1-1 calls to SOUTHWEST911 via their designated 9-1-1 trunks. SOUTHWEST911 agrees to process all calls rerouted to SOUTHWEST911 as set out above.

- 2. When there is a need for alternate routing, DVETSB will contact SOUTHWEST911 and advise the reason for the alternate routing request, the length of time the alternate routing will need to be in effect (if possible), provide personnel from DVETSB to assist SOUTHWEST911 and provide an estimated time of arrival of the DVETSB personnel to assist at SOUTHWEST911 dispatch center.
- 3. SOUTHWEST911 agrees to serve as DVETSB's backup PSAP without any compensation, except as provided in this Agreement.
- 4. Any notice permitted or required to be given hereunder by DVETSB or SOUTHWEST911 shall be in writing and shall be personally delivered or mailed, by registered or certified US Mail, postage prepaid, return receipt required, to the party to receive the same as follows:

Southwest Central 9-1-1 System Emergency System Telephone Board ATTN: Chairman 7611 W. College Drive Palos Heights, IL 60463-2071

Des Plaines Valley ETSB ATTN: Chief of Police 8800 W. 87 Street Hickory Hills, IL 60457

Notice by US Mail shall be considered served four (4) days after mailing.

- 5. This Agreement shall be effective when executed by the proper officials of SOUTHWEST911 and DVETSB. Unless otherwise terminated, this Agreement shall remain in effect perpetually until either SOUTHWEST911 or DVETSB notifies the other, by means of a one hundred and twenty (120) day notice, that this Agreement shall be terminated on a date no less than one hundred twenty (120) days after service of notice to terminate this Agreement.
- 6. If in the event a Court of proper jurisdiction determines that any paragraph or paragraphs of this Agreement are invalid, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement.
- This Agreement is not assignable by SOUTHWEST911 nor DVETSB and any purported assignment of this Agreement by SOUTHWEST911 or DVETSB shall be null and void, provided however SOUTHWEST911 or DVETSB shall be entitled to assign this
  Agreement to any successor entity of SOUTHWEST911 and DVETSB.

- 8. The persons signing the Agreement on behalf of SOUTHWEST911 or DVETSB warrant that they have actual authority to enter into this Agreement on behalf of SOUTHWEST911 and DVETSB respectively.
- 9. This Agreement constitutes the complete, final, and entire Agreement between SOUTHWEST911 and DVETSB regarding the subject matter of this Agreement.
- 10. Any modification to this Agreement must be in writing and signed by both SOUTHWEST911 and DVETSB.
- 11. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.
- 12. The effective date of this agreement shall be the latest date this Agreement is signed by SOUTHWEST911 and DVETSB.

IN WITNESS THEREOF, the undersigned governmental units have caused this Agreement to be duly executed.

SOUTHWEST911 1/2020 Bv: Gerald Bennett

Title: Chairman, ETSB Date:

**DVETSB** 

By:

Title: ETSB Board Member-Authorized Signer

Date: 07-17-20

# **TEST PLAN DESCRIPTION**

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

2) List wireline exchanges to be tested.

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

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