

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



State of Illinois

Application for
9-1-1 Modification Plan

INTRODUCTION

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

LONG FORM MODIFIED 9-1-1 PLAN:

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

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

The Modified Plan must include the following documents:

General Information	Contact and 9-1-1 System information.
Verification	Notarized statement of truth regarding information provided in the plan.
Letter of Intent	Letter that is sent to the 9-1-1 System Provider with a copy of the plan.
Plan Narrative	A summary of the changes of the proposed system's operation.
Financial Information	A summary of anticipated implementation costs and annual operating costs of the modified 9-1-1 system that are directly associated with 9-1-1 as well as the anticipated revenues.
5-Year Strategic Plan	A detailed plan for implementation and financial projections.
Communities Served	A list of all communities that are served by the 9-1-1 System.
Participating Agencies	A list of public safety agencies (Police, Fire, EMS, etc.) who are dispatched by the 9-1-1 System.
Adjacent Agencies	A list of public safety agencies (Police, Fire, EMS, etc.) that are adjacent to the 9-1-1 System's jurisdictional boundaries.

Attachments (if applicable):

Ordinance	Any local ordinances which dissolve an existing ETSB or creates a new ETSB.
Intergovernmental Agreement	Any intergovernmental agreements or MOU's creating a joint ETSB or any other agreements pertinent to the 9-1-1 system.
Contracts	Contract(s) with a 9-1-1 system provider or for NG-9-1-1 service.
Back-up PSAP Agreement	Establishes back-up and overflow services between PSAPs.
Network Diagram	Provided by the 9-1-1 system provider showing trunk routing and backup configuration.
Call Handling Agreements	Call handling agreements shall describe the primary and secondary dispatch method to be used by requesting parties within their respective jurisdictions.
Aid Outside Jurisdictional Boundaries Agreements	Aid outside normal jurisdictional boundaries agreements shall provide that once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

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

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

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



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

SHORT FORM MODIFIED 9-1-1 PLAN:

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

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

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

The notification should include:

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

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

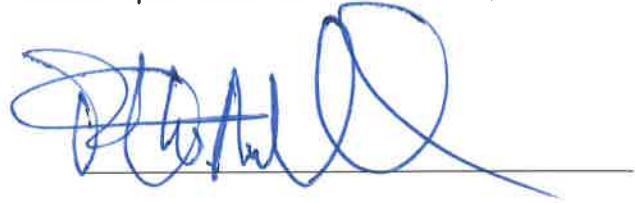
Attachments (if applicable):

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

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

VERIFICATION

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



Robert Marshall, ETSB Chairman

Subscribed and sworn to before me

this 29th day of August, 2017.

Cali B Reavy
NOTARY PUBLIC, ILLINOIS



9-1-1 SYSTEM PROVIDER LETTER OF INTENT

08/29/17

(Date)

Ms. Lisa Wirtanen, 9-1-1 System Delivery

(9-1-1 System Provider Company Representative)

AT&T

(9-1-1 System Provider Company Name)

4918 W. 95th Street, Floor #2

(Street Address)

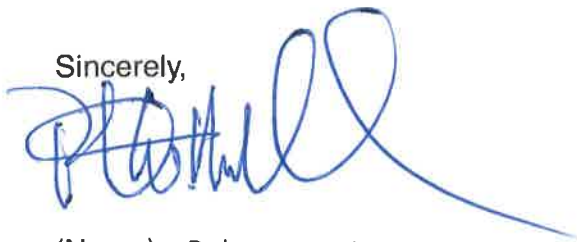
Oak Lawn, IL 60453

(City, State, Zip Code)

Dear Ms. Wirtanen :

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

Sincerely,



(Name) Robert Marshall

(Title) Chief of Police

enclosure: Modification Plan

NARRATIVE STATEMENT:

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

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

Plan Narrative:

The Naperville ETSB was issued a certificate of Authority to operate a 9-1-1 system in 1992, providing 9-1-1 services to the City of Naperville only, with AT&T providing 9-1-1 network services. The Kane County ETSB, formed in 1991, having completed previous consolidations in 2013, must now reduce the three (3) existing PSAPs to two (2) in order to remain in compliance with the Illinois Public Act 099-0006.

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

Neither the Naperville PSAP, under the Naperville ETSB, nor the Aurora PSAP, currently under the Kane County ETSB will be making modifications to their existing 9-1-1 call routing or database systems. The modification plan includes the transfer of revenue in reserves in the amount of \$504,000.00 from the Kane County ETSB to the Naperville ETSB.

The plan modification to allow the proposed change in governance is further supported by noticeable strong cooperation between the two adjacent large cities. The cities of Naperville and Aurora share a common, heavily traveled state highway border. The city of Naperville is divided into two (2) counties, DuPage and Will while the City of Aurora resides in four (4) counties, Kane, Kendall, DuPage and Will. In 2005, both the Cities of Naperville and Aurora joined the Northeast Illinois Communications Consortium with the goal of procuring an area-wide interoperable public safety radio system. Naperville and Aurora purchased and have been sharing a joint radio system since 2010. In 2010, Naperville PSAP and Aurora PSAP established reciprocal 9-1-1 call back up agreements. Since that time a common video conferencing system was added and opportunities for a common CAD vendor are also being explored.

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

Plan Narrative:

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

FINANCIAL INFORMATION

Annual recurring 9-1-1 network costs prior to modification	\$ <u>107,890.00</u>
Projected annual recurring 9-1-1 network costs after modification	\$ <u>284,984.00</u>
Installation cost of the project	\$ <u>0.00</u>
Anticipated annual revenues	\$ <u>3,809,637.00</u>

FIVE YEAR STRATEGIC PLAN FOR MODIFIED PLAN

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

Narrative:

Under this requested plan modification, the City of Aurora and Village of North Aurora would opt out of the Kane County ETSB and opt into the City of Naperville ETSB. Under the Naperville ETSB, there will be two (2) operating PSAPs: Naperville PSAP (Naperville) and Aurora PSAP (Aurora). Under the Kane County ETSB, there will be two remaining PSAPs: KaneComm PSAP (Geneva) and Tri-Com (St. Charles). Under the revised plan, Aurora PSAP will continue to dispatch for the Village of North Aurora.

This modification plan includes the transfer of revenue in reserves in the amount of \$504,000.00 from the Kane County ETSB to the Naperville ETSB, as well as future surcharge funds for Aurora.

All PSAPs currently are utilizing legacy 9-1-1 service, wireless Phase II. It would be our plan to have the Aurora and Naperville PSAP's migrate to NG9-1-1 under the Naperville ETSB and have the KaneComm PSAP and Tri-Com PSAP migrate to NG9-1-1 under the Kane County ETSB, once the State of Illinois has implemented a digital 9-1-1 network capable of supporting secure 9-1-1 calls for service. This migration is expected to be completed in/about the year 2020.

Over the next five (5) years, both the Kane County and Naperville ETSBs plan to continue to be proactive in using the best technology available for delivering 9-1-1 services.

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
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ADJACENT AGENCIES LIST

Provide a list of public safety agencies and existing 9-1-1 Systems that are adjacent to the proposed system's boundaries. Each agency that appears on this list should also have signed a call handling agreement and/or aid outside jurisdictional boundaries.

AGENCY	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER
DuPage County ETSB	421 N. County Farm, Wheaton, IL 60187	(630) 550-7743
Illinois State Police	801 S. Seventh St., Springfield, IL 62794	(217) 782-8531
Kane County ETSB	PO Box 191, Geneva, IL 60134	(630) 232-3571
Kendall County ETSB	1102 Cornell Ln., Yorkville, IL 60560	(630) 553-0595
KenCom	1102 Cornell, Ln., Yorkville, IL 60560	(630) 553-0911
Will County ETSB	2561 Division Street Suite 100, Joliet, IL 60435	(815) 725-1911
Laraway Communications Center (new)	16911 Laraway, Joliet, IL 60433	(815) 725-1911
Lisle Police	5040 Lincoln Ave., Lisle, IL 60532	(630) 271-4200
Wescomm	24600 Presidential Av, Plainfield, IL 60544	(815) 439-2949
Lisle Fire / DuComm	600 Wall St, Glendale Heights, IL 60139	(630) 260-7503
North Aurora Police	200 S. Lincolnway, North Aurora, IL 60542	(630) 897-8705
Bolingbrook Police	375 W. Briarcliff Road, Bolingbrook, IL 60440	(630) 226-8400
Will County Sheriff	16909 W. Laraway, Joliet, IL 60433	(815) 774-6265

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
Allegiance	724 Professional Dr N, Shreveport, LA	(318) 212-0012
At&T IP	208 S. Akard Street, Dallas, TX	(210) 821-4105
Cbeyond	320 Interstate North, Atlanta, GA	(866) 424-5100
Cimco	1901 S. Meyers Rd #700, Oak Brook, IL	(630) 691-8080
Focal	1025 Eldorado Blvd, Broomfield, Colorado	(847) 453-8353
Frontier	212 W Van Buren, Chicago, IL	(312) 697-0934
GlobalCom	200 E Randolph St Flr. 23, Chicago, IL	(312) 583-9530
Intermedia	825 E Middlefield Rd, Mountain View, CA	(800) 378-7729
Level 3	1025 Eldorado Blvd, Broomfield, CO	(877) 453-8353
MCI	22001 Loudoun County Pkwy, Ashburn, VA	(877) 297-7816
Mcleod	4001 N. Rodney Parham Rd, Little Rock, AR	(800) 345-4484
MCG Com	515 S. Flower St, Los Angeles, CA	(800) 851-6705
Paetec	4001 N. Rodney Parham Rd, Little Rock, AR	(800) 345-4484
Sprint	6391 Sprint Parkway, Overland, KS	(866) 398-3284
TDS Metrocom	910 Harlem Rd, Machesney Park, IL	(815) 877-6874
World Com	6391 Sprint Parkway, Overland, KS	(866) 398-3284
XO Comm	4800 Concentric Blvd, Saginaw, MI	(888) 575-6398
AT&T Mobility	PO Box 97061, Redmond, WA	(800) 635-6840
Sprint PCS	6391 Sprint Parkway, Overland, KS	(866) 398-3284
T-Mobile	12920 SE 38th St, Bellevue, WA	(877) 653-7911
US Cellular	8410 W Bryn Mawr Av, Chicago, IL	(630) 875-8270
Verizon Wireless	3712 W Walnut St, Tampa, FL	(800) 483-0911
Vonage	223 Main Street, Holmdel, NJ	(866) 293-5674

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.

TEST PLAN DESCRIPTION

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

Naperville PSAP Backup and Overflow is Aurora PSAP/ No changes to current plan
Aurora PSAP Backup and Overflow is Naperville PSAP/ No changes to current plan

Aurora has an unmanned back up center at 3770 McCoy, Aurora.
Naperville has an unmanned backup center at 1392 Aurora suite 200, Naperville.

2) List wireline exchanges to be tested.

All 630 area code:

Sprint - 201, 335, 392, 618, 664, 768, 742, 806, 901

AT&T - 210, 224, 236, 245, 264, 305, 355, 357, 369, 375, 416, 420, 428, 429, 499, 505, 527, 548,
577, 579, 585, 637, 646, 649, 692, 713, 717, 718, 753, 778, 798, 799, 801, 813, 820, 844, 848, 851,
857, 859, 862, 892, 896, 897, 898, 904, 906, 907, 922, 955, 961, 966, 978, 979, 983

MCI Metro - 276, 696

Comcast - 229

Broadwing - 281, 299, 634, 839, 566

RCN - 301

MCI WorldCom - 300, 518

XO - 405, 723

USA Mobility - 349, 374, 763

Teleport - 423, 449, 870

T-Mobile - 362, 401, 701, 854, 864, 885, 788, 849

Global Crossing- 689

CELLCO - 453, 270, 450, 740

First Comm - 952

Ovation- 544, 631, 946, 947

Allegiance- 596

New Cingular- 687, 699, 853, 881, 995

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

AT&T Mobility 959, 463

Sprint 959, 463

T-Mobile 959, 463

US Cellular 959, 463

Verizon Wireless 959, 463

Vonage 959, 624

ORDINANCE NO. 92 - 231
AN ORDINANCE ESTABLISHING A MONTHLY SURCHARGE ON BILLED
SUBSCRIBERS OF NETWORK CONNECTION PROVIDED BY
TELECOMMUNICATION CARRIERS TO FUND AN ENHANCED 911 SYSTEM

WHEREAS, the Mayor and City Council find that the electors of the City of Naperville approved a binding referendum on November 3, 1992, establishing a monthly surcharge on billed subscribers of network connections provided by telecommunication carriers to fund an Enhanced 911 system in the City of Naperville.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NAPERVILLE, DUPAGE AND WILL COUNTIES, ILLINOIS, in exercise of its home rule powers that:

SECTION 1: A monthly surcharge in the amount of fifty cents (\$0.50) is hereby authorized and directed to be imposed on all telephone subscribers passed through telecommunication carriers engaged in the business of transmitting messages by means of electricity originating within the corporate limits of the City of Naperville and terminating within the State of Illinois which surcharge shall fund an Enhanced 911 system for the residents of the City of Naperville.

SECTION 2: When used throughout this Ordinance, the following terms shall have the meanings ascribed to them in this Section:

"Basic System" means a telephone service which automatically

connects a person dialing the digits "911" to an established public safety answering point through normal telephone service facilities.

"Sophisticated System" means a basic system with the additional capability of automatic identification of the caller's number, holding the incoming call, reconnection on the same telephone line, clearing a telephone line, or automatic call routing or combinations of such capabilities.

"Network connections" means the number of voice grade communications channels directly between a subscriber and a telecommunications carrier's public switched network without the intervention of any other telecommunications carrier's switched network which would be required to carry the subscriber's inter-premises traffic, which connection is capable of providing access through the public switched network to a 911 Emergency Telephone System. For the purposes of this Ordinance, "telecommunication carrier" does not include a cellular or other mobile communication carrier.

"Service Address" means the location of the primary use of the network connection or connections.

"Transmitting messages" has the same meaning ascribed by Section 8-11-2 of the Illinois Municipal Code. (Taxation of Occupations or Privileges)

SECTION 3: The surcharge imposed by this Ordinance shall be effective beginning on the first day of the month following the expiration of ninety (90) days from the date the City Clerk

certifies to any of the telecommunication carriers who are subject to the surcharge that the referendum referred to in preamble to this Ordinance has passed.

SECTION 4: The City Clerk shall provide any telecommunications carrier subject to the surcharge imposed by this Ordinance with a certified list of those network connections assigned to the City of Naperville exempt from imposition of the surcharge. The certified list may be revised by the City on sixty (60) days prior written notice to the telecommunications carriers.

SECTION 5: For the purposes of computing the surcharge imposed by Section 1 of this Ordinance, the network connections to which the surcharge shall apply shall be those in-service network connections, other than those network connections assigned to the City of Naperville, where the service address for each such network connection or connections is located within the corporate limits of the City of Naperville, DuPage and Will Counties, Illinois.

SECTION 6: With respect to network connections provided for use with pay telephone services for which there is no billed subscriber, the telecommunications carrier providing the network connection shall be deemed to be its own billed subscriber for purposes of applying the surcharge.

SECTION 7: The surcharge authorized by this Ordinance shall be collected from the subscribers by the telecommunications carrier providing the network connection as a separately stated item on the subscriber's bill.

SECTION 8: The telecommunications carrier collecting the surcharge shall also be entitled to deduct three (3%) per cent of the gross amount of the surcharge collected to reimburse the telecommunications carrier for the expense of accounting and collecting the surcharge.

SECTION 9: The amount of surcharge collected by the telecommunications carrier shall be paid to the City of Naperville no later than thirty (30) days after the surcharge is collected, net of any network or other Basic 911 or Enhanced or Sophisticated 911 system charges then due to the particular telecommunications carrier, as shown on an itemized bill. Such itemized bill shall show the name of the telecommunications carrier, its principal place of business, the number of network connections to which the surcharge applies, the amount of the surcharge due, and such other reasonable and related information as the City of Naperville may require.

SECTION 10: Any surcharge collected by or imposed on a telecommunications carrier pursuant to this Ordinance shall be held to be a special fund in trust for the City of Naperville. Except

for the three (3%) percent deduction provided in Section 8 above, the special fund shall not be subject to the claims of creditors of the telecommunication carrier.

SECTION 11: If it shall appear that an amount of surcharge has been paid which was not due under the provisions of this Ordinance, whether as the result of a mistake of fact or an error of law, then such amount shall be credited against any surcharge due, or to become due, under this Ordinance from the telecommunications carrier making the erroneous payments; provided that no amounts erroneously paid more than three (3) years prior to the filing of a claim therefor shall be so credited.

SECTION 12: No action to recover any amount of surcharge due under the provisions of this Ordinance shall be commenced more than three (3) years after the due date of such amount.

SECTION 13: In accordance with section 15.4 of the Emergency Telephone System Act, Ill.Rev.Stat.1991, ch. 124, par. 45.4, the Mayor and the City Council hereby establish the Emergency Telephone System Board (hereinafter BOARD), which shall:

1. Consist of five (5) members who shall serve without compensation, but shall be reimbursed for their actual, necessary and documented expenses;

2. Be appointed on the basis of their training, ability, or experience in the duties of the BOARD by the Mayor subject to the

approval of the City Council; and

3. Serve at the will of the Council and be removed upon a majority vote of the Council with or without cause.

SECTION 14: The BOARD shall consist of:

1. At least three (3) members who shall be representative of the 911 public safety agencies, including but not limited to:

- a) The Police department;
- b) The Fire department;
- c) The emergency medical services providers; and
- d) The emergency services and disaster agencies.

2. The BOARD shall consist of two (2) additional members who may include:

- a) A public member who is a resident of the local exchange service territory included in the 911 coverage area; and
- b) An elected public official.

SECTION 15:

1. The initial BOARD members shall serve staggered terms as follows:

- a) Two (2) members shall serve for a period of four (4) years;
- b) One (1) member shall serve for period of three (3) years;
- c) One (1) member shall serve for a period of two (2) years; and

- c) One (1) member shall serve for one (1) year.
2. Thereafter, BOARD member shall serve for a period of four (4) years or until a successor is nominated and approved.
 3. All terms shall expire on June 1st of each year.
 4. A BOARD member may be reappointed for successive four (4) year terms.
 5. Vacancies shall be filled for the unexpired term of the member being replaced in the same manner as all original appointments.

SECTION 16: Procedures, Officers, Rules and Reports.

1. The Mayor shall annually designate one of the members as chairman beginning with the first group of appointees. Immediately following their appointment, the members of the BOARD shall meet, organize, elect a secretary and such officers for annual terms as they may deem necessary, and shall adopt and amend as necessary, rules and regulations of organization and procedures consistent with the City's ordinances.

2. The BOARD shall meet at such times as it may be by resolution designate. Special meetings may be called by the chairman or any three (3) members of the BOARD, provided forty-eight (48) hours notice of such a special meeting is given to each member.

Service of such notice may be waived by any member. Notice of each meeting shall be given pursuant to the provisions of the Open Meetings Act.

3. Each member of the BOARD shall be entitled to one vote on all matters.

4. The BOARD shall keep written records of its proceedings which shall be open at all times to public inspection. Copies of all minutes of the BOARD shall be furnished to the City Council.

5. The BOARD shall issue such reports and recommendations as are requested by the City Council or the City Manager, in addition to matters which it may initiate by its own action.

6. Upon the request of the City Manager or the City Council, the BOARD shall respond to requests for reports or recommendations within sixty (60) days of receipt of the request, or report on the status of consideration of the matter providing an estimate of when the reported will be concluded.

7. The BOARD shall file its annual report with the City Council no later than November 1 of any year, setting forth its activities of the past year and its goals for the coming year.

SECTION 17: The powers and duties of the BOARD shall include, without limitation:

1. Planning a Emergency Telephone System;
2. Coordinating and supervising the implementation, upgrading or maintenance of the system, including the establishment of equipment specifications and coding systems;
3. Receiving monies from the surcharge imposed by this Ordinance and from any other source, for deposit into the Emergency Telephone System Fund (hereinafter the FUND).

4. Authorizing all disbursement from the FUND;
5. Hiring, on a temporary basis any staff necessary for the implementation or upgrade of the system;

SECTION 18: The Finance Director is hereby authorized and directed to establish and be the custodian of an interest bearing account designated as the Emergency Telephone System Fund for receipt of all surcharge and other monies paid or collected to fund the operation of the E911 system.

SECTION 18: No expenditure may be made from the FUND except upon the direction of the BOARD by resolution passed by majority of all members. Expenditures may be made only to pay for costs associated with:

1. The design of an Emergency Telephone System;
2. The coding of an initial Master Street Address Guide data base, and update and maintenance thereof;
3. The repayment of any monies advanced for the implementation of the system;
4. The charges for Automatic Number Identification and Automatic Location Identification equipment, and maintenance, replacement and update thereof;
5. The non-recurring charges related to installation of the Emergency Telephone System and ongoing network charges;
6. Other products and services necessary for the implementation, upgrade and maintenance of the system and any other

purposes related to the operation of the system, including:

a. Costs attributable directly to the construction, leasing, or maintenance of any buildings or facilities; or

b. Costs of personnel attributable directly to the operation of the system.

7. Costs directly attributable to the operation of an emergency telephone system do not include the costs of public safety agency personnel and equipment dispatched in response to an emergency call.

SECTION 19: The BOARD shall complete the data base before implementation of the E911 system. The error ratio of the data base shall not at any time exceed one (1%) percent of the total data base.

SECTION 20: The BOARD shall carry out its duties and obligations in accordance with all adopted City policies and ordinances to the extent that they lawfully apply.

SECTION 21: That this Ordinance shall be in effect forthwith upon its adoption, and all City ordinances or resolutions or parts of thereof which may be inconsistent herewith are hereby repealed to the extent of any inconsistency.

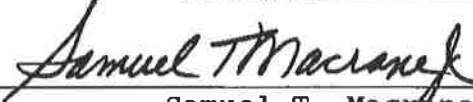
PASSED this 1ST day of DECEMBER, 1992.

AYES: SCHNEIDER, MACRANE, LESAGE, PIPER, SCHNEIDER

NAYS: TENISON, KRAUSE

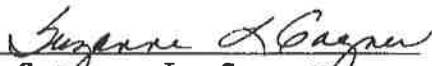
ABSENT: NONE

APPROVED this 2ND day of DECEMBER, 1992.



Samuel T. Macrane, Jr.
Mayor

ATTEST:


Suzanne L. Gagner
City Clerk

t\E911surc.ord

**AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF NAPERVILLE, THE CITY OF AURORA, AND THE
VILLAGE OF NORTH AURORA REGARDING THE FUNCTION OF THE
NAPERVILLE EMERGENCY TELEPHONE SYSTEM BOARD**

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

WHEREAS, Naperville ETSB was issued a Certificate of Authority to operate a 9-1-1 system by the Illinois Commerce Commission, Order #92-0158, Modification 10-0623; and

WHEREAS, since 1992 the Naperville ETSB has operated a 9-1-1 system that serves the residents of the City of Naperville; and

WHEREAS, the City of Aurora and the Village of North Aurora, Illinois municipal corporations, have been members of the Kane County Emergency Telephone System Board (hereinafter "Kane County ETSB") 9-1-1 System since its inception; and

WHEREAS, the City of Aurora and the City of Naperville have for many years provided failover 9-1-1 system services each for the other; and

WHEREAS, the City of Aurora at all times has maintained under the authority of the Kane County ETSB a public safety answering point (PSAP) at the Aurora Police Department which is responsible for answering 9-1-1 calls directed to the City of Aurora and to the Village of North Aurora and dispatching those calls to the appropriate public safety agency; and

WHEREAS, the City of Aurora and the Village of North Aurora recently came under the authority and jurisdiction of the Naperville ETSB; and

WHEREAS, the City of Aurora, Village of North Aurora and the City of Naperville are Illinois Municipal Corporations with the statutory power to enter into intergovernmental agreements between them, with the City of Aurora having an existing PSAP, and Naperville having an ETSB and an existing PSAP; and

WHEREAS, the City of Aurora and the City of Naperville have a history of collaboration to save taxpayers' dollars by participating in joint purchasing agreements of police communications technology including a shared Harris Radio System and a joint video conference system; and

WHEREAS, the City of Naperville, the City of Aurora and the Village of North Aurora desire to set forth the operational and functional aspects of the Naperville ETSB in an Intergovernmental Agreement.

NOW THEREFORE IT IS AGREED BY THE CITY OF NAPERVILLE, THE CITY OF AURORA, AND THE VILLAGE OF NORTH AURORA AS FOLLOWS:

1. All recitals set forth above are incorporated herein and made a part thereof, the same constituting the factual basis for this Agreement.
2. **Scope of Agreement.** This Agreement sets forth the operational and functional aspects of the Naperville ETSB now that the City of Aurora and Village of North Aurora are part of the jurisdictional boundaries of the Naperville ETSB. This Agreement does not create a Joint ETSB under the Emergency Telephone System Act, 50 ILCS 750/01 et seq. but rather memorializes the merger of the City of Aurora's existing PSAP into the existing Naperville ETSB.
3. **Public Safety Answering Points ("PSAP").** The Naperville ETSB will now have two PSAPs, one located at 1350 Aurora Ave., Naperville ("Naperville PSAP") and a second located at 1200 E. Indian Trail, Aurora ("Aurora PSAP"). The City of Aurora and City of Naperville will continue to operate and maintain their own respective PSAPs. The City of Aurora will provide PSAP services to the Village of North Aurora pursuant to its Agreement, "North Aurora Agreement," which is attached hereto as Exhibit A.
4. **Dispatching Services.** This Agreement will not change the status quo of dispatch services for the City of Naperville or the City of Aurora or their respective PSAPs. The City of Naperville will provide dispatch services to the applicable residents of Naperville. The City of Aurora will provide dispatch services to the applicable residents of Aurora. The City of Aurora will also provide any dispatch services set forth in the North Aurora Agreement.
5. **Funding.** The intent of this Agreement is to ensure that the surcharge funds collected from or attributable to City of Naperville residents support the Naperville PSAP and that the surcharge funds collected from or attributable to City of Aurora and Village of North Aurora residents support the Aurora PSAP. To the extent possible, the funds for the two PSAPs shall be kept separate and the funds distributed for each PSAP shall be used to support the respective PSAP. To the extent that the funds are not distributed by the State of Illinois or Illinois State Police to the specific PSAP, the Naperville ETSB shall take all steps to distribute the funds to the appropriate PSAP and shall reflect the intent of this Agreement. The Naperville ETSB shall distribute the revenues according to the ESN lines for wireline funds and by ZIP code from cell phone, Voice over Internet Protocol ("VoIP"), and other applicable wireless technology customer bills for wireless

funds to the corresponding municipality. The intent of this Agreement is further that the expenditures from the ETSB Fund are tied to the respective municipal PSAPs and that no municipality shall be able to block or require the use or expenditure of another municipality's PSAP funds.

6. **ETSB Board.** The Naperville ESTB Board shall be amended include representation from the City of Aurora and Village of North Aurora. The members of the Naperville ETSB Board shall include:
 - a. Naperville Police Chief (Chairman)
 - b. Aurora Police Chief
 - c. North Aurora Police Chief
 - d. Naperville Fire Chief
 - e. Aurora Fire Chief
 - f. City Council Member from Naperville
 - g. City Council Member from Aurora
 - h. Naperville PSAP Director
 - i. Aurora PSAP Director (non-voting member)
 - j. Two (2) Naperville Residents; and
 - k. Aurora Resident

If the Naperville Police Chief, Aurora Police Chief, North Aurora Police Chief, Naperville Fire Chief, or Aurora Fire Chief are unable to attend a Naperville ETSB Board meeting, the absent Chief may, in said Chief's sole discretion, designate an employee from their respective department to attend the meeting in the absent Chief's stead. The absent Chief's designee shall serve as a proxy for the absent Chief and have all of the rights and responsibilities of the absent Chief including the right to vote on all matters before the Naperville ETSB Board.

The Naperville ETSB Board shall adopt a policy to allow members to participate electronically. In the event of a tie, the Board Chairman shall cast the tie-breaking vote.

The City of Naperville shall pass an ordinance amending the Naperville ETSB Board to reflect this Agreement.

7. **Equipment.** The intent of the Parties is that each municipality will be responsible for purchasing and maintaining its own equipment. Nothing in this Agreement shall require any municipality to pay for the maintenance, repair or replacement of the other municipality's equipment. However, nothing in this Agreement shall prohibit the Parties from agreeing to cooperate in the purchase, maintenance, repair or replacement of equipment.
8. **Backup/assistance.** The City of Naperville and the City of Aurora shall serve as the other's failover 9-1-1 system provider as is currently the arrangement between the Parties, a copy of the 9-11 Failover Agreement is attached as Exhibit [A].

9. **Liabilities.** As the dispatch services are being assumed by the separate PSAPs, The City of Naperville shall be responsible for any and all liability associated with the City of Naperville's dispatch services and Naperville's PSAP. Likewise, the City of Aurora shall be responsible for any and all liability associated with the City of Aurora's dispatch services and Aurora's PSAP. The City of Aurora and the Village of North Aurora further agree to release, defend and hold the Naperville ETSB and the City of Naperville and its officers, employees and agents harmless from and against any and all injury, claim, demand, suit, cause of action, judgment, execution, liability, debt, losses, damages or penalty as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever, (the "Claims") that may at any time arise out of, result from, or be alleged to arise out of or result from or in any manner connected with, directly or indirectly, City of Aurora and Village of North Aurora's operation of City of Aurora's PSAP or City of Aurora or Village of North Aurora's dispatching or police services. The City of Naperville further agree to release, defend and hold the Village of North Aurora and the City of Aurora and its officers, employees and agents harmless from and against any and all injury, claim, demand, suit, cause of action, judgment, execution, liability, debt, losses, damages or penalty as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever, (the "Claims") that may at any time arise out of, result from, or be alleged to arise out of or result from or in any manner connected with, directly or indirectly, City of Naperville's operation of City of Naperville's PSAP or City of Naperville's dispatching or police services.

10. **General Provisions.**

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by facsimile. Facsimile notices shall be deemed valid upon confirmed transmission followed by notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt or the date of confirmed fax transmission. By notice complying with the requirements of this Section 9.A, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to Naperville shall be addressed to, and delivered at, the following address:

City of Naperville
400 S. Eagle Street
Naperville, IL 60540
Attention: City Manager and Police Chief

With a copy to:

Jill Pelka-Wilger
400 S. Eagle Street
Naperville, IL 60540

Notices and communications to Aurora shall be addressed to, and delivered at, the following address:

City of Aurora
44 E. Downer Place
Aurora, IL 60505
Attention: City Manager and Police Chief

With a copy to:

Alayne Weingartz
44 E. Downer Place
Aurora, IL 60505

B. Time of the Essence. Time is of the essence in the performance of this Agreement.

C. 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.

D. Non-Waiver. No party shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of any party to exercise at any time any right granted to such party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the party's right to enforce that right or any other right.

E. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is

required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

F. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois. The Parties agree that any disputes which arise as a result of this Agreement will be heard in a court of competent jurisdiction located in the Eighteenth Judicial Circuit, DuPage County Illinois.

G. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

H. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

I. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

J. Exhibits. Exhibit A attached to this Agreement is, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

K. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with applicable law.

L. Changes in Laws. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the future.

M. Authority to Execute. Each party hereby ~~warrants~~ and represents to the other parties that the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of such party.

N. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against the City of Aurora, the City of North Aurora and the City of Naperville.

O. Force Majeure. Neither the City of Naperville, the Naperville ETSB, the City of Aurora nor the Village of North Aurora will be obligated to perform any of their obligations hereunder if prevented from doing so by reasons outside of their reasonable control, including, but not limited to, events of force majeure.

P. Assignment. Neither the City of Naperville, the Naperville ETSB, the City of Aurora nor the Village of North Aurora will assign, delegate or otherwise transfer all or any part of their rights or obligations under this Agreement, or any part hereof, unless as approved in writing by the other party. The absence of written consent will void the attempted assignment, delegation or transfer and will render it of no effect.

Q. Cooperation. The City of Naperville, the Naperville ETSB, the City of Aurora and the Village of North Aurora agree at all times to use their best efforts to cooperate fully with one another in the implementation of this Agreement.

R. Counterparts. This Agreement may be comprised of several identical counterparts, each of which may be fully executed by the Parties hereto and, once executed, will be deemed an original having identical legal effect.

S. Non Liability of Public Officials. No official, employee or agent of the City of Naperville, the Naperville ETSB, the City of Aurora or the Village of North Aurora will be charged personally by the other party with any liability or expense of defense or be held personally liable under any term or provision of this Agreement or because of the City of Naperville, the Naperville ETSB, the City of Aurora or the Village of North Aurora's execution or attempted execution or because of any breach hereof.

DATED this 1st day of December, 2016.

Steve Chiaro
Mayor, City of Naperville

Regina Thomas
Mayor, City of Aurora

Dale Berna
President, Village of North Aurora

ATTEST: Tom Gallagher
City Clerk, City of Naperville

ATTEST: Wendy McCambrey
City Clerk, City of Aurora

ATTEST: Lesli Murray
Village Clerk, Village of North Aurora

By: Cynthia Serrano
DEPUTY CLERK



By: Sara Townsend, Deputy City Clerk

Aurora Opt Out Agreement

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

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

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

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

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

WHEREAS, Naperville ETSB was issued a Certificate of Authority to operate a 9-1-1 system by the Illinois Commerce Commission, Order #92-0158, Modification 10-0623; and

WHEREAS, since 1992, the Naperville ETSB has operated a 9-1-1 system that serves the residents of the City of Naperville; and

WHEREAS, the City of Aurora and the Village of North Aurora, Illinois municipal corporations, have been members of the Kane County ETSB 9-1-1 System since its inception; and

WHEREAS, the City of Aurora at all times has maintained under the authority of the Kane County ETSB a public safety answering point (hereinafter "PSAP") at the Aurora Police Department which is responsible for answering 9-1-1 calls directed to the City of Aurora and to the Village of North Aurora and dispatching those calls to the appropriate public safety agency; and

WHEREAS, the Village of North Aurora contracts with the City of Aurora for police dispatch services and receives those services from the City of Aurora; and

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

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

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

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

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

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

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

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

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

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

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

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

DATED this 1st day of December, 2016.

Roger F. [Signature]
Chairman, Kane County Emergency
Telephone System Board

ATTEST: [Signature]
Secretary, Kane County Emergency
Telephone System Board

Steve [Signature]
Mayor, City of Naperville

ATTEST: [Signature]
City Clerk, City of Naperville



[Signature]
Mayor, City of Aurora

ATTEST: [Signature]
City Clerk, City of Aurora
By: [Signature] Deputy City Clerk

Dale [Signature]
President, Village of North Aurora

ATTEST: [Signature]
Village Clerk, Village of North Aurora
By: [Signature] DEPUTY CLERK

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

6. If in the event a court of proper jurisdiction determines that any portion or portions of this Agreement are invalid, the parties agree that such invalidity shall not, to the extent permitted by law, affect the validity of the remaining portions of this Agreement.
7. This Agreement shall not be assigned by either Kane ETSB or the City of Naperville and any purported assignment of this Agreement by Kane ETSB or the City of Naperville shall be null and void, provided however, Kane ETSB or Naperville shall be entitled to assign this Agreement to any successor entity of Kane ETSB or the City of Naperville.
8. The persons executing this Agreement on behalf of Kane ETSB or City of Naperville warrant that they have actual authority to enter into this Agreement on behalf of Kane ETSB and City of Naperville.
9. Indemnification of the City of Naperville. The Kane County ETSB agrees to defend, indemnify and hold the City of Naperville, its officers, directors, agents and employees, harmless from and against any actual loss, liability, cost or expense (including reasonable attorneys' fees and court costs) which Kane ETSB may sustain or incur if, and to the extent that, such loss, liability, cost or expense arises out of the negligence or willful misconduct of the City of Naperville, its officers, directors, agents or employees.
10. This Agreement constitutes the complete, final, and entire Agreement between the Kane ETSB and the City of Naperville with regard to the subject matter of this Agreement, and it supersedes any prior agreements, either written or oral, between the parties.
11. Any modification to this Agreement shall be null and void unless the modification is in writing and executed by both the Kane ETSB and the city of Naperville.
12. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

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

Kane County Emergency Telephone Board

BY:

Roger F. Schmidt

Date:

7/15/2010

City Of Naperville

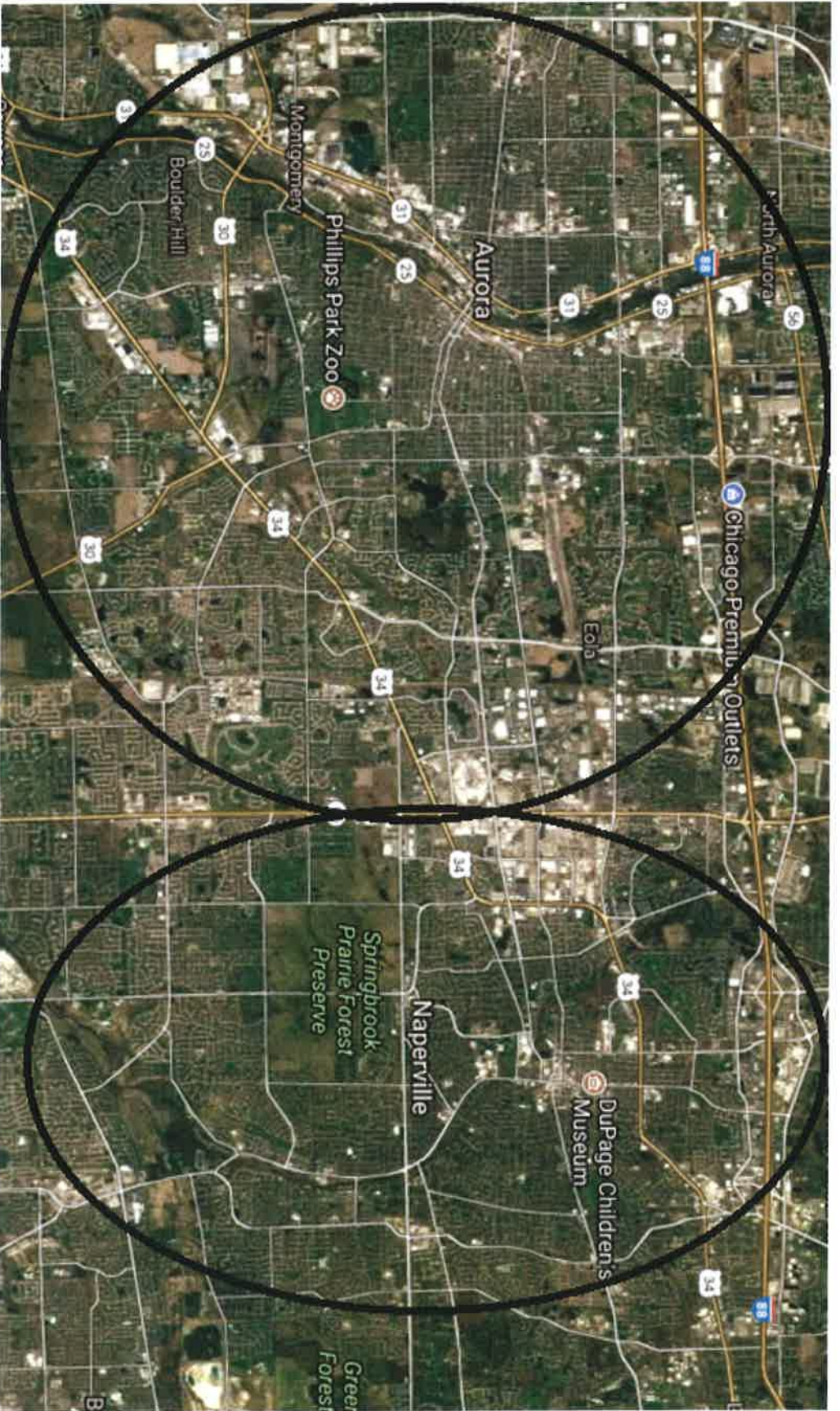
BY:

Wayne A. Kaji

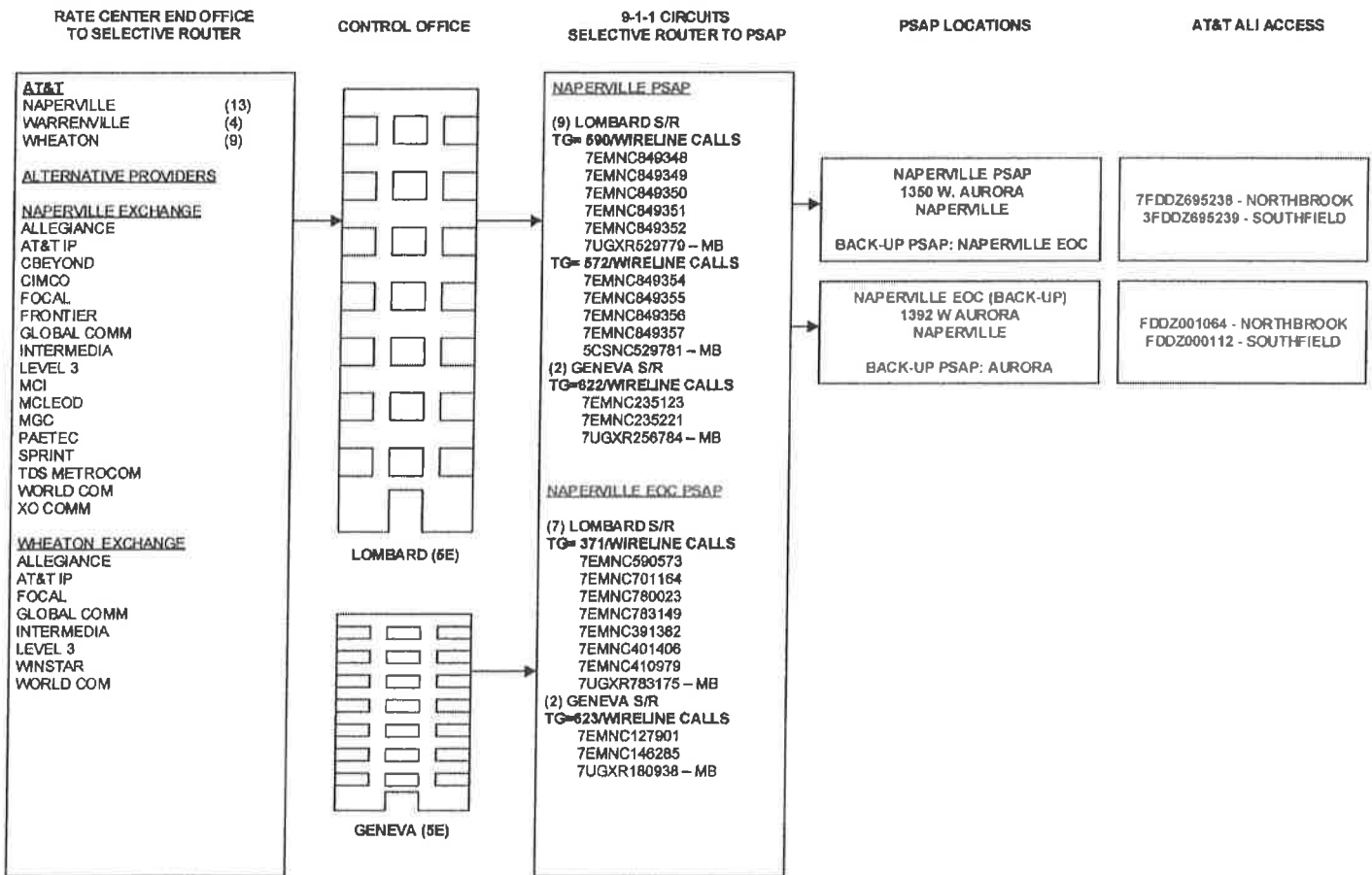
Date:

8/19/10

Naperville-Aurora Proximity Map



NAPERVILLE
 CUTOVER DATE: 12-18-1991
 PROPOSED



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

ALTERNATIVE PROVIDERS ———

BATAVIA EXCHANGE:

AT&T IP
 CMCO
 FOCAL
 MCLEOD
 PAETEC
 TDS METROCOM
 XO COMM

BIG ROCK EXCHANGE:

FOCAL

ELBURN EXCHANGE:

GLOBAL COM

GENEVA EXCHANGE:

FOCAL
 GLOBAL COM
 LEVEL 3
 MGC
 WORLD COMM

KANEVILLE EXCHANGE:

FOCAL

PLANO EXCHANGE:

AT&T IP
 FOCAL

ST. CHARLES EXCHANGE:

FOCAL
 GLOBAL COM
 LEVEL 3
 MCI
 MFS
 MGC

SUGAR GROVE EXCHANGE:

LEVEL 3
 WINSTAR

AURORA EXCHANGE:

AT&T IP

CEBYOND

CMCO

FOCAL

GLOBAL COM

LEVEL 3

MCLEOD

MFS

MGC

PAETEC

SPRINT

TDS METROCOM

XO COMM

**AURORA PSAP
 PROPOSED**



AURORA PSAP

(6) GENEVA S/R

TG= 583/WIRELINE CALLS

7EMXS158854
 7EMXS159937
 7EMXS167365
 7EMXS166348
 7EMXS477491
 7EMXS501347

7UGXR160001 – MAKE BUSY

(4) LOMBARD S/R

TG= 642/WIRELINE CALLS

7EMXS182674
 7EMXS186663
 7EMXS477492
 7EMXS505231

7UGXR143304 – MAKE BUSY

AURORA BACK-UP PSAP

(6) GENEVA S/R

TG= 865/WIRELINE CALLS

7EMXS055578
 7EMXS031558
 7EMXS023544
 7EMXS011281
 7EMXS505265
 7EMXS470289

7UGXR097341 – MAKE BUSY

(4) LOMBARD S/R

TG= 642/WIRELINE CALLS

7EMXS137381
 7EMXS139345
 7EMXS514797
 7EMXS476944

7UGXR107128 – MAKE BUSY

AURORA PSAP
 1200 E INDIAN TRAIL ROAD, AURORA
 BACK-UP PSAP: AURORA BACK-UP

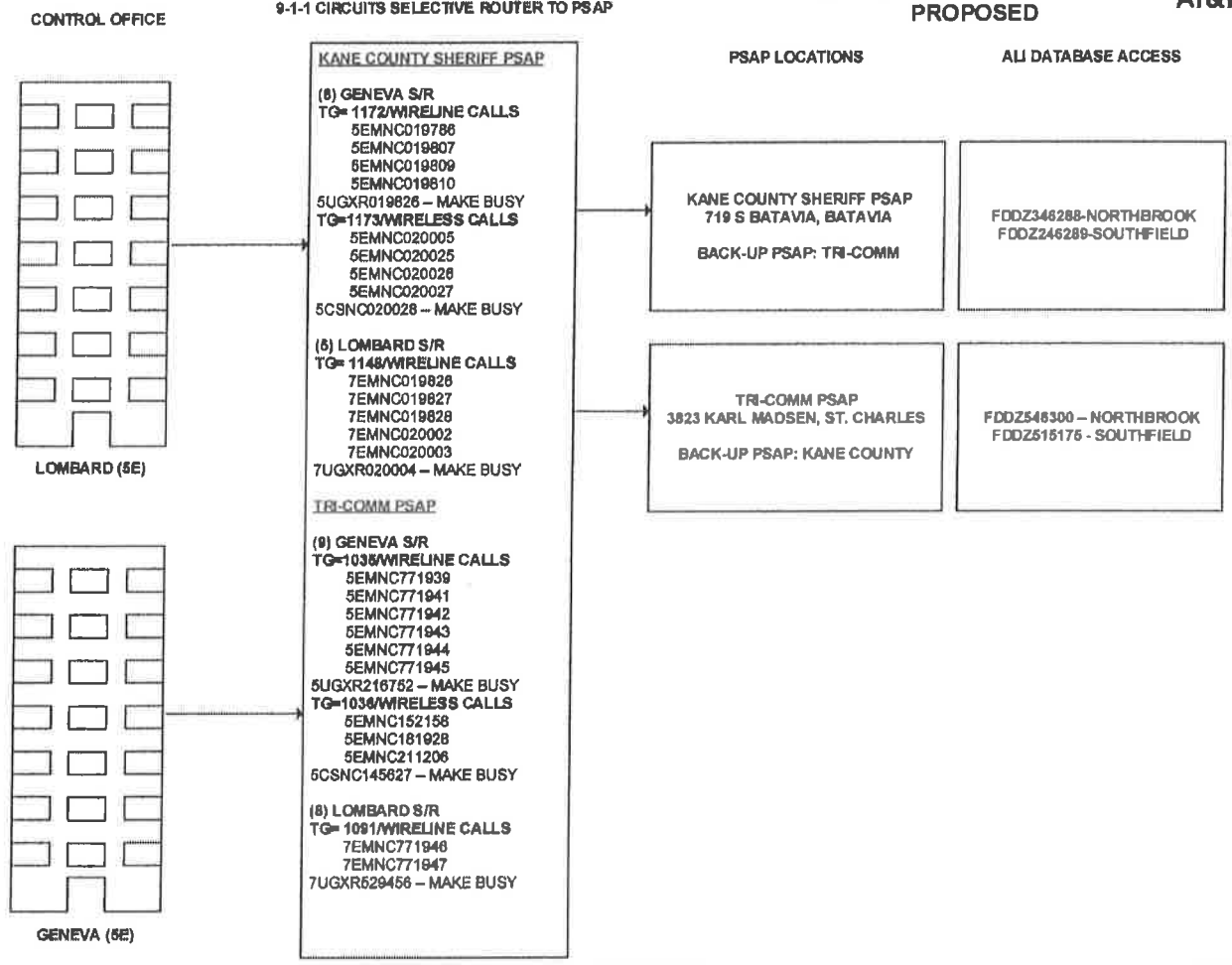
FDDZ020021-NORTHBROOK
 FDDZ091777-SOUTHFIELD

CUSTOMER
 BONET

AURORA BACK-UP PSAP
 3770 MCCOY AVE, AURORA
 BACK-UP PSAP: NAPERVILLE

FDDZ020021-NORTHBROOK
 FDDZ091777-SOUTHFIELD

**KANE COUNTY ETSB
KANE COUNTY / SOUTH ELGIN
PROPOSED**



Naperville

December 22, 2016

Captain Felix Canizares
Bureau Chief of Communications Services
Illinois State Police
801 S. 7th St, Suite 300A
Springfield, IL 62703

Captain Canizares,

In accordance with the Emergency Telephone Systems Act (50 ILCS 750), this letter will serve as the annual certified notification of the continuation of your Call Handling Agreement with the City of Naperville Public Safety Answering Point. It will further serve as notification of our intent to continue to operate under the terms paraphrased below, which reflect notification methods in keeping with current technology:

CALL HANDLING:

In the event that a call for emergency service in your jurisdiction is received in the Naperville PSAP, that call shall be dispatched in the following manner:

Primary: Via telephone using E9-1-1 routing to provide ANI and ALI information

Secondary: Via Common Radio interconnects: 155.370 MHz (Point-to-Point) or 154.265 MHz (IFERN)

AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its services to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries. Calls of an administrative or non-emergency nature will be referred to your published telephone number.

All other terms of the agreement continue as originally approved.

Unless you intend to modify the original agreement, there is no need to respond to this letter. If you wish to change the agreement for any reason, please notify our agency in writing. Unless such notification is received by January 31, 2017, it is assumed that this agreement remains in full force and effect. If you have any concerns on this matter, please contact me at 630.305.5976.

Sincerely,

Kalah M. Considine
Communications Commander



Naperville

December 22, 2016

Communications Supervisor Danielle Hennegan
Will County Sheriff's Office
16909 W. Laraway Rd
Joliet, IL 60433

Communications Supervisor Hennegan,

In accordance with the Emergency Telephone Systems Act (50 ILCS 750), this letter will serve as the annual certified notification of the continuation of your Call Handling Agreement with the City of Naperville Public Safety Answering Point. It will further serve as notification of our intent to continue to operate under the terms paraphrased below, which reflect notification methods in keeping with current technology:

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Sincerely,

Kalah M. Considine
Communications Commander



Naperville

December 22, 2016

Director Jenny Bostick
DuPage County Sheriff's Office
501 N. County Farm Rd
Wheaton, IL 60187

Director Bostick,

In accordance with the Emergency Telephone Systems Act (50 ILCS 750), this letter will serve as the annual certified notification of the continuation of your Call Handling Agreement with the City of Naperville Public Safety Answering Point. It will further serve as notification of our intent to continue to operate under the terms paraphrased below, which reflect notification methods in keeping with current technology:

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Sincerely,

Kalah M. Considine
Communications Commander



Naperville

December 22, 2016

Executive Director Steve Rauter
WesCom/ Plainfield Police & Fire
24600 W. Presidential Ave
Plainfield, IL 60544

Executive Director Rauter,

In accordance with the Emergency Telephone Systems Act (50 ILCS 750), this letter will serve as the annual certified notification of the continuation of your Call Handling Agreement with the City of Naperville Public Safety Answering Point. It will further serve as notification of our intent to continue to operate under the terms paraphrased below, which reflect notification methods in keeping with current technology:

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Sincerely,

Kalah M. Considine
Communications Commander



Naperville

December 22, 2016

Director Lynette Bergeron
KenComm/ Oswego Police & Fire
1102 Cornell Ln
Yorkville, IL 60560

Director Bergeron,

In accordance with the Emergency Telephone Systems Act (50 ILCS 750), this letter will serve as the annual certified notification of the continuation of your Call Handling Agreement with the City of Naperville Public Safety Answering Point. It will further serve as notification of our intent to continue to operate under the terms paraphrased below, which reflect notification methods in keeping with current technology:

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Sincerely,

Kalah M. Considine
Communications Commander



Naperville

December 22, 2016

Executive Director Brian Tegtmeyer
DuComm / Lisle Police -Fire
600 Wall St
Glendale Heights, IL 60139

Executive Director Tegtmeyer,

In accordance with the Emergency Telephone Systems Act (50 ILCS 750), this letter will serve as the annual certified notification of the continuation of your Call Handling Agreement with the City of Naperville Public Safety Answering Point. It will further serve as notification of our intent to continue to operate under the terms paraphrased below, which reflect notification methods in keeping with current technology:

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Sincerely,

Kalah M. Considine
Communications Commander



Naperville

December 22, 2016

Chief Dave Anderson
Lisle Police Department
5040 Lincoln Av
Lisle, IL 60532

Chief Anderson,

In accordance with the Emergency Telephone Systems Act (50 ILCS 750), this letter will serve as the annual certified notification of the continuation of your Call Handling Agreement with the City of Naperville Public Safety Answering Point. It will further serve as notification of our intent to continue to operate under the terms paraphrased below, which reflect notification methods in keeping with current technology:

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Sincerely,

Kalah M. Considine
Communications Commander



Naperville

December 22, 2016

Chief Kristen Ziman
Aurora Police Department
1200 E. Indian Trail Rd.
Aurora, IL 60505

Chief Ziman,

In accordance with the Emergency Telephone Systems Act (50 ILCS 750), this letter will serve as the annual certified notification of the continuation of your Call Handling Agreement with the City of Naperville Public Safety Answering Point. It will further serve as notification of our intent to continue to operate under the terms paraphrased below, which reflect notification methods in keeping with current technology:

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Sincerely,

Kalah M. Considine
Communications Commander



Naperville

December 22, 2016

Public Safety Director Tom Ross
Bolingbrook Police Department
375 W. Briarcliff Rd.
Bolingbrook, IL 60440-0951

Chief Ross,

In accordance with the Emergency Telephone Systems Act (50 ILCS 750), this letter will serve as the annual certified notification of the continuation of your Call Handling Agreement with the City of Naperville Public Safety Answering Point. It will further serve as notification of our intent to continue to operate under the terms paraphrased below, which reflect notification methods in keeping with current technology:

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Sincerely,

A handwritten signature in cursive script that reads "Kalah M. Considine".

Kalah M. Considine
Communications Commander



Naperville

January 20, 2017

Will County 9-1-1 Emergency Telephone System
2561 Division Street, Suite 101
Joliet, IL 60435-9043

ATTENTION: Steve Figved, Chief Administrator

Dear Mr. Figved:

Please find enclosed one fully executed copy of the Will County Sheriff's Police PSAP Agreement with the Naperville Fire Protection District.

If you have any questions, please call me at 630/420-6161.

Sincerely,

Robert W. Marshall
Chief of Police

RWMpkm

Encl.

**WILL COUNTY SHERIFF'S POLICE
PSAP AGREEMENT**

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP" and **NAPERVILLE FIRE PROTECTION DISTRICT**, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

WILL COUNTY SHERIFF'S POLICE PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: (State Specific Procedures)

Dispatch to your communications center via telephone to your listed emergency number of 630/420-0911

Secondary: (State Specific Procedures)

Dispatch to your communications center via point to point radio on NIFERN frequency 155.370 MHz

AID OUTSIDE JURISDICTION BOUNDARY

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 record, times, and places of 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 calls and the disposition of each call received.

All agreements, management, records and services will be the responsibility of the advisory and policy board.

Any agreements or changes in agreements and operating policies must be approved by the advisory board.

WILL COUNTY SHERIFF'S PSAP

BY *D. Perry*

TITLE *Records/Comm. Admin.*

DATE *12-14-14*

NAPERVILLE FIRE PROTECTION DIST.

BY *[Signature]*

TITLE *Police Chief*

DATE *1/19/17*

**LARAWAY COMMUNICATIONS CENTER
CALL HANDLING/AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT
FOR 9-1-1 EMERGENCY COMMUNICATIONS**

This agreement is made between the **Laraway Communications Center (LCC)**, and **Naperville 9-1-1 Center** for the purpose of effective handling and routing of 9-1-1 emergency calls.

Laraway Communications Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

PRIMARY:

Dispatch to our PSAP via telephone to our listed emergency number of (630) 420-0911.

SECONDARY:

Dispatch to our PSAP via point to point radio on NIFERN frequency 155.37000 MHz.

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 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 according to State of Illinois Administrative Rules and internal police. It shall be the responsibility of your agency to maintain the report of the call and the disposition of each call receive according to State of Illinois Administrative Rules and internal policy. All agreements, management, records, and service will be the responsibility of the 9-1-1 authority.

LARAWAY COMMUNICATIONS CENTER

Name: _____

Sign _____

Date: _____

Naperville 9-1-1 Center

Name: Chief Robert Marshall _____

Sign:  _____

Date: 8/9/17 _____