

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



**State of Illinois**

**Application for**  
**9-1-1 Consolidation Plan**

# INTRODUCTION

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

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

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

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

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

<b>General Information</b>	Contact and 9-1-1 System information.
<b>Verification</b>	Notarized statement of truth regarding information provided in the plan.
<b>Letter of Intent</b>	Letter that is sent to the 9-1-1 System Provider with a copy of the plan.
<b>Plan Narrative</b>	A summary of the changes of the proposed system's operation.
<b>Financial Information</b>	A summary of anticipated implementation costs and annual operating costs of the consolidated or modified 9-1-1 system that are directly associated with 9-1-1 as well as the anticipated revenues.
<b>5-Year Strategic Plan</b>	A detailed plan for implementation and financial projections.
<b>Communities Served</b>	A list of all communities that are served by the 9-1-1 System.
<b>Participating Agencies</b>	A list of public safety agencies (Police, Fire, EMS, etc.) who are dispatched by the 9-1-1 System.
<b>Adjacent Agencies</b>	A list of public safety agencies (Police, Fire, EMS, etc.) that are adjacent to the 9-1-1 System's jurisdictional boundaries.
<b>Attachments (if applicable):</b>	
<b>Ordinance</b>	Any local ordinances which dissolve an existing ETSB or creates a new ETSB.
<b>Intergovernmental Agreement</b>	Any intergovernmental agreements or MOU's creating a joint ETSB or any other agreements pertinent to the 9-1-1 system.
<b>Contracts</b>	Contract(s) with a 9-1-1 system provider or for NG-9-1-1 service.
<b>Back-up PSAP Agreement</b>	Establishes back-up and overflow services between PSAPs.
<b>Network Diagram</b>	Provided by the 9-1-1 system provider showing trunking routing and backup configuration.
<b>Call Handling Agreements</b>	Call handling agreements shall describe the primary and secondary dispatch method to be used by requesting parties within their respective jurisdictions.
<b>Aid Outside Jurisdictional</b>	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

<b>Boundaries Agreements</b>	shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.
<b>Carrier Listing</b>	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.
<b>Test Plan</b>	The 911 System's overall plan detailing how and to what extent the network and data base will be tested.

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

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



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

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

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

<b>General Information</b>	Contact and 9-1-1 System information.
<b>Plan Narrative</b>	A detailed summary of the changes in the proposed system's operation.
<b>Attachments (if applicable):</b>	
<b>Network Diagram</b>	Provided by the 9-1-1 system provider showing trunking routing and backup configuration
<b>Call Handling Agreements</b>	Call handling agreements shall describe the primary and secondary dispatch method to be used by requesting parties within their respective jurisdictions.



# VERIFICATION

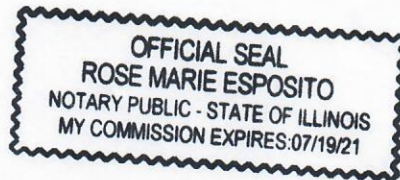
I, Anthony J. Stua, first being duly sworn upon oath, depose and say that I am Director, of CERC-CC; that I have read the foregoing plan by me subscribed and know the contents thereof; that said contents are true in substance and in fact, except as to those matters stated upon information and belief, and as to those, I believe same to be true.

\_\_\_\_\_  
Anthony J. Stua

Subscribed and sworn to before me

this 30 day of May, 20 18.

Rose Marie Esposito  
NOTARY PUBLIC, ILLINOIS



# 9-1-1 SYSTEM PROVIDER LETTER OF INTENT

Jan 31st, 2018

(Date)

Lisa Wirtanen

(9-1-1 System Provider Company Representative)

AT&T Governmental Services

(9-1-1 System Provider Company Name)

4918 W 95th St

(Street Address)

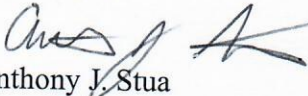
Oak Lawn, IL, 60453

(City, State, Zip Code)

Dear Lisa Wirtanen :

This letter is to confirm our intent to consolidate our 9-1-1 System with (Name all 9-1-1 authorities that will be involved). Enclosed is your copy of our consolidation plan to be filed with the Department of the Illinois State Police for approval. Thank you for your assistance in this matter.

Sincerely,



Anthony J. Stua

Director-Consolidated Emergency Response Center of Cook County

enclosure: Consolidation Plan

# PLAN NARRATIVE

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

1.	Do all of your PSAPs meet all of the requirements defined in 1325.415 and 1325.515	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2.	Type of Radio/Telecommunications systems compatible with participating and adjacent agencies.	<input type="checkbox"/> STARCOMM21 <input type="checkbox"/> STARCOMM21 ITTF channels only <input checked="" type="checkbox"/> Other, explain below
<p>Cicero PD will continue to operate on the UHF Frequency (476.76250) , Stickney PD will continue to operate on the Cook County Radio Network encrypted talkgroup. Both Cicero and Stickney FD operate on the VHF West Suburban Fire Network (154.19)</p>		
3.	Will all PSAPs remaining after consolidation direct dispatch all emergency calls pursuant to section 1324.200b)3)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4.	Have you included maps to show the territory covered by the system?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Plans submitted without this documentation will be rejected.</b>		
5.	Have you included a listing of all telephone companies?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Plans submitted without this documentation will be rejected.</b>		
6.	Have you included a copy of the intergovernmental agreement, ordinance, resolution and/or contracts?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Plans submitted without this documentation will be rejected.</b>		
7.	Have you included a list of participating and adjacent agencies?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Plans submitted without this documentation will be rejected.</b>		
8.	Have you included financial information?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Plans submitted without this documentation will be rejected.</b>		
9.	Public education.	<input type="checkbox"/> This is an unserved county that will require public education. (See attachment.) <input checked="" type="checkbox"/> This is an existing 9-1-1 system(s) and does not require public education.
10.	Training.	<input type="checkbox"/> This is an unserved county that will require training. (See attachment.) <input checked="" type="checkbox"/> This is an existing 9-1-1 system(s) and does not require internal training/similar/ongoing training for any GIS annexation or change of policy from agencies served.
11.	Use of TTY's and Training	<input type="checkbox"/> This is a unserved county that will require training. (See attachment.) <input checked="" type="checkbox"/> This is an existing 9-1-1 system(s) and does not require internal training/similar/ongoing training for any GIS annexation or change of policy from agencies served.

12. Have you included call handling and aid outside jurisdictional boundary agreements?

Yes  
 No

**Plans submitted without this documentation will be rejected.**

13. Have you included a new system diagram?

Yes  
 No

**Plans submitted without this documentation will be rejected.**

13a. Does the new system diagram include all PSAP(s) and backup PSAP location(s)?

Yes  
 No

**Plans submitted without this documentation will be rejected.**

14. Have or will all areas within the 9-1-1 system be addressed for the database?  
If no, please explain.

Yes  
 No

14a. Explain all aspects of the database, i.e., how often is it updated, where is it located, etc.

Cicero 9-1-1 PSAP utilizes an Airbus Vesta Pallas system that links to an off site West MSAG database. West makes updates to the the database 4 times a day. The PSAP utilizes manual ANI/ALI discrepancy reports that are filled out by the responding calltaker and reviewed by a supervisor for internal screening. The discrepancy is then submitted to West electronically.

Our inhouse CAD system addresses are updated as needed by our CAD Administrator. It is located within a secure section of the Cicero Police Department.

15. Who is the 9-1-1 system provider for your 911 system? Please explain whether the system will be legacy based, next generation based or a combination.

AT&T Global Services- 9-1-1 Public Safety  
4918 W 95th Street  
Oak Lawn, Illinois 60453

At the time of consolidation the system is Legacy based.

*(Please include additional pages if needed.)*

## NARRATIVE STATEMENT:

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

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

### Plan Narrative:

Cicero 9-1-1 has seven (7) working console positions. Two (2) of those positions are used by the current Deputy Director and Operations Manager. This leaves five (5) positions available out of which three (3) are staffed at all times and a fourth position is staffed during peak hours. The PSAP has room within the center to add an additional four (4) console positions.

The Cicero 9-1-1 Center implemented a new Computer Aided Dispatch (CAD) system in February of 2017, Computer Information Systems (CIS). The new CAD also utilizes Mobile Data Terminals (MDTs) for both the Police and Fire Department. The added features have increased performance and provided new tools for each department to employ. The center currently uses the Motorola Centracom Gold Elite for Radio operations and the Airbus/Cassidian Vesta Pallas 13.0 for Phone Operations.

Pursuant to Public Act 99-006.(50 ILCS 750/15.4(a)(2)), any 911 Authority serving a population less than 25,000 shall be consolidated such that no 9-1-1 Authority in the county serves a population of less than 25,000.

In April 2018, both the Town of Cicero and the Village of Stickney approved the execution of intergovernmental agreements to dissolve their respective ETSB's in pursuit of the joint venture for consolidated emergency communications. A Joint ETSB was agreed upon and shall be known as the Consolidated Emergency Response Center of Cook County Joint ETSB.

Bylaws have been established for the proposed Authority, with eight (8) representatives from the Town of Cicero and one (1) representative from the Village of Stickney.

The combined emergency dispatch and communications center shall be known as the Consolidated Emergency Response Center of Cook County (CERCCC) and will continue to operate in the Town of Cicero located in the rear of main Cicero Fire Station at 5303 W 25th St, Cicero IL 60804.

The Town of Cicero and the Village of Stickney share a Fire Radio Frequency 154.19 and both will continue to operate on the West Suburban Fire Network. This will allow for a seamless transition in relation to consolidating dispatching services for the Stickney Fire Department. Cicero is currently responsible for the ensuring the service and maintenance of the West Suburban Fire Network while sharing all costs with the other members of the West Suburban Fire Network.

CERCCC will establish communications via the Cook County Sheriff's Police 800 MHz radio system to allow Police dispatching to continue uninterrupted.

**Narrative Plan:**

The consolidation will allow for Cicero and Stickney to operate on a shared CAD system. Both agencies will benefit from the shared informational resources that will be entered in the course of daily operations.

The City of Berwyn will continue to operate as the back up center for CERCCC.

The Village of Stickney PSAP plans to have all Telecommunications services cut over to CERCCC (upon the approval of the State 9-1-1 Administrator) on or before September 1st, 2018.

# FINANCIAL INFORMATION

Name of ETSB(s) that are being dissolved	Total Reserves to be transferred to the Joint ETSB
Cicero ETSB	\$ 804,000.00
Stickney ETSB	\$ 35,818.05

### Dispatch Staff and Positions

- 5 Number of answering positions prior to the consolidation (total for all entities)
- 4 Number of answering positions in the consolidated system
- 21 Number of full time dispatchers/call takers prior to the consolidation (total for all entities)
- 16 Number of full time dispatchers/call takers in the consolidated system
- 2 Number of part time dispatchers/call takers prior to the consolidation (total for all entities)
- 2 Number of part time dispatchers/call takers in the consolidated system

Total amount (and percentage) of salaries paid for by 9-1-1 authority prior to consolidation:

\$ \_\_\_\_\_ %

Total amount (and percentage) of salaries to be paid for by 9-1-1 authority after consolidation:

\$ \_\_\_\_\_ %

### 9-1-1 Network Cost (per year)

- |  |              |
|--|--------------|
| a) Total network cost for each entity prior to the consolidation | \$ 29,547.96 |
| b) Total network cost of consolidated system                     | \$ 27,075.96 |
| c) Net change in network costs:                                  | \$ 2,472.00  |

If no cost savings in network please explain:

# FINANCIAL INFORMATION

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

Network Cost	Estimated Amount (per year)
AT&T ANI/ALI Selective Routing	\$ 23,400.00
Wireless Phase 1-2	\$ 6,147.96
_____	\$ _____
_____	\$ _____
_____	\$ _____

**Other Consolidation Cost**

PSAP, CPE, CAD Equipment, logging recorders	\$ 0.00
MSAG and Mapping Development or changes	\$ 0.00
Radio Consoles	\$ 0.00
Construction or Remodel of PSAP	\$ 0.00
Personnel	\$ 0.00
Other (Please place total amount in the blank at the right and explain below).	\$ 0.00

**Recurring and Nonrecurring Cost (per year)**

Estimated nonrecurring cost for consolidation	\$ 15,000.00
a) Recurring costs prior to consolidations (all entities)	\$ _____
b) Proposed recurring cost for consolidated system	\$ _____
c) Net change in recurring costs: a - b = c	\$ 0.00
 Revenue (per year)	
Projected surcharge revenue	\$ 850,504.00
Projected revenue from local governments	\$ _____
Projected revenue from other sources (grants)	\$ _____
Revenue in reserves	\$ 839,818.05
Total Revenue	\$ 1,690,322.05

## FIVE YEAR STRATEGIC PLAN FOR CONSOLIDATION PLAN

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

Narrative:

This consolidation is anticipated to be completed and have CERCCC fully operational by September of 2018.

CERCCC is planning to upgrade phone and radio equipment to NG911 compliant systems in order to replace aging Legacy 9-1-1 equipment that are nearing or have exceeded end-of-life. The implementation of more advanced equipment will allow the new infrastructure to be able to support the emerging Public Safety technologies.

The Cicero ETSB recently purchased a brand new Computer Aided Dispatch System (CIS) as well as new Dispatch Console Furniture in 2017.













# 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	PO Box 97061 Redmond, WA, 98073	(800) 635-6840
Sprint	6391 Sprint Pkwy, Overland Park, KS, 662551	(913) 226-6735
Verizon	180 Washington Valley Rd. Bednunster, NJ 07921	(866) 730-8154
T-Mobile	4 Sullivan Pkwy, Parisppany, NY 07054	(877) 653-7911
Cricket Wireless	10307 Pacific Center Ct, Sand Diego, CA 92121	(800) 274-2538
Comcast	1701 JFK Blvd, Philidelphia, PA 19103	(800) 934-6489
Global Com	461 S Milpitas Blvd. Milpitas, CA	(800) 589-1631
Frontier	63 Stone St, Rochester, NY 14646	(877) 262-6822
Vonage	23 Main St, Holmdel, NJ 07733	(866) 293-5674
Allegiance	707 W. Saratoga St, Shawnee, OK 74804	(800) 937-1397
Cimco	1901 S Meyers Rd, Oakbrook Terrace, IL 60181	(630) 691-8080
Worldcom	2201 Loudoun County Pkwy, Ashburn, VA 20147	(800) 844-1001
Focal	9641 82nd Ave, Edmonton AB T6C 0Z9	(877) 453-8353
McLeod	8306 Highway 90A, Sugar Land, TX 77478	(800) 332-2385
CBEYOND	320 Interstate North Pkwy, Ste 500, Atlanta GA 30339	(866) 424-5100
Mpower	515 S. Flower St, Los Angeles, CA 90071	(213) 213-3000
Paetec	600 Willowbrook Office Park, Fairport, NY 14450	(585) 340-2500
XO COMM	13865 Sunrise Valley Dr, Herndon, VA 20171	(703) 547-2000
Level3	1025 Eldorado Blvd, Broomfield, CO 80021	(720) 888-2750
US Cellular	8410 W Bryn Mawr, Chicago, IL 60631	(773) 399-8900



# ATTACHMENTS

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

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

**Intergovernmental Agreement** - The agreement creating the Joint ETSB.

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

**Network Diagram** - Diagram provided by the 9-1-1 System Provider. Re-evaluate P.O1 grade of Service for cost savings and network efficiency.

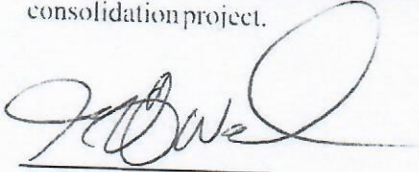
AT&T

Lisa Wirtanen lb926

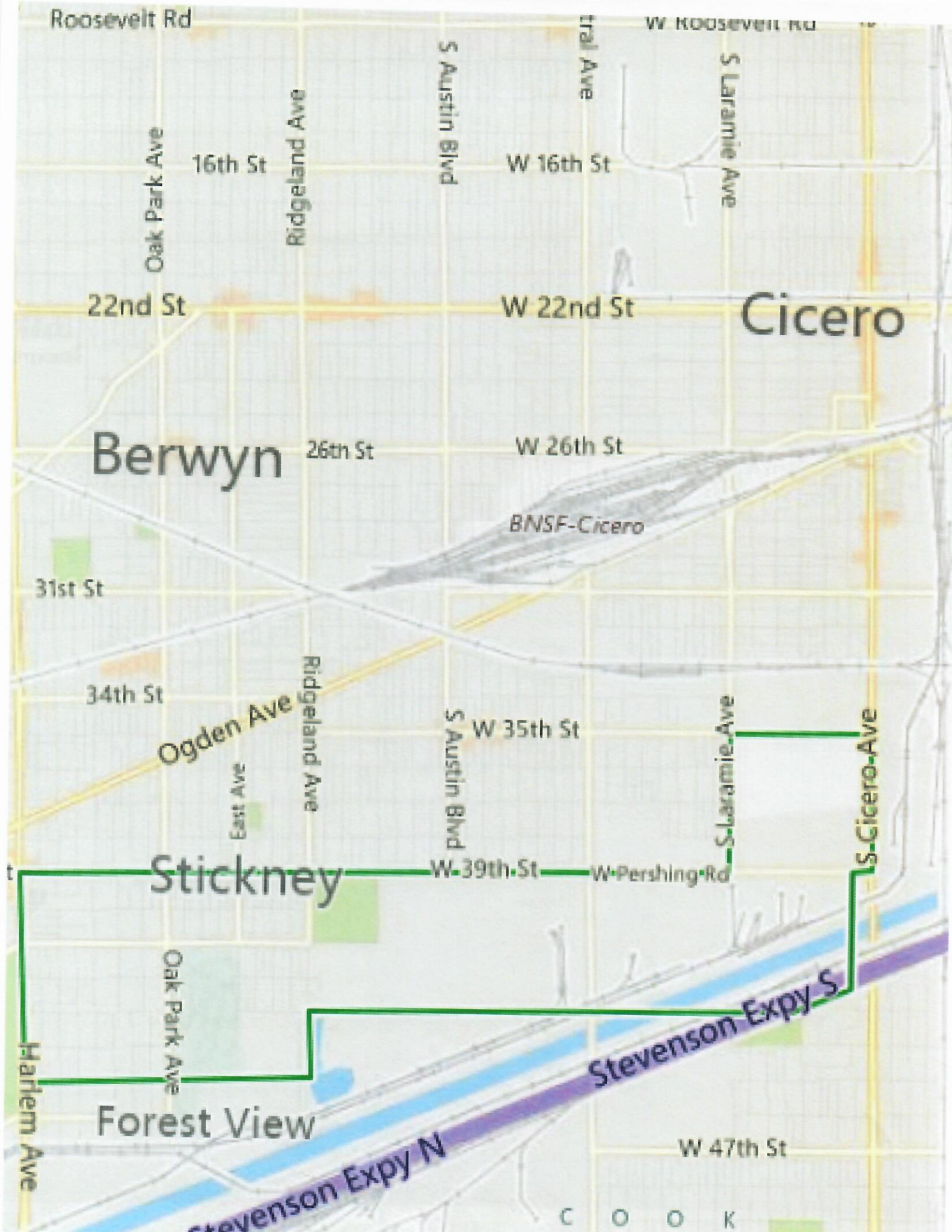
l.wirtanen@att.com

To Whom It May Concern

This letter authorizes AT&T to provide 9-1-1 information regarding the Village of Stickney to any contractors or consultants (NORCOMM and CI-RCCC) necessary to complete the 9-1-1 consolidation project.

A handwritten signature in black ink, appearing to read "Jeff Walik", written over a horizontal line.

Jeff Walik, Mayor  
Village of Stickney



Roosevelt Rd

W ROOSEVELT RD

Oak Park Ave

16th St

Ridgeland Ave

S Austin Blvd

trial Ave

S Laramie Ave

22nd St

W 16th St

W 22nd St

Cicero

Berwyn

26th St

W 26th St

BNSF-Cicero

31st St

34th St

Ogden Ave

East Ave

Ridgeland Ave

S Austin Blvd

W 35th St

S Laramie Ave

S Cicero Ave

Stickney

W 39th St

W Pershing Rd

Harlem Ave

Oak Park Ave

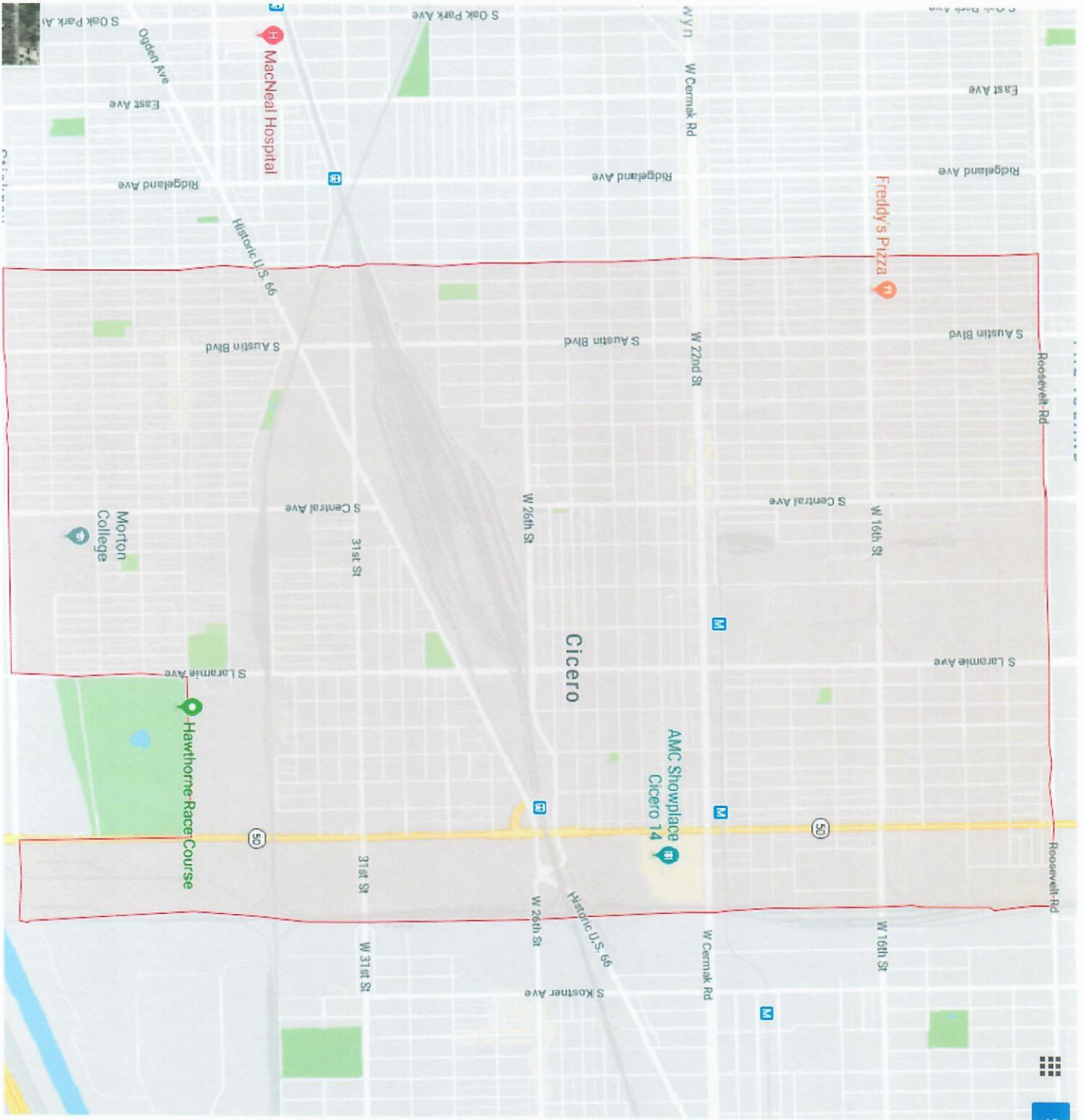
Forest View

Stevenson Expy S

Stevenson Expy N

W 47th St

C O O K



Freddy's Pizza

MachNeal Hospital

Morton College

Hawthorne Race Course

AMC Showplace Cicero 14

Cicero



**ATT info from Mayor Walik signed 2feb18.pdf**

Nielsen, Don

**Sent:** Friday, February 02, 2018 12:59 PM  
**To:** WIRTANEN, LISA [lb9261@att.com]  
**Cc:** Stua, Anthony  
**Attachments:** ATT info from Mayor Walik ~1.pdf (86 KB)

Lisa,

Cicero looks to be signing Stickney to consolidate into their 9-1-1 center. I have met with Mayor Walik to start the contract talks, but as you know the filing is a long and arduous process. I was hoping you could send Director Stua and I a proposed system diagram including Stickney into the Cicero 9-1-1 center as we start our paperwork. I have attached a LOA from the Mayor. Let me know if you have any questions.

Sincerely,

**Donald J. Nielsen, RPL, ENP | Executive Director**  
**NORCOMM Public Safety Communications, Inc.**

2600 N. Mannheim Rd | Franklin Park, IL 60131

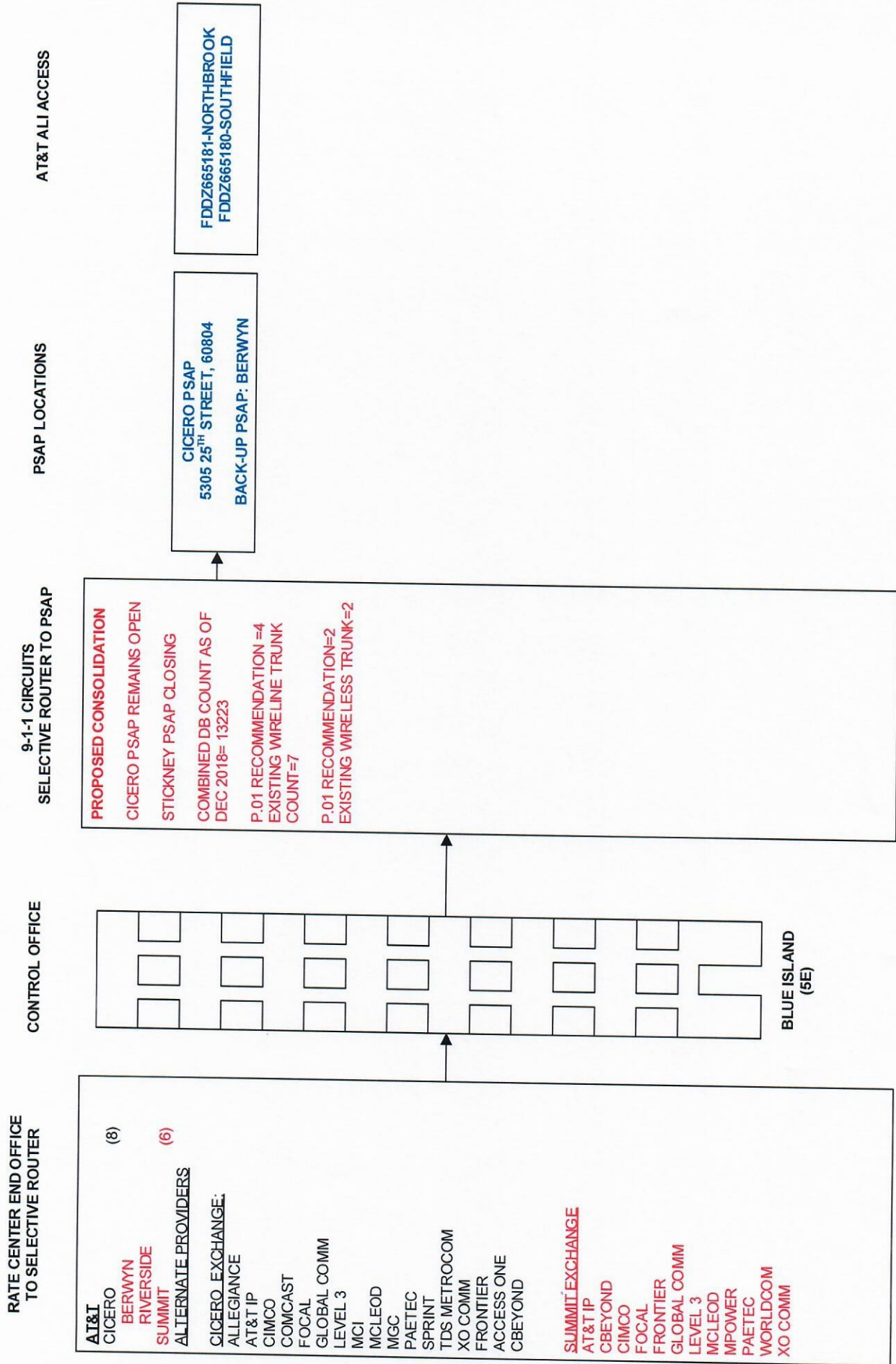
Phone: 847-451-8000 | Direct Line: 630-903-2481

Wireless: 630-816-5511 | Direct Fax: 630-903-2881

[dnielsen@norcomm911.com](mailto:dnielsen@norcomm911.com) | <http://www.norcomm911.com>

---

**HIPAA PRIVACY NOTICE:** This email and its attachments may contain privileged and confidential information and/or protected health information (PHI) intended solely for the use of Superior Ambulance, or any of its affiliate companies (Metro Paramedic Services, Inc. ; NORCOMM Public Safety Communications, Inc.; Paramedic Billing Services, Inc.; Municipal Management Services, Inc.) and the recipient(s) named above. If you are not the recipient, the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any review, dissemination, distribution, printing or copying of this email message and/or any attachments is strictly prohibited. If you have received this transmission in error, we ask that you permanently delete this email along with any attachments and please notify the sender immediately at 1-800-832-2000



# Consolidated Emergency Response Center of Cook County

Serving the Town of Cicero and Village of Stickney  
5303 W 25<sup>th</sup> St, Cicero, Illinois 60804

708-652-2130 Dispatch Center- 708-656-1031 Fax Number

## PARTICIPATING AGENCY CALL HANDLING & AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT 9-1-1 EMERGENCY CALL HANDLING DISPATCH PROCEDURES:

This agreement is made between the Consolidated Emergency Response Center of Cook County ETSB and the Cicero Fire Department for the purpose of effective handling and routing of 9-1-1 Emergency calls.

### **CALL HANDLING**

CERC-CC receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Notify units directly of the calls over the In Station Overhead System

**Secondary:** Notify units directly on the radio via the West Suburban Fire Network

### **AID OUTSIDE JURISDICTION BOUNDARIES:**

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

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

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

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

CERC-CC ETSB

By

Anthony J. Stua

Title Director

Date 4-10-18

Cicero Fire Department

By

Chief Dominick Buscemi

Title Fire Chief

Date 4-10-18

# Consolidated Emergency Response Center of Cook County

Serving the Town of Cicero and Village of Stickney  
5303 W 25<sup>th</sup> St, Cicero, Illinois 60804

708-652-2130 Dispatch Center- 708-656-1031 Fax Number

## PARTICIPATING AGENCY CALL HANDLING & AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT 9-1-1 EMERGENCY CALL HANDLING DISPATCH PROCEDURES:

This agreement is made between the Consolidated Emergency Response Center of Cook County (CERC-CC) ETSB and the Cicero Police Department for the purpose of effective handling and routing of 9-1-1 Emergency calls.

### **CALL HANDLING**

CERC-CC receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Notify units directly of the calls over the Cicero Police Band

**Secondary:** Contact units via the CIS CAD messaging system

### **AID OUTSIDE JURISDICTION BOUNDARIES:**


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

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

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

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

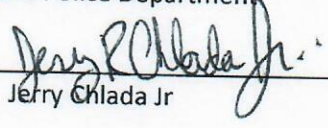
CERC-CC ETSB

By   
Anthony J. Stua

Title Director

Date 4-10-18

Cicero Police Department

By   
Jerry Chlada Jr

Title Superintendent of Police

Date 4-10-18

# Consolidated Emergency Response Center of Cook County

Serving the Town of Cicero and Village of Stickney

5303 W 25<sup>th</sup> St, Cicero, Illinois 60804

708-652-2130 Dispatch Center- 708-656-1031 Fax Number

## PARTICIPATING AGENCY CALL HANDLING & AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT 9-1-1 EMERGENCY CALL HANDLING DISPATCH PROCEDURES:

This agreement is made between the Consolidated Emergency Response Center of Cook County ETSB and the Stickney Fire Department for the purpose of effective handling and routing of 9-1-1 Emergency calls.

### **CALL HANDLING**

CERC-CC receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Notify units directly of the calls over the In Station Overhead System

**Secondary:** Notify units directly on the radio via the West Suburban Fire Network

### **AID OUTSIDE JURISDICTION BOUNDARIES:**

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


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

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

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

CERC-CC ETSB

By

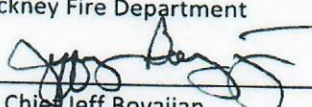
  
Anthony J. Stua

Title Director

Date 5-23-18

Stickney Fire Department

By

  
Chief Jeff Boyajian

Title Fire Chief

Date 5-23-18

# Consolidated Emergency Response Center of Cook County

Serving the Town of Cicero and Village of Stickney  
5303 W 25<sup>th</sup> St, Cicero, Illinois 60804

708-652-2130 Dispatch Center- 708-656-1031 Fax Number

## PARTICIPATING AGENCY CALL HANDLING & AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT 9-1-1 EMERGENCY CALL HANDLING DISPATCH PROCEDURES:

This agreement is made between the Consolidated Emergency Response Center of Cook County (CERC-CC) ETSB and the Stickney Police Department for the purpose of effective handling and routing of 9-1-1 Emergency calls.

### **CALL HANDLING**

CERC-CC receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Notify units directly of the calls over the Stickney Police Band

**Secondary:** Contact units via the CIS CAD messaging system

### **AID OUTSIDE JURISDICTION BOUNDARIES:**

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


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

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

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

CERC-CC ETSB

By

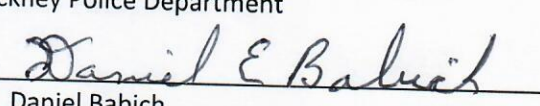
  
Anthony J. Stua

Title Director

Date 5-23-18

Stickney Police Department

By

  
Daniel Babich

Title Chief of Police

Date 5-23-18

# Consolidated Emergency Response Center of Cook County

Serving the Town of Cicero and Village of Stickney  
5303 W 25<sup>th</sup> St, Cicero, Illinois 60804

708-652-2130 Dispatch Center- 708-656-1031 Fax Number

CALL HANDLING & AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

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

This agreement is made between Consolidated Emergency Response Center of Cook County (CERC-CC) and the City of Berwyn, for the purpose of effective handling and routing of 9-1-1 Emergency Calls.

### **CALL HANDLING**

CERC-CC receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Transfer the 9-1-1 caller to Berwyn's 9-1-1 trunk **1 847 911 3944**

**Secondary:** Take down all pertinent information and pass along to Berwyn 9-1-1 via the non-emergency phone line 708-795-5600

### **AID OUTSIDE JURISDICTION BOUNDARIES:**

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

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

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

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

CERC-CC

By

Anthony J. Stua  
Anthony J. Stua

Title Director

Date 5/23/18

Berwyn ETSB

By

Thomas J. O'Hara  
Thomas J. O'Hara

Title Chairman E.T.S.B.

Date 5/23/18

# Consolidated Emergency Response Center of Cook County

Serving the Town of Cicero and Village of Stickney  
5303 W 25<sup>th</sup> St, Cicero, Illinois 60804

708-652-2130 Dispatch Center- 708-656-1031 Fax Number

## CALL HANDLING & AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

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

This agreement is made between Consolidated Emergency Response Center of Cook County (CERC-CC) and Chicago OEMC, for the purpose of effective handling and routing of 9-1-1 Emergency Calls:

#### **CALL HANDLING**

CERC-CC receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Direct Transfer of the 9-1-1 caller to 312-911-1277 providing the callers location and primary request if possible

**Secondary:** Take down all pertinent information and pass along to Chicago via the listed emergency phone line 312-742-0911

#### **AID OUTSIDE JURISDICTION BOUNDARIES:**

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

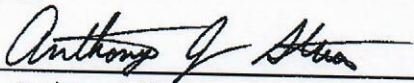
The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or nonemergency nature shall be referred to your agency's published telephone number.

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

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

CERC-CC

By

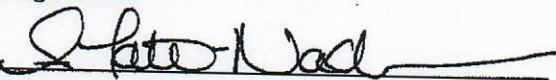
  
Anthony J. Stua

Title Director

Date 5/23/18

Chicago OEMC

By



Title Executive Director

Date 5/29/2018

# Consolidated Emergency Response Center of Cook County

Serving the Town of Cicero and Village of Stickney  
5303 W 25<sup>th</sup> St, Cicero, Illinois 60804

708-652-2130 Dispatch Center- 708-656-1031 Fax Number

**CALL HANDLING & AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT**

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

This agreement is made between the Consolidated Emergency Response Center of Cook County (CERC-CC) and the Forest View 9-1-1 Dispatch Center, for the purpose of effective handling and routing of 9-1-1 Emergency Calls:

### **CALL HANDLING**

CERC-CC receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Direct Transfer of the 9-1-1 caller to 1-847-911-3207 providing the callers location and primary request if possible

**Secondary:** Take down all pertinent information and pass along to Forest View via the listed non-emergency phone line 708-788-0318

### **AID OUTSIDE JURISDICTION BOUNDARIES:**

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


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

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

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

CERC-CC

By

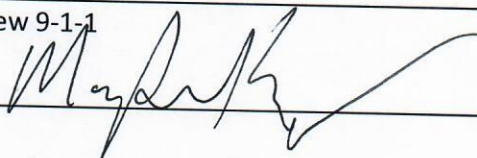
  
Anthony J. Stua

Title Director

Date 5/23/18

Forest View 9-1-1

By



Title

Comm. Supervisor

Date

5-29-18

# Consolidated Emergency Response Center of Cook County

Serving the Town of Cicero and Village of Stickney

5303 W 25<sup>th</sup> St, Cicero, Illinois 60804

708-652-2130 Dispatch Center- 708-656-1031 Fax Number

**CALL HANDLING & AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT**

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

This agreement is made between the Consolidated Emergency Response Center of Cook County (CERC-CC) and the Lyons 9-1-1 Dispatch Center, for the purpose of effective handling and routing of 9-1-1 Emergency Calls:

### **CALL HANDLING**

CERC-CC receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Direct Transfer of the 9-1-1 caller to 1-847-911-3192 providing the callers location and primary request if possible

**Secondary:** Take down all pertinent information and pass along to Lyons via the listed non-emergency phone line 708-447-1225

### **AID OUTSIDE JURISDICTION BOUNDARIES:**

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

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

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

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

CERC-CC

By

Anthony J. Stua  
Anthony J. Stua

Title Director

Date 5/23/18

Lyons 9-1-1

By

JAMES M. KEATING  
JAMES M. KEATING

Title

Chief of Police

Date

05-23-18

# Consolidated Emergency Response Center of Cook County

Serving the Town of Cicero and Village of Stickney

5303 W 25<sup>th</sup> St, Cicero, Illinois 60804

708-652-2130 Dispatch Center- 708-656-1031 Fax Number

**CALL HANDLING & AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT**

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

This agreement is made between Consolidated Emergency Response Center of Cook County (CERC-CC) and the Villages of Brookfield, McCook, North Riverside, and Riverside; for the purpose of effective handling and routing of 9-1-1 Emergency Calls.

### **CALL HANDLING**

CERC-CC receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Transfer the 9-1-1 caller to West Central Consolidated Communications Center via the 9-1-1 trunk

**Secondary:** Take down all pertinent information and pass along to North Riverside 9-1-1 via the non-emergency phone line 708-853-1400

### **AID OUTSIDE JURISDICTION BOUNDARIES:**

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

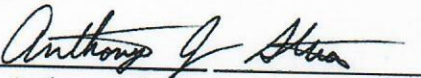
The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or nonemergency nature shall be referred to your agency's published telephone number.

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

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

CERC-CC

By

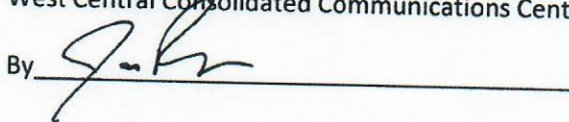
  
Anthony J. Stua

Title Director

Date 5/23/18

West Central Consolidated Communications Center

By



Title Executive Director

Date 5/25/18

# Consolidated Emergency Response Center of Cook County

Serving the Town of Cicero and Village of Stickney  
5303 W 25<sup>th</sup> St, Cicero, Illinois 60804  
708-652-2130 Dispatch Center- 708-656-1031 Fax Number

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

This agreement is made between the Consolidated Emergency Response Center of Cook County (CERC-CC) and West Suburban Consolidated Dispatch Center, for the purpose of effective handling and routing of 9-1-1 Emergency Calls:

### **CALL HANDLING**

CERC-CC receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Direct Transfer of the 9-1-1 caller to 1-847-911-3119 providing the callers location and primary request if possible

**Secondary:** Take down all pertinent information and pass along to WSCDC via the listed non-emergency phone line 708-386-3990

### AID OUTSIDE JURISDICTION BOUNDARIES:

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


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

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

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

CERC-CC

By


  
Anthony J. Stua

Title Director

Date 5/23/18

West Suburban Consolidated Dispatch Center

By

  
BRIAN STAUNTON

Title DIRECTOR

Date 5/23/18

## TEST PLAN DESCRIPTION

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

Berwyn 911 is currently the back-up center for overflow and failure. CERCCC shall test new incoming 911 calls that were originally routed to Stickney for routing accuracy with CERCCC. We are looking at alternate backup sites for inbound 9-1-1 calls and backup radio channels.

- 2) List wireline exchanges to be tested.

AT&T Wireline access is tested at regular intervals along with circuit testing through AT&T. Wireline exchanges that currently exist to route calls to Stickney will be tested for routing accuracy to CERCCC.

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

AT&T, Comcast, Sprint, T-Mobile, Verizon, Cricket, Metro PCS and other listed carriers. Call testing of wireless calls into the center are part of our regular operations. Locations in Stickney will be tested for routing accuracy to CERCCC as well.

**AN INTERGOVERNMENTAL AGREEMENT TO ESTABLISH  
THE CONSOLIDATED EMERGENCY RESPONSE CENTER OF COOK COUNTY  
JOINT 9-1-1 AUTHORITY**

THIS AGREEMENT (the "Agreement") is entered into on the effective date specified hereafter, by and between the Village of Stickney and the Town of Cicero (the "Signatories" or "Parties"):

WITNESSETH:

WHEREAS, the Signatories have determined that the implementation of a Joint 9-1-1 Authority (the "Joint 9-1-1 Authority") would provide a significant public safety enhancement to the citizens of each participating municipality; 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 750/1 *et seq.* permits the formation of a Joint 9-1-1 Authority to oversee the implementation and operation of a 9-1-1 emergency telephone system; and

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

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

1. Venture Established. Pursuant to the joint powers authorization of the Intergovernmental Cooperation Act and the Illinois Emergency Telephone System Act, the undersigned hereby join together in a cooperative venture for the joint and mutual operation of a Joint 9-1-1 Emergency Telephone System (the "System"), consisting of all local governments which may hereafter become Signatories.
2. Joint 9-1-1 Authority. There is hereby established a Joint 9-1-1 Authority which shall consist of the following members: the Village of Stickney and the Town of Cicero. Any municipality serviced by the Consolidated Emergency Response Center of Cook County, a 9-1-1 Consolidated Dispatch Center, shall be entitled to become a subsequent participating member of the Joint 9-1-1 Authority. Designation of a new participating municipality shall be specified by the participant's enabling ordinance.
3. Bylaws. The Joint 9-1-1 Authority shall be governed by a Joint 9-1-1 Authority Board (the "Board"), which Board shall be subject to and shall be governed by certain Bylaws (the "Bylaws") in substantially the form as the Bylaws attached hereto and incorporated herein as Exhibit 1, which shall be adopted by the Board, together with any amendments which may be made in the manner and means provided therein.
4. Joint 9-1-1 Authority Board; Composition. The Board shall consist of voting members and non-voting members. The voting members of the Board shall be comprised of eight (8) members of the Town of Cicero and one (1) member for each additional Member

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

5. Participation. Each Signatory to this Agreement and any municipality participating in the Consolidated Emergency Response Center of Cook County 9-1-1 Dispatch Center or which may hereafter become a participant, shall be a member and shall be entitled to the rights and privileges and shall be subject to the obligations of membership, all as may be provided in the Bylaws.
6. Termination. Any Party to this Agreement may cease to be a Party hereto and may withdraw from participation in the manner and means set forth in the Bylaws.
7. Powers of the Joint 9-1-1 Authority. The powers and duties of the Joint 9-1-1 Authority created by this Agreement shall be as follows:
  - a. Planning a 9-1-1 System.
  - b. Coordinating and supervising the implementation, upgrading, or 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 (the "Fund") or such segregated account for surcharge funds, as set forth in the Bylaws.
  - d. Authorizing all disbursements from the Fund.
  - e. Hiring, on a temporary basis, any staff necessary for the implementation or upgrade of the System, as referred to in 6.b.
  - f. Making and entering into all necessary contracts for the implementation or operation of the System.
8. Amendment. This Agreement may not be amended, except by written agreement or resolution of all the then-current Parties thereto.
9. Duration. This Agreement shall continue in effect until rescinded by unanimous consent of the current parties or until terminated in the manner provided in the Bylaws.
10. Enforcement. Each member shall have the right to enforce this Agreement against any other member. If suit is necessary, a defaulting member shall pay reasonable attorney's fees adjudicated by the Court.

11. Authorization. Prior to execution of this Agreement, each member shall deliver to the other a certified copy of a suitable ordinance or resolution authorizing and directing execution of this Agreement.
12. Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the Circuit Court of Cook County. The Parties acknowledge that they have had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement. No Party, by entering into this Agreement, waives any immunity provided by local, state or federal law, including, but not limited to, the immunities provided by the Local Governmental and governmental Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*).
13. Effective Date. This Agreement shall become effective on February 1st, 2018, subject to execution by all respective representatives of the Village of Stickney, the Village of Forest View, and the Town of Cicero.

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

[SIGNATORY PAGES FOLLOW IMMEDIATELY]

VILLAGE OF STICKNEY

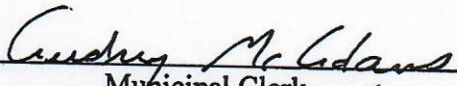
By: \_\_\_\_\_



Its: \_\_\_\_\_

Village President

ATTESTED:



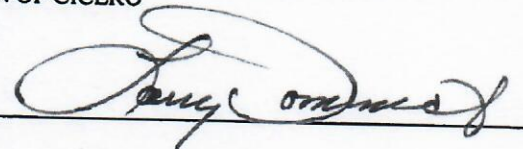
Municipal Clerk

[SEAL]

DATED: April 3, 2018

TOWN OF CICERO

By: \_\_\_\_\_



Its: \_\_\_\_\_

Town President

ATTESTED:



Municipal Clerk

[SEAL]

DATED: 5/22, 2018



**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN  
THE TOWN OF CICERO AND THE VILLAGE OF STICKNEY  
FOR THE PROVISION OF EMERGENCY RESPONSE  
COMMUNICATIONS AND DISPATCHING SERVICES**

This Agreement is made and entered into this 22nd day of May, 2018 (the "EFFECTIVE DATE"), by and between the Town of Cicero ("CICERO"), and the Village of Stickney ("STICKNEY").

**WHEREAS**, CICERO has a 9-1-1 facility ("CONSOLIDATED EMERGENCY RESPONSE CENTER OF COOK COUNTY") located at 5303 West 25<sup>th</sup> Street, Cicero, Illinois; and

**WHEREAS**, the CONSOLIDATED EMERGENCY RESPONSE CENTER OF COOK COUNTY will have the space and equipment to provide emergency response and dispatch services to numerous municipalities; and

**WHEREAS** STICKNEY desires to have CICERO, through a PRIVATE EMERGENCY DISPATCHING SERVICE, handle regular and routine communications from the inhabitants of STICKNEY requesting emergency response services, as well as regular and routine communications to or for dispatching of emergency response personnel and equipment in response to those requests; and

**WHEREAS**, CICERO desires to handle, through a PRIVATE EMERGENCY DISPATCHING SERVICE, regular and routine communications from the inhabitants of STICKNEY requesting emergency response services, as well as regular and routine communications to or for dispatching of emergency response personnel and equipment in response to those requests; and

**WHEREAS**, Pursuant to Public Act 99-6, STICKNEY is required to consolidate its 9-1-1 Center and Emergency Telephone System Board; and

**WHEREAS**, CICERO and STICKNEY have each determined that it is mutually beneficial to both entities to establish a centralized emergency response communications and dispatching service as such services can efficiently and economically serve the needs of both entities; and

**WHEREAS**, CICERO and STICKNEY desire to set forth herein the terms and conditions whereby CICERO, through a PRIVATE EMERGENCY DISPATCHING SERVICE, will provide emergency response communications and dispatching services to STICKNEY and the inhabitants thereof; and

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

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

**WHEREAS**, CICERO and STICKNEY have duly authorized their respective presiding officers to enter into and execute this Agreement.

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

1. **Incorporation.**

Each of the recitals set forth above are incorporated herein by reference as if fully set forth herein, and they constitute material terms and provisions of this Agreement.

2. **Term/Duration.**

A. The term of this Agreement shall be five (5) years from the COMMENCEMENT DATE (as defined below), unless otherwise extended, amended or cancelled as fully set forth herein. Following completion of the initial five (5) year term, this Agreement may be renewed according to the terms set forth in Section 16 of this Agreement.

B. The term of this Agreement shall be governed by the following:

i. The "First Payment Year" of the Agreement shall mean that one (1) year period beginning on the COMMENCEMENT DATE and ending on the first anniversary of the COMMENCEMENT DATE.

ii. The "Second Payment Year" of the Agreement shall mean that one (1) year period beginning on the first anniversary of the COMMENCEMENT DATE and ending on the second anniversary of the COMMENCEMENT DATE.

iii. The "Third Payment Year" of the Agreement shall mean that one (1) year period beginning on the second anniversary of the COMMENCEMENT DATE and ending on the third anniversary of the COMMENCEMENT DATE.

iv. The "Fourth Payment Year" of the Agreement shall mean that one (1) year period beginning on the third anniversary of the COMMENCEMENT DATE and ending on the fourth anniversary of the COMMENCEMENT DATE.

v. The "Fifth Payment Year" of the Agreement shall mean that one (1) year period beginning on the fourth anniversary of the COMMENCEMENT DATE and ending on the fifth anniversary of the COMMENCEMENT DATE.

**3. Services.**

A. CICERO, through a duly licensed, trained and insured provider, a PRIVATE EMERGENCY DISPATCHING SERVICE, shall employ legally qualified telecommunications personnel to handle regular and routine communications from the inhabitants of STICKNEY or any other person within the corporate limits of Illinois, requesting emergency response services, as well as to communicate with or otherwise dispatch emergency personnel in response to those requests. CICERO warrants and agrees that the individuals performing dispatching services are legally qualified to perform said acts and that said systems and performance will comport with both State and Federal law including, but not limited to, the Emergency Medical Services Systems Act, 210 ILCS 50/1 *et seq.* and the Emergency Telephone System Act, 50 ILCS 750/1 *et seq.* Moreover, it is understood and agreed that any persons providing services for CICERO or its PRIVATE EMERGENCY DISPATCHING SERVICE shall not be considered employees or agents of CICERO and will provide the following services:

- i. CICERO and/or its PRIVATE EMERGENCY DISPATCHING SERVICE shall handle through its emergency response communications and dispatch center regular and routine communications from the inhabitants of STICKNEY or persons within the jurisdictional boundaries of STICKNEY requesting emergency response services, as well as regular and routine communications to or dispatching of emergency response personnel and equipment in response to those requests, as set forth in this Agreement.
- ii. CICERO and/or its PRIVATE EMERGENCY DISPATCHING SERVICE shall immediately communicate with or otherwise dispatch emergency response personnel and equipment upon receipt of communications from the inhabitants or persons within the jurisdictional boundaries of STICKNEY requesting or otherwise seeking the aid of STICKNEY's emergency response personnel and equipment.
- iii. CICERO and/or its PRIVATE EMERGENCY DISPATCHING SERVICE shall make every effort to communicate with or otherwise dispatch STICKNEY's emergency response personnel and equipment to properties located within the corporate boundaries of STICKNEY unless it is determined that additional persons and/or entities providing mutual aid are necessary and/or advisable.
- iv. CICERO and/or its PRIVATE EMERGENCY DISPATCHING SERVICE shall provide the foregoing emergency response services to STICKNEY, twenty-four (24) hours a day for each and every day this Agreement is in effect.
- v. To the extent permitted by law, any communication between inhabitants or persons within the jurisdictional boundaries of CICERO and/or its PRIVATE EMERGENCY DISPATCHING SERVICE, as well as any communication between CICERO, its PRIVATE EMERGENCY DISPATCHING SERVICE and STICKNEY's

emergency response personnel shall be strictly confidential and shall be disclosed only in accordance with law.

**4. Priority of Calls.**

The Parties recognize and acknowledge that the CONSOLIDATED EMERGENCY RESPONSE CENTER OF COOK COUNTY has the capacity and ability to provide emergency response communications and dispatching services to municipalities other than STICKNEY and CICERO. As such, CICERO may provide services to other municipalities during the term of the Agreement provided; however, the provision of these services to other municipalities will not impair or impede the level or quality of services provided. CICERO and/or its PRIVATE EMERGENCY DISPATCHING SERVICE, will determine the priority of emergency response communications to and from its emergency response communications and dispatch center in a manner that is neither arbitrary nor otherwise capricious and which is otherwise consistent with best practices for emergency dispatch services.

**5. Equipment and Information.**

- A. CICERO will maintain an emergency response communications or dispatch center or system to provide and the inhabitants thereof with the emergency response services required by this Agreement.
- B. CICERO will also maintain an emergency generator capable of supplying backup electrical power as well as automatic audio-recording equipment for the receipt and recordation of all radio and telephonic communications.

Any and all audio recordings will be kept and stored by CICERO for a period of thirty (30) days, or any other period required by law, and will be made available to STICKNEY as requested. In the event that STICKNEY desires to keep or otherwise preserve any particular audio recording for longer than thirty (30) days, it will so notify CICERO within thirty (30) days of the recorded event.

- C. At each location within STICKNEY served by CONSOLIDATED EMERGENCY RESPONSE CENTER OF COOK COUNTY, STICKNEY shall maintain, at its cost and expense, necessary communication and networking equipment, all of which must be approved by CICERO and which said approval shall not be unreasonably withheld. In addition, STICKNEY will maintain, at its cost and expense, at CONSOLIDATED EMERGENCY RESPONSE CENTER OF COOK COUNTY, necessary communication and networking equipment, which are the property of STICKNEY. Said equipment will be promptly returned to STICKNEY upon the expiration of this Agreement.
- D. STICKNEY will maintain, at its cost and expense, all radio equipment and telephone lines needed for CONSOLIDATED EMERGENCY RESPONSE CENTER OF COOK COUNTY to effectively handle all communications in and out of each location within STICKNEY.

- E. CICERO will provide and maintain CAD System licenses that are licensed to CICERO by Computer Information Systems (herein CIS) for STICKNEY's use. STICKNEY will be responsible for securing, at its own expense, via a licensing agreement with CIS, Mobile Data Terminal and Police Records Management software throughout the duration of this Agreement.
- F. CONSOLIDATED EMERGENCY RESPONSE CENTER OF COOK COUNTY is responsible for maintaining and repairing all of its equipment as well as the cost or expense thereof.
- G. Upon execution of this Agreement, STICKNEY shall provide CICERO with a map listing streets, properties located therein and shall provide CICERO with regular updates to said map regarding the streets, and properties located therein as those updates occur. STICKNEY shall also provide CICERO with STICKNEY's GIS files and 911 Master Street Address Guide for mapping purposes when requested by CICERO.

**6. Damage to Equipment.**

CICERO will use its best efforts to provide emergency response communications and dispatching services to the inhabitants of STICKNEY, as well as to emergency response personnel and equipment, but CICERO will not be responsible for failure to provide emergency response communications and dispatching services to the inhabitants of STICKNEY, as well as to emergency response personnel and equipment due to damage to CONSOLIDATED EMERGENCY RESPONSE CENTER OF COOK COUNTY's emergency response communications and dispatch center, system and/or equipment caused by acts of sabotage, vandalism, natural disaster or acts of God.

**7. Approvals; Provision of Service.**

A. CICERO and STICKNEY will secure and maintain appropriate approvals from the Illinois State Police Statewide 9-1-1 Administrator in accordance with Title 83 of the Public Utilities Act, Chapter IV: Department of State Police, PART 1324: Consolidation of 9-1-1 Emergency Systems; and shall list the CONSOLIDATED EMERGENCY RESPONSE CENTER OF COOK COUNTY as its dispatching location. CICERO will also secure and maintain appropriate approvals, which may be required by any 9-1-1 Emergency Systems entities or agencies, public or private, which are necessary for the performance of this Agreement.

B. The Parties agree and acknowledge that as of the EFFECTIVE DATE, the Parties have not yet obtained all required governmental approvals described in this Section. The Parties further agree and acknowledge that CICERO (and/or its PRIVATE EMERGENCY DISPATCHING SERVICE) may be required to take additional steps and/or purchase and/or install additional equipment in order to provide the services set forth herein. CICERO shall issue thirty (30) days written notice to STICKNEY that it is ready, willing and able to commence providing the services upon the later of (i) the receipt of the governmental approvals or (ii) the installation of all necessary equipment. During said thirty (30) day period, the Parties shall jointly select a commencement date for CICERO's provision of the services (the "COMMENCEMENT DATE").

**8. Training and Compliance.**

STICKNEY shall, at its own expense, cause its police officers and firefighters to participate in any training classes required by CICERO emergency response communications and dispatch center provided said amount does not exceed Two Thousand Five Hundred Dollars (\$2,500.00) in any given calendar year and to comply with CICERO's emergency response communications and dispatch center's procedures, rules and regulations.

**9. Payment.**

- A. In consideration of the emergency communications and dispatching services provided to STICKNEY by CICERO and/or its PRIVATE EMERGENCY DISPATCHING SERVICE pursuant to this Agreement, STICKNEY agrees to pay or cause to be paid the following sums:
- i. During the First Payment Year, STICKNEY shall pay CICERO, on a monthly basis, a sum of \$15,833.25 for salary benefits and any other compensation paid to or on behalf of the telecom officers or dispatchers of CICERO required to provide the emergency response communication and dispatching services required by this Agreement to the inhabitants of STICKNEY.
  - ii. During the Second Payment Year, STICKNEY shall pay CICERO, on a monthly basis, a sum of \$16,150.00 for salary benefits and any other compensation paid to or on behalf of the telecom officers or dispatchers of CICERO required to provide the emergency response communication and dispatching services required by this Agreement to the inhabitants of STICKNEY.
  - iii. During the Third Payment Year, STICKNEY shall pay CICERO, on a monthly basis, a sum of \$16,473.00 for salary benefits and any other compensation paid to or on behalf of the telecom officers or dispatchers of CICERO required to provide the emergency response communication and dispatching services required by this Agreement to the inhabitants of STICKNEY.
  - iv. During the Fourth Payment Year, STICKNEY shall pay CICERO, on a monthly basis, a sum of \$16,802.50 for salary benefits and any other compensation paid to or on behalf of the telecom officers or dispatchers of CICERO required to provide the emergency response communication and dispatching services required by this Agreement to the inhabitants of STICKNEY.
  - v. During the Fifth Payment Year, STICKNEY shall pay CICERO, on a monthly basis, a sum of \$17,138.50 for salary benefits and any other compensation paid to or on behalf of the telecom officers or dispatchers of CICERO required to provide the emergency response communication and dispatching services required by this Agreement to the inhabitants of STICKNEY.

- B. In addition to fees set forth above, any fees related to the initial one-time move in costs incurred by CICERO to join or connect STICKNEY to the CICERO'S emergency dispatch center, CICERO shall deduct the initial one-time costs from monies paid to and/or collected by the CONSOLIDATION EMERGENCY RESPONSE CENTER OF COOK COUNTY'S JOINT EMERGENCY TELEPHONE SYSTEM BOARD (herein J-ETSB) from the State of Illinois as surcharges credited to under the Emergency Telephone System Act ("Surcharge") less any money withheld for Capital Improvement as set forth in Article 13 of this Agreement.
- C. Any remaining Surcharge money due to STICKNEY shall be deposited into the J-ETSB fund and remain the property of STICKNEY and shall be recorded separately within the J-ETSB via generally accepted accounting practices. Remaining Surcharge money shall be the property of STICKNEY.

**10. Payment Terms.**

STICKNEY shall receive monthly invoices from CICERO. STICKNEY shall pay the monthly invoices in full within thirty (30) days of issuance. In the event that STICKNEY fails to pay CICERO in full within thirty (30) days of issuance of any monthly invoice, the invoice shall begin to accrue interest at a rate of five percent (5%) or said interest rate permitted by law. In the event STICKNEY fails to pay any delinquent amount to CICERO within forty-five (45) days after receiving written notice of a delinquency and an opportunity to cure said deficiency, CICERO may cancel or otherwise terminate this Agreement.

**11. Resolutions and Ordinances.**

- A. STICKNEY shall furnish a certified copy of an ordinance dissolving the Stickney ETSB, which ordinance shall be incorporated hereto and made a part thereof.
- B. STICKNEY and CICERO shall enter into an intergovernmental agreement to establish the Consolidated Emergency Response Center of Cook County Joint 9-1-1 Authority.

**12. Payment of Phone Circuits and Other Associated Charges.**

- A. In addition to the monthly payments set forth in Paragraphs 9 and 10, STICKNEY shall be solely responsible to pay for the following charges:
  - i. Any and all costs incurred to install and purchase equipment on the premises or facilities owned or used by for the implementation and operation of a dispatching or Enhanced 9-1-1 system.
  - ii. Any and all costs incurred to connect STICKNEY to CICERO using circuits provided by phone companies or microwave connectivity.

- iii. Any and all costs incurred to pay for equipment and its installation which is required or requested by to improve or change the dispatching and 9-1-1 services provided.
- iv. Any and all costs incurred to pay for new technology and equipment which is required or requested by to improve or change the dispatching and 9-1-1 services being provided such as a Records Management System, Repeaters or other equipment and technologies which are not presently included in the service and equipment being provided pursuant to this contract and which are requested by
- v. Any and all costs incurred to pay for additional antennas, if they are needed to serve, including, but not limited to purchase, installation and maintenance of said antennas in.
- vi. Any and all costs associated with additional T-1 lines, if they are needed.
- vii. With respect to a CAD or Records Management System, if is using the same equipment as CICERO for said system, STICKNEY agrees to promptly enter into appropriate agreement with a vendor which CICERO is using.

**13. Capital Improvement Fund.**

It is agreed upon by the parties that 25% of Surcharge paid to and/or collected by the J-ETSB on behalf of STICKNEY shall be placed into a Capital Improvement Fund for the CONSOLIDATED EMERGENCY RESPONSE CENTER OF COOK COUNTY. It is understood and agreed by the parties that any monies placed into the Capital Improvement Fund may be used solely for the purpose of maintaining and/or replacing equipment at the CONSOLIDATED EMERGENCY RESPONSE CENTER OF COOK COUNTY.

**14. STICKNEY's Costs.**

STICKNEY shall be responsible for its own local costs necessary to access CICERO emergency response communications and dispatch center, including any telephonic charges, and any initial non-recurring charges such as license fees.

**15. Cooperative Efforts.**

The parties agree to work in good faith to mutually resolve any problem occurring or arising out of the operation of this Agreement. STICKNEY shall designate an IT professional with whom it employs or contracts to be available to attend meetings of CONSOLIDATED EMERGENCY RESPONSE CENTER OF COOK COUNTY Dispatch Center, J-ETSB, or any Advisory Board meetings, which will be established provided reasonable notice is provided.

**16. Extension.**

This Agreement may be extended only by mutual written agreement by and between STICKNEY and CICERO and after prior written notice served upon the other party.

**17. Amendment/Change.**

This Agreement may be amended or otherwise changed only by mutual written agreement by and between CICERO and STICKNEY.

**18. Cancellation/Termination and Cancellation/Termination Fee/Penalty.**

Except as otherwise provided herein, this Agreement shall not be cancelled or otherwise terminated by either party except in the event of a material breach or default combined with failure of the defaulting party to cure the breach or default within a period of sixty (60) days after receipt of notice from the non-defaulting party identifying the claimed breach or default.

**19. Assignment/Transfer.**

This Agreement may not be assigned or transferred by either CICERO or STICKNEY without the prior written consent of the other party.

**20. Notice.**

Any notice required by this Agreement shall be in writing, shall be properly addressed and shall be personally served or sent via certified mail, return receipt requested, proper postage pre-paid. If sent via certified mail, service of such written notice shall be considered to have occurred upon deposit of said properly addressed, written notice with the United States Postal Service.

Said notice shall be served upon CICERO at the following address:

*Town of Cicero  
Attn: Larry Dominick, Town President  
4949 W Cermak Rd.  
Cicero, IL 60804*

Said notice shall be served upon at the following address:

*Village of Stickney  
Attn: Jeff Walik, Village President  
6533 Pershing Road  
Stickney, IL 60402*

**21. Waiver.**

STICKNEY hereby waives all claims or actions against CICERO and/or its trustees, collectively or individually, its officers, employees and/or agents for any injury, death, damage or loss to person or property arising out of the emergency response communications and dispatching services provided hereby, including but not limited to, any claim or actions for contribution under the Illinois Contribution Act (740 ILCS 100/0.01 et seq.) as well as any action alleging improper selection, installation or maintenance of CICERO 's emergency response communications and dispatch system and equipment.

This waiver shall not apply to such claims or actions seeking relief for breach of this Agreement or willful or wanton conduct by CICERO and/or its trustees, collectively or individually, its officers, employees and/or agents for any injury, death, damage or loss to person or property arising out of the emergency response communications and dispatching services provided hereby, including but not limited to, any claim or actions for contribution under the Illinois Contribution Act (740 ILCS 10010.01 et seq.).

**22. No Personal Liability.**

No Covenant or agreement contained in this contract shall be deemed to be the covenant or agreement of any official, officer, agent or employee of CICERO or STICKNEY and all acts of are in their official capacities as units of government. Neither the Corporate Authorities, or any other official or employee of STICKNEY or CICERO shall be liable personally or in any other manner, under this contract or be subject to personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance dispatching services.

**23. Enforcement.**

Every obligation assumed or imposed upon by this Agreement shall be enforceable by CICERO by appropriate action or proceeding, and CICERO may have and pursue any and all remedies provided by law or equity for the enforcement of such action.

Failure on the part of CICERO in any instance or under any circumstance to observe or fully perform any obligation assumed by or imposed upon it by this Agreement except its failure to provide emergency response dispatching services without just cause, shall not release STICKNEY from making any payment to CICERO or fully performing any other obligation required of it under this Agreement.

Every obligation assumed or imposed upon CICERO by this Agreement shall be enforceable by appropriate action or proceeding, and STICKNEY may have and pursue any and all remedies provided by law or equity for enforcement of such action or for compelling performance by CICERO of said obligation assumed or imposed upon CICERO.

**24. Governing Law and Choice of Venue.**

CICERO and STICKNEY hereby agree that any disputes between CICERO and STICKNEY only and relating in any way to or otherwise arising out of this Agreement shall be governed by the laws of the State of Illinois and shall be adjudicated, if necessary, in the Circuit Court of Cook County, Illinois.

**25. Entire Agreement.**

This Agreement represents the entire Agreement between CICERO and STICKNEY supersedes all prior negotiations, agreements, resolutions, motions or parts of agreements. Resolutions or motions in conflict with any portion of this Agreement are hereby repealed. This Agreement and any amendments, changes, modifications or additions hereto shall be binding upon and inure to the benefit of the respective heirs, successors, assigns, partners and/or legal representatives of CICERO and STICKNEY. This Agreement shall be executed in two (2) counterparts each of which shall be deemed an original but both of which shall constitute one and the same agreement.

**26. Severability.**

In the event that any section, paragraph or provision of this Agreement is invalid or unenforceable for any reason, the invalid or unenforceable section paragraph or provision shall be severed from this Agreement and shall not affect the validity or enforceability of the remaining provisions of this Agreement.

**(SIGNATURE PAGE FOLLOWS)**

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

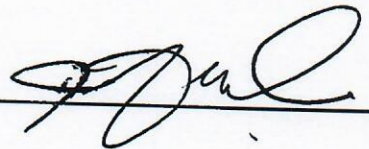
DATED this 22nd day of May, 2018.

TOWN OF CICERO

By:   
Its President

ATTEST:   
Its Town Clerk

VILLAGE OF STICKNEY

By:   
Its Mayor

ATTEST:   
Its Village Clerk

ORDINANCE NO. 45-18

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDED INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF CICERO AND THE VILLAGE OF STICKNEY FOR THE PROVISION OF EMERGENCY RESPONSE COMMUNICATIONS AND DISPATCHING SERVICES FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.**

WHEREAS, the Town of Cicero (the "Town") was created by a charter enacted by the Illinois General Assembly (the "Charter"); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the provisions of Article VII, Section 10 of the Constitution of the State of Illinois authorize and encourage intergovernmental cooperation amongst units of local government, such as municipalities; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) (the "Act") authorizes public agencies, which includes units of local government, to jointly enjoy and/or exercise power or powers, privileges, functions or authority with any other public agencies, except where specifically and expressly prohibited by law; and

WHEREAS, an intergovernmental agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which governs the terms whereby the Town will provide certain emergency response communications and dispatching services (the "Services") to the

Village of Stickney ("Stickney") was previously approved; and

WHEREAS, subsequent to said approval, certain additions and amendments to the Agreement were necessary and were negotiated by the Town and Stickney; and

WHEREAS, an amended intergovernmental agreement (the "Amended Agreement") was approved by the Emergency Telephone System Board (the "ETSB") on April 5, 2018, a copy of which is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Town President (the "President") and the Board of Trustees of the Town (the "Town Board" and with the President, the "Corporate Authorities") have determined that it is both advisable and in the best interests of the Town and its residents to enter into and approve the Amended Agreement; and

WHEREAS, based on the foregoing, the Corporate Authorities find that it is in the best interests of the residents of the Town to approve, enter into and execute an agreement with terms substantially the same as the terms of the Amended Agreement; and

WHEREAS, the President is authorized to enter into and the Town Attorney (the "Attorney") is authorized to revise agreements for the Town making such insertions, omissions and changes as shall be approved by the President and the Attorney;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Town of Cicero, County of Cook, Illinois as follows:

## **ARTICLE I. IN GENERAL**

### **Section 1.00 Findings.**

That the Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

**Section 2.00 Purpose.**

The purpose of this Ordinance is to authorize the President or his designee to enter into the Amended Agreement whereby the Town will provide the Services to Stickney, and to further authorize the President or his designee to take all steps necessary to carry out the terms of this Ordinance and to ratify any steps taken to effectuate those goals.

**ARTICLE II.  
AUTHORIZATION**

**Section 3.00 Authorization.**

That the Town Board hereby authorizes and directs the President or his designee to negotiate, enter into and approve the Amended Agreement, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Ordinance. The Town Board further authorizes and directs the President or his designee to execute the Amended Agreement with such insertions, omissions and changes as shall be approved by the President and the Attorney. The Town Clerk is hereby authorized and directed to attest to and countersign the Amended Agreement and any other documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. The officers, agents and/or employees of the Town shall take all action necessary or reasonably required by the Town to carry out, give effect to and consummate the purpose of this Ordinance and shall take all action necessary in conformity therewith.

**ARTICLE III.  
HEADINGS, SAVINGS CLAUSES, PUBLICATION,  
EFFECTIVE DATE**

**Section 4.00 Headings.**

The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

**Section 5.00 Severability.**

The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

**Section 6.00 Superseder.**

All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

**Section 7.00 Publication.**

A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

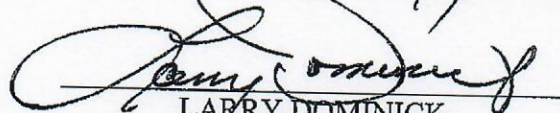
**Section 8.00 Effective Date.**

This Ordinance shall be effective and in full force immediately upon passage and approval.


ADOPTED this 22nd day of May, 2018, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Viruso	X			
Cundari			✓	
Reitz	X			
Garcia	X			
Banks	X			
Porod	X			
Cava	X			
(President Dominick)	—	—	—	—
<b>TOTAL</b>	<b>6</b>	<b>0</b>	<b>1</b>	<b>0</b>

APPROVED by the President on May 22, 2018

  
 LARRY DOMINICK  
 PRESIDENT

ATTEST:

  
 MARIA PUNZO-ARIAS  
 TOWN CLERK

STATE OF ILLINOIS        )  
                                      ) ss.  
COUNTY OF COOK         )

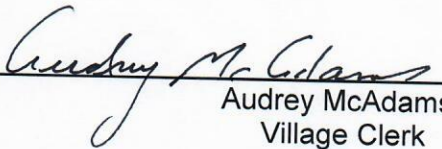
CLERK'S CERTIFICATION

The undersigned, duly elected, qualified and acting Clerk of the Village of Stickney, Cook County, Illinois, does hereby certify that attached hereto is a true and correct copy of Ordinance 2018-18 of said Village as adopted on April 3, 2018, titled: An Ordinance Authorizing the Execution of An Intergovernmental Agreement by and Between the Village of Stickney and the Town of Cicero for the Provision of Emergency Response Communications and Dispatching Services for the Village of Stickney, County of Cook, State of Illinois

Which Ordinance was duly adopted and passed, on a duly recorded roll call vote, by the Corporate Authorities of the Village of Stickney at a public meeting of the Corporate Authorities of the Village held on the 3<sup>rd</sup> day of April, 2018.

I do further certify that a quorum of said Board of Trustees was present at said meeting and that said Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hands this 3<sup>rd</sup> day of April, 2018.

  
\_\_\_\_\_  
Audrey McAdams  
Village Clerk

[SEAL]

**ORDINANCE NO. 2018- 17**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE CONSOLIDATED EMERGENCY RESPONSE CENTER OF COOK COUNTY (CERCCC) JOINT 9-1-1 AUTHORITY AND TERMINATING THE OPERATION OF THE VILLAGE OF STICKNEY EMERGENCY TELEPHONE SYSTEM BOARD, FOR THE VILLAGE OF STICKNEY, COUNTY OF COOK, STATE OF ILLINOIS**

**WHEREAS**, the Village of Stickney (the "Village") is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

**WHEREAS**, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, rules and regulations; and

**WHEREAS**, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") are committed to ensuring the health, safety and welfare of Village residents; and

**WHEREAS**, the provisions of Article VII, Section 10 of the Constitution of the State of Illinois authorize and encourage intergovernmental cooperation amongst units of local government, such as municipalities; and

**WHEREAS**, the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) (the "Act") authorizes public agencies, which includes units of local government, to jointly enjoy and/or exercise power or powers, privileges, functions or authority with any other public agencies, except where specifically and expressly prohibited by law; and

**WHEREAS**, the Village previously established an Emergency Telephone System Board (the "Village ETSB") and the Village became a recognized 9-1-1 system; and

**WHEREAS**, Section 15.4a of the Emergency Telephone System Act (50 ILCS 750/15.4a) requires the consolidation of certain Emergency Telephone System Boards ("ETSB"); and

**WHEREAS**, the Village and the Town of Cicero ("Cicero") desire to establish a Joint 9-1-1 Authority and become members of the Consolidated Emergency Response Center of Cook County (the "CERCCC"), a Consolidated 9-1-1 Emergency Dispatch Center; and

**WHEREAS**, there exists an intergovernmental agreement to establish the Consolidated Emergency Response Center of Cook County 9-1-1 Authority (the "Agreement"), attached hereto and incorporated herein as Exhibit A, whereby the Village and the Town will establish and join the CERCCC; and

**WHEREAS**, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") have determined that it is both advisable and in the best interests of the Village and its residents to enter into and approve of the Agreement; and

**WHEREAS**, based on the foregoing, the Corporate Authorities find that it is in the best interests of the residents of the Village to approve, enter into and execute an agreement with terms substantially the same as the terms of the Agreement; and

**WHEREAS**, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to revise agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney;

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS, as follows:**

**ARTICLE I.  
IN GENERAL**

**SECTION 1. INCORPORATION CLAUSE.**

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

**SECTION 2. PURPOSE.**

The purpose of this Ordinance is to authorize the President or his designee to enter into the Agreement whereby the Village and Cicero will establish and join the CERCCC, and to further authorize the President or his designee to take all steps necessary to carry out the terms of this Ordinance and to ratify any steps taken to effectuate those goals.

**ARTICLE II.  
AUTHORIZATION**

**SECTION 3. AUTHORIZATION.**

That the Village Board hereby authorizes and directs the President or his designee to negotiate, enter into and approve the Agreement, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Ordinance. The Village Board further authorizes and directs the President or his designee to execute the Agreement with such insertions, omissions and changes as shall be approved by the President and the Attorney. The Village Board further authorizes the dissolution of the Village ETSB. The Village Board further authorizes and directs the President or his designee to take any action necessary to effectuate the dissolution of the Village ETSB in conformance with law and subject to the terms of the Agreement. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the purpose of this Ordinance and shall take all action necessary in conformity therewith.

**ARTICLE III.  
HEADINGS, SAVINGS CLAUSES, PUBLICATION,  
EFFECTIVE DATE**

**SECTION 4. HEADINGS.**

The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

**SECTION 5. SEVERABILITY.**

The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

**SECTION 6. SUPERSEDER.**

All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

**SECTION 7. PUBLICATION.**

A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

**SECTION 8. EFFECTIVE DATE.**

This Ordinance shall be effective and in full force immediately upon its passage and approval.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

**PASSED** this 3<sup>rd</sup> day of April, 2018.

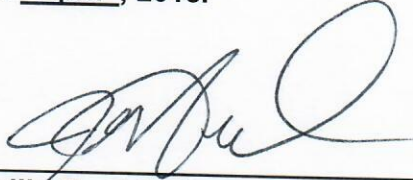
**AYES:** Trustee Hrejsa, Kapolnek, Milenkovic, Torres and White

**NAYS:** None

**ABSENT:** Trustee Savopoulos

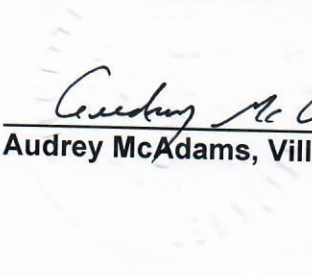
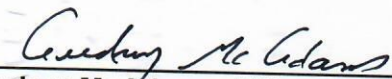
**ABSTENTION:** None

**APPROVED** by me this 3<sup>rd</sup> day of April, 2018.



\_\_\_\_\_  
Jeff Walik, President

**ATTESTED AND FILED** in my  
office this 3<sup>rd</sup> day of April, 2018.

  
  
\_\_\_\_\_  
Audrey McAdams, Village Clerk

**EXHIBIT A**

**ORDINANCE NO. 2018- 18**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF STICKNEY AND THE TOWN OF CICERO FOR THE PROVISION OF EMERGENCY RESPONSE COMMUNICATIONS AND DISPATCHING SERVICES FOR THE VILLAGE OF STICKNEY, COUNTY OF COOK, STATE OF ILLINOIS**

**WHEREAS**, the Village of Stickney (the "Village") is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

**WHEREAS**, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, rules and regulations; and

**WHEREAS**, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") are committed to ensuring the health, safety and welfare of Village residents; and

**WHEREAS**, the provisions of Article VII, Section 10 of the Constitution of the State of Illinois authorize and encourage intergovernmental cooperation amongst units of local government, such as municipalities; and

**WHEREAS**, the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) (the "Act") authorizes public agencies, which includes units of local government, to jointly enjoy and/or exercise power or powers, privileges, functions or authority with any other public agencies, except where specifically and expressly prohibited by law; and

**WHEREAS**, there exists an intergovernmental agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which governs the terms whereby the Town of Cicero (the "Town") will provide certain emergency response communications and dispatching services (the "Services") to the Village; and

**WHEREAS**, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") have determined that it is both advisable and in the best interests of the Village and its residents to enter into and approve of the Agreement; and

**WHEREAS**, based on the foregoing, the Corporate Authorities find that it is in the best interests of the residents of the Village to approve, enter into and execute an agreement with terms substantially the same as the terms of the Agreement; and

**WHEREAS**, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to revise agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney;

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS, as follows:**

**ARTICLE I.  
IN GENERAL**

**SECTION 1. INCORPORATION CLAUSE.**

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

**SECTION 2. PURPOSE.**

The purpose of this Ordinance is to authorize the President or his designee to enter into the Agreement whereby the Town will provide the Services to the Village, and to further authorize the President or his designee to take all steps necessary to carry out the terms of this Ordinance and to ratify any steps taken to effectuate those goals.

**ARTICLE II.  
AUTHORIZATION**

**SECTION 3. AUTHORIZATION.**

That the Village Board hereby authorizes and directs the President or his designee to negotiate, enter into and approve the Agreement, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Ordinance. The Village Board further authorizes and directs the President or his designee to execute the Agreement with such insertions, omissions and changes as shall be approved by the President and the Attorney. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the purpose of this Ordinance and shall take all action necessary in conformity therewith.

**ARTICLE III.  
HEADINGS, SAVINGS CLAUSES, PUBLICATION,  
EFFECTIVE DATE**

**SECTION 4. HEADINGS.**

The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

**SECTION 5. SEVERABILITY.**

The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

**SECTION 6. SUPERSEDER.**

All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

**SECTION 7. PUBLICATION.**

A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

**SECTION 8. EFFECTIVE DATE.**

This Ordinance shall be effective and in full force immediately upon its passage and approval.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this 3<sup>rd</sup> day of April, 2018.

AYES: Trustees Hrejsa, Kapolnek, Milenkovic, Torres and White

NAYS: None

ABSENT: Trustee Savopoulos

ABSTENTION: None

APPROVED by me this 3<sup>rd</sup> day of April, 2018.



\_\_\_\_\_  
Jeff Walik, President

ATTESTED AND FILED in my  
office this 3<sup>rd</sup> day of April, 2018.



\_\_\_\_\_  
Audrey McAdams, Village Clerk

**EXHIBIT A**

# THE CONSOLIDATED EMERGENCY RESPONSE CENTER OF COOK COUNTY JOINT 9-1-1 AUTHORITY BYLAWS

## ARTICLE I PURPOSE

The Consolidated Emergency Response Center of Cook County Joint 9-1-1 Authority (hereinafter "the Joint 9-1-1 Authority") is a cooperative venture voluntarily established by its members pursuant to the Consolidated Emergency Response Center of Cook County Joint 9-1-1 Authority Intergovernmental Agreement (hereinafter "the Agreement") entered into by them in accordance with the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*) The Joint 9-1-1 Authority has been established for the purpose of providing the equipment, services, personnel, facilities, and other items necessary for the implementation, operation, maintenance, and repair of a 9-1-1 Emergency Telephone System (hereinafter, the "System") within portions of Cook County, Illinois.

## ARTICLE II MEMBERSHIP

A. The members of the Joint 9-1-1 Authority are the Village of Stickney and the Town of Cicero (hereinafter, individually, a "Member Municipality," or collectively, the "Member Municipalities").

B. Any municipality which hereinafter becomes a participating member of the Consolidated Emergency Response Center of Cook County (hereinafter, individually, "The Dispatch Center") also become a member of the Joint 9-1-1 Authority, provided that all current Member Municipalities and the new member approve and execute an addendum (hereinafter, the "Addendum") of new membership into the Joint 9-1-1 Authority, and provided that the new member enters into an Intergovernmental Agreement with the Town of Cicero for emergency 9-1-1 Dispatch Services.

C. The Addendum authorizing a new Member Municipality of the Joint 9-1-1 Authority shall require the new Member Municipality to:

1. Agree to be bound by the Joint 9-1-1 Authority's Bylaws.
2. Deliver to the Joint 9-1-1 Authority a duly certified ordinance or resolution in proper form authorizing and directing such member's execution of the Addendum, along with a copy of the new Member Municipality's Intergovernmental Agreement with the Town of Cicero.

3. Deliver to the Joint 9-1-1 Authority a duly authorized ordinance in proper form rescinding any local ordinance or resolution which created an Emergency Telephone System Board within such Member Municipality.

D. Termination: Any Member Municipality of the Joint 9-1-1 Authority may terminate its membership at any time upon thirty (30) days written notice to each of the remaining Member Municipalities of the Joint 9-1-1 Authority. All Surcharge Funds (as hereinafter defined) allocated to the Member Municipality that terminates its membership in the Joint 9-1-1 Authority shall be returned to that Member Municipality, within ninety (90) days of said Member Municipality's termination of its membership, except for those funds loaned to Member Municipalities by the Town of Cicero for any costs incurred by the Town of Cicero to help move the Member Municipalities into the The Dispatch Center.

### **ARTICLE III JOINT 9-1-1 AUTHORITY**

#### **A. JOINT 9-1-1 AUTHORITY BOARD; POWERS**

The functions and operations of the Joint 9-1-1 Authority shall be governed by the Joint 9-1-1 Authority Board (hereinafter the "Board"). The Board shall consist of voting members and non-voting members. The voting members of the Board shall be comprised of eight (8) members of the Town of Cicero and one (1) member for each additional Member Municipality that is designated by each of the additional Member Municipalities, provided that voting member for each additional Member Municipality must be a representative of that Member Municipality's 9-1-1 public safety agencies, including but not limited to its police department, fire department, emergency medical services provider and its emergency services and disaster agencies, appointed on the basis of their ability or experience. Notwithstanding any provision of these Bylaws to the contrary, the voting members of the Board shall include one additional member of the Town of Cicero for each new Member Municipality that becomes a participating member of the Dispatch Center in accordance with Article II of these Bylaws. The non-voting members may be comprised of advisors, each of whom shall be appointed by a majority of the voting members of the Board.

The powers of the Board shall include:

1. Planning a 9-1-1 System, as such term is defined in the Emergency Telephone System Act.
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 under Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3), and from any other source for deposit into the Joint 9-1-1 Authority Fund (hereinafter "the Fund").

4. Authorizing all disbursements from the Fund.
5. Hiring, on a temporary basis, any staff necessary for the implementation or upgrade of the System.
6. Making and entering into contracts.
7. Exercising all powers necessary and incidental to carrying out the purposes set forth in Article I of these Bylaws, including, but not limited to, approving amendments to these Bylaws, accepting new members, and approving the annual budget of the Joint 9-1-1 Authority, provided, however, that such action shall not be inconsistent with the laws of the State of Illinois.

**B. VOTING; VACANCY; COMPENSATION**

1. Each voting member of the Board shall be entitled to one vote upon each matter submitted to a vote at a Board meeting.
2. Proxy or absentee voting is not allowed. However, each voting member of the Board may designate a person to serve in his or her absence at regular or special meetings, with the authority to vote on behalf of such absent Board member. The person so designated by a voting member of the Board shall be either a police or fire chief or a member of the command staff for either the police or fire department of such Member Municipality.
3. If any voting member of the Board ceases to be an official or employee of their respective Municipality, such Member Municipality's seat on the Board shall be vacant, until a successor is duly appointed by the Member Municipality.
4. Voting members of the Board shall serve on the Board without salary, but each may be reimbursed for necessary expenses incurred in connection with the Joint 9-1-1 Authority business.

**C. MEETINGS**

1. Regular meetings of the Board shall be held at 5303 W. 25<sup>th</sup> Street, Cicero, Illinois on the first Thursday of the month. At least five (5) days prior to each regular meeting, the Chairman of the Board shall cause an agenda for such meetings to be sent to each of the other Board members.
2. Special meetings of the Board may be called by its Chairman or by any four (4) members of the Board as follows:
  - a) The person(s) calling for the special meeting shall provide written notice of such special meeting to each member of the Board, which notice shall be provided not less than forty-eight (48) hours in advance of such special meeting, and which

notice shall also include an agenda which specifies the subject or subjects of such special meeting.

- b) Business conducted at said special meeting shall be limited to those items specified in the agenda.
  - c) Notwithstanding the above, an emergency meeting may be called without forty-eight (48) hours advance written notice, if a majority of the voting members of the Board agree, but written notice of such emergency meeting shall be provided to all Board members as soon as practicable, along with the subject matter of such emergency meeting.
3. Unless otherwise specified in these Bylaws, a quorum for the transaction of all business by the Board shall consist of a majority of the voting members of the Board (*e.g.*, if 10 voting members, a quorum is 6 members).
  4. Except to the extent that these Bylaws or any rules adopted by the Board impose a stricter requirement, all meetings of the Board shall comply with the requirements of the Illinois Open Meetings Act 5 ILCS 120/1 *et seq.*
  5. To the extent not contrary to these Bylaws, Robert's Rules of Order shall govern the conduct of all meetings of the Board.

#### **D. OFFICERS**

Officers of the Board shall consist of a Chairman, a Vice Chairman, a Secretary and a Treasurer. The Officers of the Board shall be appointed by the Town of Cicero's President.

##### 1. Chairman

The Chairman shall:

- a) Conduct meetings of the Board.
- b) Sign or co-sign any instruments which the Board has authorized to be executed.
- c) Perform all duties incident to the office of Chairman and such other duties as may be prescribed by the Board from time to time, provided that such other duties are consistent with these Bylaws, the Agreement and applicable laws, including the applicable Rules and Regulations of the Illinois Commerce Commission or the Office of the Illinois State Police Statewide 9-1-1 Administrator.

- d) Provide a bond in the amount of \$1,000,000 for the faithful discharge of his duties with such surety or sureties as the Board shall determine. The bond premium shall be paid by the Joint 9-1-1 Authority.

## 2. Vice Chairman

- a) In the event of the absence of the Chairman or in the event of the Chairman's inability or refusal to act, the Vice Chairman shall perform the duties of Chairman, until such time as the Chairman or his/her successor undertakes to perform the duties of the Chairman.
- b) Provide a bond in the amount of \$1,000,000 for the faithful discharge of his duties with such surety or sureties as the Board shall determine. The bond premium shall be paid by the Joint 9-1-1 Authority.

## 3. Secretary

The Secretary shall:

- a) Keep the minutes of the Board.
- b) See that all notices are duly made, given or published, in accordance with the provisions of these Bylaws or as required by law.
- c) Act as custodian of the records and the Freedom of Information Officer of the Joint 9-1-1 Authority.
- d) Perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the Board.
- e) Provide a bond in the amount of \$1,000,000 for the faithful discharge of his duties with such surety or sureties as the Board shall determine. The bond premium shall be paid by the Joint 9-1-1 Authority.
- f) Shall not be entitled to any compensation for services rendered as Secretary.

## 4. Treasurer

In accordance with 50 ILCS 750/15.4(c), a Treasurer shall be appointed by the Board.

The Treasurer shall:

- a) Receive and act as custodian and be responsible for all funds generated through a surcharge on telephone in service network connections, as well as any other funds generated in support of the Joint 9-1-1 Authority.
- b) Dispense funds from the Fund in accordance with Illinois law and these Bylaws.
- c) Perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him/her by the Board.
- d) Provide a bond in the amount of \$1,000,000 for the faithful discharge of his duties with such surety or sureties as the Board shall determine. The bond premium shall be paid by the Joint 9-1-1 Authority.
- e) Shall not be entitled to any compensation for services rendered as Treasurer.

5. Advisors

The Board may appoint non-voting member(s) of the Board to serve as the Board's advisors, as the Board deems necessary. Advisors may consist of management officials and representatives from the Joint 9-1-1 Authority's dispatch center. Advisors may also include, but not be limited to, administrative staff from the Member Municipalities including a Member Municipality's police and/or fire departments. Advisors shall have no vote on the Board or be entitled to any compensation for services rendered as Advisors.

## ARTICLE IV 9-1-1 AUTHORITY FUND

1. There shall be created a Joint 9-1-1 Authority Surcharge Fund (hereinafter the "Fund") into which all 9-1-1 surcharge receipts from the Member Municipality (hereinafter the "Surcharge Funds") shall be deposited.
2. The Joint 9-1-1 Authority Treasurer shall be the custodian of the Fund.
3. The Chairman and Vice Chairman shall each be a legal signatory of the Board for the management of the monies belonging to, or in the custody of the Board, of which one (1) signatory shall be required for each check or other instrument of withdrawal of monies from any bank accounts or other depository.
4. Surcharge Funds collected shall be segregated, allocated and recorded separately for each Member Municipality, in the same proportion that would have been received by such Member Municipality prior to its consolidation with the other Member Municipalities. These allocations shall include any surcharge amounts contributed by a Member Municipality at the time of joining the Joint 9-1-1 Authority. (For example, Surcharge Funds generated on behalf of the Village of Stickney shall be segregated and

allocated for use, as directed by the voting member of the Board representing the Village of Stickney.)

5. All interest accruing on the Fund shall remain in the Fund, and shall be allocated amongst each Member Municipality in the same manner as set forth hereinabove for Surcharge Funds.
6. No expenditures may be made from such fund, except upon the direction of the Joint 9-1-1 Authority Board, by ordinance or resolution adopted by a majority of all voting members of the Board. However, the Board shall be required to approve any expenditures from the segregated Surcharge Funds of a Member Municipality, upon the recommendation of the voting members of the Board for said Member Municipality, provided that such expenditures are in compliance with Paragraph 6 hereinafter.
7. Expenditures may be made only to pay for the costs associated with the following:
  - a) The design of the emergency telephone answering System.
  - b) The coding, updating and maintenance of the master street address guide database.
  - c) The repayment of monies advanced for the implementation of the System.
  - d) The charges for procurement, maintenance, replacement and update of automatic number identification and automatic location identification equipment.
  - e) The nonrecurring charges related to installation of the emergency telephone answering System and the ongoing network charges.
  - f) The purchase of other products and services necessary for the implementation, upgrade and maintenance of the 9-1-1 Authority's 9-1-1 Dispatch Center and any other purpose related to the operation of its 9-1-1 Dispatch Center, including costs attributable directly to the construction, leasing or maintenance of any buildings or facilities or costs or personnel attributable directly to the operation of its 9-1-1 Center.
  - g) Personnel and professional services.
  - h) The implementation of a computer aided dispatch system or hosted supplemental 9-1-1 services.
  - i) Any other expenditure permitted by the Emergency Telephone System Act.
7. The Joint 9-1-1 Authority may create such other bank accounts as are necessary for the operation of the 9-1-1 System. However, Surcharge Funds shall be kept in a separate account, as detailed in this Section.

**ARTICLE V  
AMENDMENT TO THE BYLAWS**

1. Amendments to these Bylaws may be proposed by any member of the Board.
2. Any proposed amendment shall be submitted to the Board at least thirty 30 days prior to the meeting of the Board at which such proposed amendment is to be considered.
3. A three-fourths (3/4) vote of the voting members of the Board shall be required to adopt any amendment to these Bylaws.
4. No amendment shall be in conflict with the Intergovernmental Agreement executed by the Member Municipalities, the laws of the State of Illinois or the applicable Rules and Regulations of the Illinois Commerce Commission or the Office of the Illinois State Police's Statewide 9-1-1 Administrator.

**ARTICLE VI  
EFFECTIVE DATE**

These Bylaws shall be effective immediately upon approval by the Board.

# **NORCOMM**

**PUBLIC SAFETY COMMUNICATIONS, INC.**

**EMERGENCY DISPATCH SERVICES CONTRACT**

**FOR THE  
TOWN OF CICERO**

**February 1, 2015 through January 31, 2018**

This Agreement made and entered into on February 1, 2015, by and between NORCOMM Public Safety Communications, Inc., an Illinois Corporation, (hereafter referred to as "Contractor"), and the Town of Cicero, Cook County, Illinois (hereinafter referred to as "Town"), an Illinois Unit of Local Government.

**WHEREAS**, the Town is in the business of furnishing personnel and equipment for fire, police and emergency medical dispatch services within the Town; and

**WHEREAS**, the Town operates a 9-1-1 dispatch service organized and operating in Cook County, Illinois; and

**WHEREAS**, the residents of the Town are provided emergency fire, police and medical services by the Town; and

**WHEREAS**, the Town wishes to use the Contractor's services for staffing the Town's 9-1-1 Center, and the Contractor wishes to provide such services.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and promises hereinafter set forth, the sufficiency of which are hereby acknowledged, the parties hereto have agreed and do hereby agree as follows:

**ARTICLE I.**  
**TERM AND TERMINATION**

1.1 This Agreement shall take effect on February 1, 2015, hereinafter referred to as the Effective Date. This Agreement shall remain in effect for three (3) years, with February 1, 2015 through January 31, 2016 designated as Year 1, February 1 2016 through January 31, 2017 designated as Year 2 and January 31, 2017 through January 31, 2018 designated as Year 3.

1.2 Either party may terminate this Agreement upon written notice if the other party commits a material breach. Notwithstanding the foregoing, either party may terminate this Agreement at its convenience with or without cause at its sole and absolute discretion with ninety (90) days' notice provided that, in the Town's reasonable discretion, proper coverage for dispatch operations is continually maintained. A failure by either party to observe or perform any of the material terms and conditions of this Agreement, where such failure continues for a period of thirty (30) days after receipt of written notice of such failure from the other party, shall constitute a material breach of this Agreement. Notwithstanding the foregoing, in the event that Contractor's acts or omissions constitute a threat to the health, safety or welfare of the Town or its residents, the Town may immediately terminate this Agreement and pursue such other remedies as it deems necessary and advisable to protect the public welfare.

**ARTICLE II.**  
**NORCOMM'S DUTIES**

Contractor will be responsible for the overall management of the Town's 9-1-1 Communication Center, including the physical plant, financial plan policies, procedures, rules, regulations and staffing necessary for the operation of the Town's 9-1-1 Communication Center. However, under no circumstances shall the Contractor be responsible for the purchase or replacement of equipment within the physical plant of the Town's 9-1-1 Communication Center. Contractor will provide telecommunicators and supervision to adequately provide the 9-1-1 dispatch service for the Town. Contractor will provide an assigned Director and Deputy Director. The Deputy Director will be appointed on the date the Town's new Computer Aided Dispatch (CAD) system, Mobile Data Terminal System (MDT) and Records Management System (RMS) begin to be implemented and deployed. The Deputy Director will be in charge of support services for the Town's 9-1-1 Center and responsibilities shall include but not be limited to:

- Administrator of the Town's new Computer Aided Dispatch System (CAD), Mobile Data Terminal System (MDT), and Records Management System (RMS).
- Management of Vendors who service the 9-1-1 Equipment contained in the 9-1-1 Center.
- Act as Director of the 9-1-1 Center in the absence of the Director.

Contractor will also provide four (4) telecommunicators working Town emergency fire, police and medical service dispatch to provide 24 hours, 7 days, 365 days per year coverage. All telecommunicators provided by Contractor will be LEADS certified in accordance with 20 IL Adm Code Sec 1240 *et seq* and 210 IL Adm Code 50/3.70 and Illinois Administrative Code Title 77: Chapter I; sub-chapter f; part 515.70. Contractor further agrees to provide the following services:

- a. Cooperate and interface with the Town's fire, police and emergency medical administrative personnel, the Cicero Emergency Telephone System Board and other agencies to analyze problems, continuously improve service, institute and develop procedures and protocols to address needs and services and ensure continued responsiveness within the community.
- b. Obtain and maintain proper and adequate resources and staff to achieve the goals of the Town in the Contractor's operation of the Town's 9-1-1 Communication Center.
- c. Oversee budgeting and other fiscal operations, daily administration, record keeping and consult with fire, police and emergency medical administrative personnel at least monthly to review procedures.
- d. When requested, require attendance of a contractor representative at specified Town regular monthly board meetings.
- e. Direct, guide and control the activities of staff in accordance with procedures and protocols established by agreement of the parties and analyze operating procedures to improve efficiency and effectiveness.

f. Assist in the formulation of policies for responses and responses to emergency situations, modifying existing plans, decisions and actions to meet the goals of the Town 9-1-1 Communication Center.

Contractor represents and warrants the following:

a. Contractor, in the delivery of management services, and in the use and occupancy of its assets and properties, wherever located, and in the provision of any services by it, is and has been in compliance with all applicable federal, state, local, or other governmental laws or ordinances, foreign or domestic (including, but not limited to, Federal Communications Regulations, and all laws affecting Civil Rights, including the Illinois Human Rights Act requirement regarding sexual harassment policies), and any order, rule or regulation of any federal, state, local or other governmental agency or body, foreign, or domestic. Contractor has not received any determinations of violation with respect thereto which have not been disclosed and provided to the Town.

b. Contractor is a corporation that is duly organized, validly existing and in good standing under the laws of the State of Illinois with power and authority to conduct its business as currently conducted and as contemplated by this agreement.

c. All necessary corporate, regulatory, or other similar action has been taken to authorize and empower Contractor to execute, deliver and perform this agreement.

### **ARTICLE III. INSURANCE INDEMNIFICATION**

During the term of this Agreement, NORCOMM shall maintain, in full force and effect, insurance policies written on an incurred loss basis, being of the kind and with the limits designated below and making the Town an additional insured party.

a. **Workers' Compensation and Unemployment Insurance.** Contractor shall purchase, and upon request Contractor shall provide Town evidence that it has secured, workers' compensation and unemployment insurance for its employees in amounts required by Illinois law.

b. **Professional Liability Insurance.** Contractor shall purchase, and upon request Contractor shall provide the Town evidence that it has secured, for itself and its employees comprehensive professional liability insurance with an aggregate coverage of at least \$10,000,000 (ten million dollars).

c. **Comprehensive General Liability (CGL) Insurance.** Contractor shall purchase, and upon request Contractor shall provide Town evidence that it has secured, comprehensive general liability insurance affording the following coverage: bodily injury, property damage and personal injury insurance, with a minimum of \$10,000,000 (ten million dollars) combined aggregate limit of liability.

Contractor may purchase a single policy for both CGL and professional liability coverage.

d. **Coverage Limits.** The coverage limits described in this paragraph shall, at all times, be fully available for the protection of the Town.

e. **Contractor's Insurance.** In the event any claim or suit is brought against the Town and the claim is directly attributable to the act/fault/negligence of Contractor's employees, Contractor's insurance will be primary and will defend and indemnify the Town from the claim. Contractor, its employees, officers and agents shall be named as an additional insured under the Town of Cicero's policy.

f. **Town of Cicero as Additional Insured.** Contractor shall name the Town, and its officers, agents and employees as additional insureds on all insurance policies. All policies shall contain a provision requiring sixty (60) day advance notice to the Town in the event of and prior to cancellation. Before Contractor commences service hereunder, a copy of Contractor's insurance policy or policies evidencing compliance with the provisions hereof shall be provided to the Town.

g. **Notice of Change in Coverage or Cancellation.** Contractor shall notify the Town within forty eight (48) hours of being notified of any change in coverage limits or status of its insurance policies, prior to said change becoming effective.

It is expressly understood and agreed that each party shall in all events defend, indemnify, save, and hold harmless the other, their officers, employees, agents, representatives (collectively the "Indemnified Parties" and individually an "Indemnified Party") from any and all claims, liabilities, obligations, debts, charges, settlements or judgments (including attorneys' fees, paralegal fees, witness fees, and court costs) arising from injuries or property damage, including any and all employment related causes of action attributable to the acts or failure to act of the offending party, its agents, officers, and employees while engaged in the performance of duties under this Agreement. It is expressly understood and agreed that this indemnification and hold harmless shall include, but not be limited to as Indemnified Party(ies): the Contractor, the Town, the Cicero Emergency Telephone System Board, the Town's past and present officials (whether elected or appointed) including the Town President and Board of Trustees.

Notwithstanding the foregoing, it is expressly understood and agreed that the Town has entered into previous contracts for communication services (collectively, the "Prior Agreements" and individually, a "Prior Agreement") with Metro Paramedic Services, Inc. ("Metro") and NORCOMM. Contractor hereby agrees to and pledges to guarantee the obligations to be performed by Metro or NORCOMM under the Prior Agreements on the conditions that a) a judgment is entered against the Town, for which Metro or NORCOMM is obligated to indemnify the Town pursuant to the terms

of the Prior Agreement; b) the Town demands of Metro or NORCOMM payment under the Prior Agreement; and c) Metro or NORCOMM fails to satisfy the judgment. However, under no circumstances shall the Contractor be responsible to guarantee performance and/or payment of Metro or NORCOMM's payment obligations where the Town's Indemnified Party(ies) is/are found by a court of competent jurisdiction to be negligent or willful and wanton in the exercise of their duties.

In the event of a claim, suit or proceeding filed against the Town or the Town's Indemnified Party(ies), the Town shall have the right to approve and consent to any appointed counsel provided by the Contractor to the Town, which consent shall not be unreasonably withheld. Further, in the event of any claim, suit or proceeding against the Town and subject to indemnification by Contractor, the Town shall have the right to approve and consent to any settlement, which consent and approval shall not be unreasonably withheld.

The obligations of Contractor under this agreement shall not be affected by the failure or refusal of any insurance carrier to perform an obligation on its part under any insurance policies.

**ARTICLE IV.  
TOWN'S DUTIES**

**4.1 Cost of Services.**

[REDACTED]

If Contractor recommends, or the Town requests, an increase in staffing levels from that in existence, or contemplated in this Agreement, on February 1, 2015, the parties shall negotiate in good faith an increased fee that shall compensate Contractor for increased labor and other associated costs plus an administrative fee.

4.2 Reports

The Town shall comply with and file any reports required by 83 IL. ADC. 725.220 (c) and/or by 50 ILCS 750/14 and 50 ILCS 750/15 of the Emergency Telephone Systems Act.

**ARTICLE V.**

**NORCOMM'S REPRESENTATIONS AND WARRANTIES**

5.1 NORCOMM, in the delivery of communication services, and in the use and occupancy of its assets and properties wherever located, and in the provision of any services by it, is, and has been, in compliance with all applicable federal, state, local or other governmental laws or ordinances, foreign or domestic (including, but not limited to Federal Communications Regulations, and all laws affecting Civil Rights including the Illinois Human Rights Act requirement regarding sexual harassment policies and the Americans with Disabilities Act) and any order, rule or regulation of any federal, state, local or other governmental agency or body, foreign, or domestic.

5.2 NORCOMM represents and warrants that it is a corporation which is duly organized, validly existing and in good standing under the laws of the State of Illinois with power and authority to conduct its business as currently conducted and as contemplated by this Agreement.

5.3 All necessary corporate, regulatory, or other similar action has been taken to authorize and empower NORCOMM to execute, deliver and perform this Agreement.

**ARTICLE VI.**

**TOWN'S REPRESENTATIONS AND WARRANTIES**

6.1 The Town represents and warrants that it is a body politic and corporate which is an Illinois municipal corporation, duly organized, validly existing and in good standing under the laws of the State of Illinois with power and authority to conduct its business as currently conducted and as contemplated by this Agreement.

6.2 All necessary corporate, regulatory, or other similar action has been taken to authorize and empower the Town to execute, deliver and perform this Agreement.

6.3 This Agreement constitutes a valid, legal and binding obligation of the Town and to the extent permissible by law is enforceable against it in bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights generally and to general principles of equity, regardless of whether such enforcement is considered in a proceeding in equity or at law.

**ARTICLE VII**

**NON-SOLICITATION**

The Town agrees not to solicit for the purposes of hiring any of the Contractor's employees placed with the Town to perform like services for the Town for the duration of this

Agreement and for one (1) year after the termination of this Agreement unless mutually agreed upon by Contractor and the Town in writing.

### **ARTICLE VIII** **RELATIONSHIP OF THE PARTIES**

Contractor understands that the financial crisis of 2008 has resulted in high unemployment rates in and around the Town and that a number of Town residents remain unemployed despite their efforts to secure work. Accordingly, Contractor agrees that in the event of a vacancy in the dispatch center staff, Contractor will solicit potential candidates from the greater Cicero area before soliciting, interviewing or hiring potential candidates from outside of the greater Cicero area to the extent permitted by all applicable federal, state and local laws. Notwithstanding the foregoing, all potential candidates, irrespective of their resident status, must be qualified E-911 personnel according to this Agreement and Contractor's personnel standards.

Contractor and the Town acknowledge the importance of promoting teamwork, mutual respect and fairness among and between Contractor personnel and Town personnel. To ensure a safe, harmonious and productive work environment, at the request of the Town, Contractor agrees to remove and/or transfer certain Contractor personnel "for cause." For the purposes of this agreement, "for cause" shall mean Contractor personnel who: (a) fail to accept direction from the Fire Chief or Police Chief or from any other officer of the Town; (b) fail to abide by or violate any regulation, rule, ordinance, procedure or code established by the Town, the State of Illinois Department of Public Health, the federal government and/or any other governmental unit or association applicable to the operation of E-911 centers; or (c) are unable to work well with Contractor or Town personnel, which includes employees and officials of the Town. In the event that Contractor personnel are removed or transferred from the Town, Contractor shall provide, at its own expense, a qualified replacement who has been approved by the Fire Chief or Police Chief to fulfill the assigned duties of the regularly scheduled personnel until a permanent replacement is selected.

Notwithstanding the above, it is hereby understood that the Contractor shall at all times operate as an independent contractor and shall not at any time be or operate as the agent or employee of the Town, or as a joint venture with or of the Town. This Agreement is not for the benefit of any other party, whether or not referred to herein. A waiver of any breach shall not waive a prior or subsequent breach. All remedies shall be cumulative and pursuit of any one shall not waive any other.

### **ARTICLE IX** **PERSONNEL AS EMPLOYEES OF CONTRACTOR**

Each dispatcher employed by Contractor and operating at the Town shall be employees of Contractor only and not the Town. The Contractor shall be responsible for payment of all wages,

FICA withholding, income tax withholding, unemployment insurance, worker's compensation insurance, comprehensive general liability coverage, professional liability, malpractice insurance coverage, training costs, and all other requirements of local, state or federal law for all personnel provided by Contractor pursuant to the terms of this Agreement.

**ARTICLE X.**  
**COMPLIANCE WITH REGULATIONS**

The Town and the Contractor shall adhere to all county, state and federal rules, regulations, codes, ordinances, and charters as they may apply to the dispatch of emergency services and shall not require any employee do to do any act which may violate same.

**ARTICLE XI.**  
**COMPLIANCE WITH ANTIDISCRIMINATION LAWS**

In carrying out the services provided for under this Agreement, the Town and Contractor shall comply with all applicable provisions of the Illinois Human Rights Act, the rules and regulations promulgated by the Illinois Department of Human Rights, and Title VII of the Civil Rights Act of 1964 prohibiting unlawful discrimination in employment. Contractor's failure to comply with all applicable provisions of the Illinois Human Rights Act or Title VII, including specifically, provisions related to sexual harassment, or applicable rules and regulations promulgated there under, may result in a determination that Contractor is ineligible for future contracts with the Town, and in addition to any other action which may be taken, this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

**ARTICLE XII.**  
**GENERAL PROVISIONS**

10.1 All amendments and modifications to this Agreement shall be in writing and shall be mutually agreed to by both parties.

10.2 Except as limited elsewhere in this Agreement, this Agreement shall be binding upon and inure to the benefit of the Town and NORCOMM and their respective successors, assigns, agents, licensees, and representatives.

10.3 All notices and other communications in connection with this Agreement shall be in writing, and any notice or other communication hereunder shall be deemed delivered to the addressee thereof when delivered in person at the address set forth below, or six business days after deposit thereof in any main or branch United States post office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties, respectively, as follows.

All notices to NORCOMM Public Safety Communications, Inc. hereunder shall be directed to:

Michael G. Tillman  
Vice President

NORCOMM Public Safety Communications, Inc.  
395 W Lake St  
Elmhurst, IL 60126  
Fax: 630-903-2809  
[mtillman@NORCOMM911.com](mailto:mtillman@NORCOMM911.com)

All notices to the Town of Cicero hereunder shall be directed to:

Larry Dominick  
President  
Town of Cicero  
4949 W. Cermak Road  
Cicero, IL 60804

10.4 Either party may delay or forgo enforcing any of its rights or remedies under this agreement without losing or waiving them.

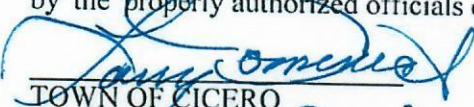
10.5 If any part of this Agreement shall be held to be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of this Agreement.

10.6 This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. No provision of this Agreement shall be applied or construed in a manner inconsistent with applicable Federal and State Laws and Regulations.

10.7 It is the explicit intent of the parties hereto that no person or entity other than the parties hereto, except assignees where permitted by this Agreement, is or shall be entitled to bring any action to enforce any provision of this Agreement against either of the parties hereto.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

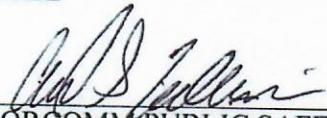
IN WITNESS, the parties hereto have caused this Agreement to be executed by the properly authorized officials of the date and year first written.

  
\_\_\_\_\_

TOWN OF CICERO

*Town President*

TITLE

  
\_\_\_\_\_

NORCOMM PUBLIC SAFETY COMMUNICATIONS, INC.

*Vice President*

TITLE