

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



State of Illinois

Application for
9-1-1 Modification Plan

INTRODUCTION

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

LONG FORM MODIFIED 9-1-1 PLAN:

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

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

The Modified Plan must include the following documents:

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

Attachments (if applicable):

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

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

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

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



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

SHORT FORM MODIFIED 9-1-1 PLAN:

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

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

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

The notification should include:

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

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

Attachments (if applicable):

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

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

911 GENERAL INFORMATION

DATE:

Type of Change: <input checked="" type="checkbox"/> Long Form Modification Plan <input type="checkbox"/> Short Form Modification Plan		
Current System Name:	Population Served	Land Area in Sq Miles
Proviso-Leyden Joint ETSB		

[illegible]

911 System Contact: Donald Nielsen

Street Address: 2600 N. Mannheim Rd

City, State and Zip Code: Franklin Park, IL 60131

Office Telephone: (630) 903-2481

Cellular Telephone: (630) 816-5511

Email: dnielsen@norcomm911.com

Wireless Coverage for Consolidated System:

100 % Phase II compliant

100 % Phase I compliant

Please check if applicable:

_____ NG9-1-1 capable

 X Receive 9-1-1 Text

_____ Receive 9-1-1 Video

VERIFICATION

I, Donald Nielsen, first being duly sworn upon oath, depose and say that I am Communications Director, of Proviso-Leyden JETSB; 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.

Subscribed and sworn to before me

this 7 day of June, 20 19.

NOTARY PUBLIC, ILLINOIS

9-1-1 SYSTEM PROVIDER LETTER OF INTENT

May 20th, 2019

(Date)

Ms. Lisa Wirtanen

(9-1-1 System Provider Company Representative)

AT&T Governmental Services

(9-1-1 System Provider Company Name)

2000 W. AT&T Center Drive

(Street Address)

Hoffman Estates, IL, 60192

(City, State, Zip Code)

Dear Lisa Wirtanen:

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

Sincerely,

(Name)

(Title)

enclosure: Modification Plan

NARRATIVE STATEMENT:

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

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

Plan Narrative:

Narrative

With respect to narrative statement requirements, Proviso-Leyden Joint 9-1-1 Authority states the following:

The removal of the Village of Westchester (Westchester Police and Westchester Fire Departments respectively) from the Joint ETSB. The Village of Westchester has signed an Intergovernmental agreement (IGA) with South West Cook County Joint ETSB. The Proviso-Leyden Joint ETSB has approved the IGA for the transfer for 9-1-1 funds as required by the State of Illinois 9-1-1 Administrator's office. The system will remain otherwise unchanged.

Copies of the intergovernmental agreement is attached to our submission.

As an established 9-1-1 center meeting standards and requirements for 9-1-1 center operations.

The center dispatches currently for six (6) police and nine (9) fire/ems agencies. After the proposed change, the number will reduce to five (5) police and eight (8) fire/ems agencies.

1. The name of the certified 9-1-1 system provider is AT&T. Our system lies entirely in AT&T jurisdiction for wireline 9-1-1 services.

Plan Narrative:

2. There are no changes to the national standards, protocols and/or operating measures that will be followed within the Proviso-Leyden Joint 911 System. As in previously applied documents filed and approved by the ICC, NORCOMM is a facility built in 2005 with a non-advertised location, underground, with no less than two physical barriers to entry. We maintain monitoring systems for the facility, and meet standards related to backup power for our location using a combination of generator, UPS, and battery power from twelve (12) volt and forty-eight (48) volt systems. The 9-1-1 center maintains audio loggers sufficient to records for all phone and radio lines within the center, and redundant systems to maintain call records.

This consolidation plan is a formalization of the step to ensure that surcharge money paid by 9-1-1 Authority residents is received by the Proviso-Leyden 9-1-1 Authority to support 911 functions.

Legacy equipment will be replaced with NG911 capable equipment to prepare for the state-wide network by April with a NG capable phone system currently being deployed at our center. Fiber and microwave backups exist along with other T-1 data connections to ensure continuity of operations. A timeline is being established to determine replacement systems as the new ETSB representation meets to discuss further enhancements to service. We are currently testing radio technology for our police and fire agencies.

There are no changes to how the databases are maintained. It is an ongoing, daily process. Changes are submitted through an electronic process or via paper submissions. Changes to the MSAG are submitted to Intrado within 24 hours of receipt. Modification or changes are verified as corrected when Intrado indicates work is completed. Additionally, our computer aided dispatch (CAD) database is updated to reflect the changes.

The 9-1-1 center provides five (5) in-house service technicians, and maintains contracts with vendors for the maintenance and repair of any of the 9-1-1 system architecture including all CPE and radio systems, and consoles.

The Proviso-Leyden Joint 9-1-1 Authority meets on a regular basis and move forward with the submitted plan to take effect if the South West Cook County Plan is approved by the Statewide 9-1-1 Administrator's office.

FINANCIAL INFORMATION

Annual recurring 9-1-1 network costs prior to modification	\$ <u>69,500.40</u>
Projected annual recurring 9-1-1 network costs after modification	\$ <u>69,500.40</u>
Installation cost of the project	\$ <u>0.00</u>
Anticipated annual revenues	\$ <u>1,513,988.67</u>

FIVE YEAR STRATEGIC PLAN FOR MODIFIED PLAN

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

Narrative:

This executive summary of the 2017-2022 Strategic Plan is presented by NORCOMM Public Safety Communications, Inc. for the Proviso-Leyden Joint 911 Authority. This plan outlines the goals and objectives, financial management activities and strategic direction to be accomplished with the resources allocated by client funding, company investment, and other revenue streams.

The Proviso-Leyden Joint 911 Authority (referred to as the Authority) seeks to provide uniform, prompt, and efficient access to public and private safety services for the citizens of, and visitors to the cities, towns, villages, and districts that comprise our client agencies.

As an organization, we are focused on enhancing public safety communications answering systems, utilizing dedicated staff and agency personnel who are committed to serving citizens and responders with the highest quality services. To guide this effort, the Authority has developed this strategic plan providing the framework for assigning resources and determining the direction for the consolidated 9-1-1 center. The plan is a culmination of an extensive process involving APCO/NENA best practices, client and staff input.

The following strategic goals have been adopted to guide the Authority in fulfilling its mission:

Goal A: Enhance the quality of the 9-1-1 answering system to ensure that all citizens and visitors have access to public safety answering services that are reliable, redundant, secure and diverse.

Goal B: Enhance Network capabilities for emerging technologies, disaster recovery, and multi-jurisdictional cost efficiencies.

Goal C: Enhance the communication and information exchange between the Authority and public safety agencies to strengthen relationships to streamline operational polices.

Goal D: Ensure the financial stability of the Authority and public safety communications systems to sustain their long-term viability as state-of-the-art communications networks.

A total of 16 objectives have been established to guide NORCOMM's approach to accomplish the four goals. Each objective relates to a specific goal, which will be addressed in this strategic plan implementation process.

The strategic plan forms the basis for the tasks and strategies managed by the NORCOMM Management. We will ensure resources are appropriately allocated and committees are assigned activities in support of the goals. Strong local client support will be necessary to respond to the rapid workload and activity growth required for the Authority to effectively respond to the needs identified during the planning process.

There will be many more accomplishments to celebrate in the future. Our action plan will result in a consolidated 9-1-1 center that allows citizens to easily and effectively request emergency assistance, and permits public safety personnel to communicate as needed. The Authority will build on its past successes to continue the strongest possible public safety communications systems for local governments and their constituents.

COMMUNITIES SERVED

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

USE ADDITIONAL SHEETS AS NECESSARY

[illegible]

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USE ADDITIONAL SHEETS AS NECESSARY

[illegible]

PARTICIPATING AGENCIES

Provide a list of public safety agencies (Police, Fire, EMS etc.) that are to be dispatched by the 9-1-1 System. Each Agencies land area(s) in square miles and estimated population which will have access to the proposed 9-1-1 System. Do not forget to include County Sheriff's jurisdiction and Illinois State Police Districts. Each agency that appears on this list should also have signed a call handling agreement.

[illegible]

PARTICIPATING AGENCIES

Provide a list of public safety agencies (Police, Fire, EMS etc.) that are to be dispatched by the 9-1-1 System. Each Agencies land area(s) in square miles and estimated population which will have access to the proposed 9-1-1 System. Do not forget to include County Sheriff's jurisdiction and Illinois State Police Districts. Each agency that appears on this list should also have signed a call handling agreement.

[illegible]

ADJACENT AGENCIES LIST

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

[illegible]

ADJACENT AGENCIES LIST

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

[illegible]

CARRIER LISTING

(Wireline, Wireless, VoIP)

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

(USE ADDITIONAL SHEETS AS NECESSARY)

CARRIERS	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER
AT&T	2000 W. ATT Center Drive, Hoffman Estates, IL	
Verizon	180 Washington Valley Road, Bednunster NJ 07921	
Sprint	6391 Sprint Parkway Overland Park KS 62551	
T-Mobile	4 Sullivan Parkway, Parisppany, NY	
Cricket	10307 Pacific Center Ct San Diego CA 92121	
MetroPCS	2250 Lakeside Blvd	
Comcast	1701 JFK Blvd Philadelphia PA 19103	
Alltel	11760 US Hwy One, Suite 600	
OnStar	300 Renaissance Center (P.O. Box 300)	
ATT Mobility	P.O. Box 97061 Redmond, WA 98073	
XO Communications	13865 Sunrise Valley Dr. Herndon VA 20171	
CBeyond	3200 Interstate North Parkway Suite 500 Atlanta GA 303	
Focal	9641 82nd Ave Edmonton AB Canada T6C0Z9	
Frontier	63 Stone Street, Rochester NY 14646	
Globalcom	461 S Milpitas Blvd Milpitas CA	
McLeod	8306 Highway 90A Sugar Land TX 77478	
Vonage	23 Main St Holmdel NJ 07733	23 Main St Holmdel NJ 077:
WorldCom	22001 Loudoun County Parkway, Ashburn VA 20147	
Level3	1025 Eldorado Blvd Broomfield CO 80021	
US Cellular	8410 W. Bryn Mawr Ave Chicago IL 60631	

CARRIER LISTING

(Wireline, Wireless, VoIP)

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

(USE ADDITIONAL SHEETS AS NECESSARY)

[illegible]

ATTACHMENTS

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

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

Intergovernmental Agreement

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

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

CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

This agreement is made between the 9-1-1 Authority, and the (Public Safety Agency)
_____, for the purpose of effective handling and routing of 9-1-1 Emergency
calls.

CALL HANDLING

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

Primary: _____ (State Specific Procedures if radio frequency-identity number,
if talk group-identify name, if telephone-identity telephone number)

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

AID OUTSIDE JURISDICTION BOUNDARIES

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

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

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

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.

9-1-1 Authority

Public Safety Agency

By _____

By _____

Title _____

Title _____

**AGREEMENT RELATING TO TRANSFER AND REPORTING OF SURCHARGE
FUNDS ATTRIBUTABLE TO THE VILLAGE OF WESTCHESTER, ILLINOIS**

THIS AGREEMENT (the "*Agreement*") is made and entered into as of the ____ day of _____, 2019 (the "*Effective Date*") by and between the South West Cook County Consolidated Dispatch ("SWCCCD") and the Proviso-Leyden Joint 9-1-1 Authority ("*Proviso-Leyden*") for the purpose of providing for the transfer of and reporting relating to certain surcharge funds attributable to the Village of Westchester, Illinois ("*Westchester*").

WITNESSETH:

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

WHEREAS, in accordance with the Act, Proviso-Leyden, a Joint ETSB, as defined by the Act, was created with its initial participating member municipalities being the Villages of Bellwood, Franklin Park, Melrose Park, River Grove, and Westchester; and

WHEREAS, SWCCCD, a Joint ETSB, is being formed to meet the Act's consolidation requirements with its initial member municipalities being the Villages of Justice, Hillside, Westchester, Forest View, and Willow Springs; and

WHEREAS, in accordance with the bylaws adopted by Proviso-Leyden, Westchester has provided notice of its termination as a member of Proviso-Leyden and intends to join SWCCCD; and

WHEREAS, to facilitate Westchester's transition from Proviso-Leyden to SWCCCD, the parties desire to enter into this Agreement to confirm their understanding that Westchester will

cease to be a member of Proviso-Leyden and become a member of SWCCCD; that thereafter the boundaries for wireless emergency calls of each party will change such that wireless emergency calls originating in Westchester will be handled by SWCCCD; and, to provide for the transfer to SWCCCD of any funds held by Proviso-Leyden attributable to Westchester, including any surcharge funds (such as those funds commonly known as "wireline and hold harmless surcharge funds") collected pursuant to the Act or any other applicable statute or ordinance (the "*Funds*").

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

Section 1. Incorporation of Recitals. The foregoing preambles are hereby incorporated into this Agreement, as if fully restated in this Section 1.

Section 2. Westchester Opt-Out. Westchester has provided the notice required under applicable Proviso-Leyden bylaws to terminate its status as a Proviso-Leyden member municipality and that upon approval of SWCCCD's consolidation plan by the State of Illinois' Office of the Statewide 9-1-1 Administrator, Westchester shall become a member municipality of SWCCCD.

Section 3. Wireless Call Boundaries. Upon Westchester becoming a SWCCCD member municipality, the wireless call boundaries of Proviso-Leyden and SWCCCD shall change, such that all wireless 9-1-1 calls originating in Westchester shall no longer be handled by Proviso-Leyden and, instead, shall be handled by SWCCCD.

Section 4. Transfer of Funds. Upon the date that SWCCCD's consolidation plan is approved by the State of Illinois' Office of the Statewide 9-1-1 Administrator, all Funds attributable to Westchester that are currently held by Proviso-Leyden in accordance with its bylaws

and all of those Funds thereafter coming due shall be transferred to SWCCCD, in accordance with Section 30(d) of the Act.

Section 5. Financial Reporting of Funds. Proviso-Leyden shall be responsible for all required financial reporting relating to the Funds, including the financial report required by Section 40 of the Act, up to and including the date that SWCCCD's consolidation plan is approved by the State of Illinois' Office of the Statewide 9-1-1 Administrator. Thereafter, SWCCCD shall be responsible for all such reporting.

Section 6. Term. The term of this Agreement shall commence on the Effective Date and shall end at the later of (1) the date which is one year after the date of approval of SWCCCD's consolidation plan by the State of Illinois' Office of the Statewide 9-1-1 Administrator or (2) the date upon which Proviso-Leyden files the last financial report relating to funds attributable to Westchester, as required by Section 5 hereof.

Section 7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

Section 8. Severability. If any part of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall remain valid to the maximum extent possible.

Section 9. Governing Law. This Agreement shall be governed by the laws of the State of Illinois without giving consideration to the principals of conflict of laws.

Section 10. Entire Agreement. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date first written above.

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Proviso-Leyden Joint 9-1-1 Authority

By: 

Acting on Behalf of:
Proviso-Leyden Joint 9-1-1 Authority

South West Cook County Consolidated Dispatch

By: 

JOSEPH BECKWITH
Acting on Behalf of:
South West Cook County
Consolidated Dispatch

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN CICERO 9-1-1 (CERC-CC) AND PROVISO LEYDEN JOINT ETSB FOR THE FOR THE PROVISION OF BACK-UP AGREEMENT FOR EMERGENCY 9-1-1 RESPONSE SERVICES

WHEREAS, NORCOMM ("NORCOMM"), a Public Safety Answering Point (PSAP) operated by the Proviso-Leyden 9-1-1 Authority, and the Town of Cicero 9-1-1 (CERC-CC) are public safety answering points ("PSAP"), as authorized by (50 ILCS 750/) Emergency Telephone System Act to provide 9-1-1 emergency telephone services, ("9-1-1 services"); and

WHEREAS, NORCOMM currently provides 9-1-1 services for the residents in the Villages of Bellwood, Franklin Park, Melrose Park, River Grove, and Westchester and the Fire Protection Districts for Elk Grove Rural Township, Leyden Township, and Northlake, in Cook County, Illinois, including, but not limited to, emergency telephone services for the police and fire services; and

WHEREAS, NORCOMM is currently in the process of finalizing their modification to the Consolidation Plan Application to submit to the Illinois State Police Statewide 9-1-1 Administrator and 9-1-1 Advisory Board for review and approval of the consolidation of NORCOMM and the Village of Stone Park; and

WHEREAS, CICERO 9-1-1 (CERC-CC) currently provides 9-1-1 services including, but not limited to, emergency telephone services for the police and fire service of Cicero; and for the residents within the Town of Cicero, located in Cook County, IL.; and

WHEREAS, the Town of Cicero ("Cicero 9-1-1 or CERC-CC") is a PSAP authorized by (50 ILCS 750/) Emergency Telephone System Act to provide 9-1-1 emergency telephone services for residents in CICERO; and

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

WHEREAS, standards promulgated by the Illinois State Police Office of the Statewide 9-1-1 Administrator require emergency telephone systems to have a Back-up PSAP; and

WHEREAS, The Parties each believe it is in the best interest of the general public for CICERO to provide Back-up 9-1-1 services to NORCOMM for 9-1-1 calls it receives on behalf of the NORCOMM agencies in accordance with the terms and conditions of this Agreement and the need to identify the most efficient, effective and equitable means of delivering said Back-up services; and

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

WHEREAS, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes units of local government, to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which

may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings; and

WHEREAS, the Proviso-Leyden Joint 9-1-1 Authority and CICERO ETSB 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, the Proviso-Leyden Joint 9-1-1 Authority and CICERO ETSB 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 of Agreement.** This Agreement shall become effective on May 3rd, 2018 and, unless sooner terminated as hereinafter provided, shall be in force for a term of five (5) years from that date, provided that this Agreement shall automatically be renewed for an additional one-year term at the conclusion of any term unless one of the Parties hereto provides written notice to the other Party, a minimum of 180 days prior to, termination of the current term, of an election not to renew for that additional one-year term.

3. **Costs of Back-up Services.** The Parties shall be responsible for reimbursing the Back-up PSAP for certain costs incurred by the Back-up PSAP for providing the requested services. Such costs shall include the following:

Personnel Costs, including overtime payments, for additional personnel called in to the Back-up PSAP; Reprogramming of Customer Premise Equipment; 9-1-1

Network Routing Changes; Mapping Updates; Equipment and Software Updates or Changes.

Neither party shall be responsible for reimbursing the other party for certain costs incurred by the other party for operating as a Back-Up PSAP unless mutually agreed upon in writing by both parties.

4. **Initial Configuration of Equipment and Facilities to Facilitate Performance of Requested Services.** The PSAPs and the Back-up PSAPs will each, upon execution of this Agreement, promptly take the necessary steps to contact and coordinate with AT&T, the 9-1-1 service provider, to modify 9-1-1 call routing protocols to allow 9-1-1 calls to be properly routed when necessary to provide the requested services, and notify any other necessary telephone system providers.

5. **Operational Guidelines.** The PSAPs and the Back-up PSAPs agree to develop and, as needed, revise operational guidelines to describe in more detail the Parties' respective responsibilities in facilitating the Back-up PSAP's performance of the requested services.

6. **Relationship Between the Parties.** In consideration of the mutual services provided herein, both Parties agree that nothing contained herein is intended or should be construed in any manner to create an agency relationship between the Parties. The individual Parties are and shall remain independent entities with respect to all services performed under this Agreement. Each Party agrees that in the performance of any of the requested services, its employees shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the other Party.

7. **Requested Services.** The parties Back-up PSAPs, subject to being operable and available, agrees to provide Back-up 9-1-1 services to the other Party, hereinafter referred to as the "requested services", for the Parties PSAPs in the event that either parties PSAP becomes inoperable or cannot otherwise adequately handle the volume of incoming 9-1-1 emergency calls on behalf of the other Party or cannot otherwise adequately handle the volume of incoming 9-1-1 emergency calls on behalf its municipality, its residents, its businesses, and its Public Safety Police and Fire Department because of one or more of the following reasons:

- a. Equipment and/or facilities necessary for the proper functioning of the PSAP are damaged as a result of a natural disaster, electrical failure, or any other occurrence that results in the PSAP becoming inoperable, or put out of order or otherwise made non-functional.
- b. Scheduled downtime to facilitate 9-1-1 service system maintenance or upgrades.
- c. There exists an emergency which generates a volume of 9-1-1 emergency calls that overloads the capacity of the PSAP.

8. **No Dispatch Service.** The Parties Back-up PSAP shall not provide dispatch of the emergency services of the Parties PSAP as a part of this Agreement. In accordance with protocols agreed to by the Parties, the "requested service" to be provided by the Parties Back-up PSAP shall consist of receiving calls forwarded to the Back-up PSAP from the other Parties PSAP and then forwarding the emergency information so received via telephone to a designated agency of the Parties for its dispatch of emergency personnel. The Parties shall provide to the Back-up PSAP such equipment, information, software, maps, guides, etc. as are necessary for the Parties Back-up PSAP to immediately determine the location of the emergency and the proper response service to be contacted.

Neither party shall be responsible for reimbursing the other party for certain costs incurred by the other party for operating as a Back-Up PSAP unless mutually agreed upon in writing by both parties.

9. **Dispatch of the Parties PSAP employees to assist in providing requested services.**

- a. **Emergency Back-up Services.** When the Parties are in need of the requested services because of an unscheduled, emergency situation as described in this Agreement, the Parties will immediately contact the on-duty supervisor at the Parties Back-up PSAP Facility ("Back-up PSAP Supervisor") by telephone to provide notice of the need for said services and coordinate with said Supervisor the prompt dispatch of a minimum of two (2) of the Parties PSAP employees ("Loaned Dispatchers") to the Parties Back-up PSAP Facility for purposes of assisting with the provision of the requested services.
- b. **Scheduled Back-up Service.** When the Parties Back-up PSAP is asked to provide the requested services for interruption of 9-1-1 services caused by the need to temporarily suspend said services during scheduled maintenance of the Parties PSAP facilities or equipment, the Parties shall provide the Back-up PSAP with written notice of said scheduled service interruption with a minimum of forty-eight (48) hours prior to said interruption. The written notice shall provide a good faith estimate of the duration of the interruption of services. The Parties agree to provide, at the request of the Parties Back-up PSAP Supervisor, a minimum of two (2) Loaned Dispatchers to perform 9-1-1 services on the premises of the Parties Back-up PSAP Facility for the duration of the time the Back-up PSAP is performing the requested services.

10. **Other Liabilities.** The Parties agree to defend, indemnify and hold harmless the other Party from any claims alleging bodily injury, including death, and/or property damage, arising out of the performance of the loaned 9-1-1 dispatchers during times that they are providing the requested services. Nothing in this Agreement is intended in any way to waive or in any manner diminish any immunities from civil liability that either the Proviso-Leyden 9-1-1 Authority (NORCOMM) or CICERO ETSB or any employees or agents of either entity otherwise are granted by State law, including but not

limited to, the Local Governmental and Governmental Employees Tort Immunity Act. (745 ILCS 10/1-101 et seq), or the Emergency Telephone System Act 50 ILCS 750/1. Et seq.

11. **Termination.** This Agreement may be terminated without cause prior to the term set forth above by either Party upon prior written notice to the other Party provided a minimum of 180 days prior to the proposed date of termination.

12. **Written Modification.** This Agreement may not be changed, revised, modified, waived, discharged, terminated or otherwise abrogated, diminished or impaired other than by an instrument in writing duly authorized and executed by both the Proviso-Leyden 9-1-1 Authority (NORCOMM) and CICERO ETSB.

13. **Notices.**

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

Executive Director Donald Nielsen
NORCOMM 9-1-1
2600 N. Mannheim Rd, Franklin Park, IL 60131; (630-903-2481)
(dnielsen@norcomm911.com)

With a Copy To:

Proviso-Leyden 9-1-1 Authority
C/O Proviso-Leyden Chairman
2600 N. Mannheim Rd
Franklin Park, IL 60131
ProvisoLeydenJETSB@norcomm911.com

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

Director Anthony Stua
5303 W. 25th Street;
Cicero, IL 60804
708-652-2130
astua@norcomm911.com

With a Copy To:

NORCOMM Public Safety Communications, Inc
C/O NORCOMM's Vice President
395 W Lake St.
Elmhurst, IL 60126
info@norcomm911.com

14. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

15. **Non-Waiver.** Neither Party shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of either Party to exercise at any time any rights granted to it shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Party's right to enforce that right or any other right.

16. **Subject to State Approval.** This Agreement shall be subject to approval by the Illinois State Police Statewide 9-1-1 Administrator as part of the Consolidation Plan Application submitted by the Parties.

17. **Governing Law.** This Agreement shall be governed by, and enforced in accordance with the laws of the State of Illinois.

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

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

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 24th day of May, 2018.

Proviso-Leyden Joint 9-1-1 Authority

By: 

Its Chairman

ATTEST:

A. B. - O

It's Secretary

Cicero ETSB

By: 

It's Chairman

ATTEST:

Rose Marie Lapasito

It's Secretary

NORCOMM

By: Donald J. Nelson

It's Executive Director

ATTEST:

Dun Gaud

CERC-CC

By: Arthur J. Allen

It's Director

ATTEST:

Celia Smith

TEST PLAN DESCRIPTION

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

Annual testing of the back-up by review of SOG-53, the NORCOMM Evacuation Plan Standard Operating Guide, call testing with ATT for 9-1-1 trunks and callbox testing. Practice of the use of the NORCOMM backup center located at the Cicero 9-1-1 center through regular annual training and use for overflow when required for activities that require additional manpower. During the planned outage, we will coordinate calls with the wireline and wireless providers testing calls inbound to the 9-1-1 center. We will also test alternate communication methods such as backup radio channels and equipment at the backup center, such as CAD terminals.

2) List wireline exchanges to be tested.

AT&T wireline access is tested at regular intervals with NORCOMM responding to the local CO to use our backup phones to tie into the CO in case of an outage. NORCOMM also has participated in line diversity testing with ATT on 9-1-1 trunk lines to ensure system integrity, as well as having trunk lines coming from both the Lombard and Elk Grove locations. The lines are established and in place for all entities since 2013. ATT governmental group (Lisa Wirtanen) has built the diagram to allow for diversity of trunks Westchester transitions out of NORCOMM.

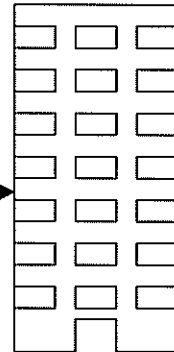
3) List of wireless and VoIP Carriers to be tested.

AT&T, Comcast, Sprint, T-Mobile, Verizon, Cricket, MetroPCS and other listed carriers. We regularly update and test locations for cellular accuracy and changes to towers in the PSAP jurisdictions. In addition, we do call testing into the center as part of our regular operations. Testing for phase II has been tested with all carriers as well as text to 9-1-1. All vendors are notified of the PSAP that are currently part of NORCOMM and we receive test calls for all entities. As Westchester may be relocating based upon its approval, we anticipate Hillside will be testing.

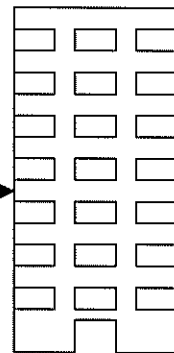
RATE CENTER END OFFICE
TO SELECTIVE ROUTER

AT&T	
BELLWOOD	(7)
FRANKLIN PARK	(14)
HILLSIDE	(5)
RIVER GROVE	(6)
ALTERNATE PROVIDERS-----	
<u>BELLWOOD/RIVERGROVE* EXCHANGE:</u>	
AT&T IP	
ALLEGIANC*	
CBEYOND	
CIMCO	
FOCAL	
FRONTIER	
GLOBAL COMM	
MPOWER	
MCLEOD	
PAETEC	
WORLDCOM	
XO COMM	
<u>FRANKLIN PARK EXCHANGE:</u>	
ALLEGIANC*	
AT&T IP	
CORECOM	
FOCAL	
FRONTIER	
GLOBAL COMM	
MGC	
OVATION	
PAETEC	
TELEPORT	
WINSTAR	
WORLDCOM	
XO COMM	
<u>HILLSIDE EXCHANGE:</u>	
AT&T IP	
CEBYOND	
CIMCO	
FOCAL	
FRONTIER	
GLOBAL COMM	
INTERMEDIA	
M POWER	
MCLEOD	
PAETEC	
WORLDCOM	
XO COMM	
AT&T	
BENSENVILLE	(16)
ALTERNATE PROVIDERS-----	
<u>BENSENVILLE EXCHANGE:</u>	
ALLEGIANC*	
AT&T IP	
FOCAL	
FRONTIER	
GLOBAL COMM	
INTERMEDIA	
MGC	
OVATION	
PAETEC	
TELEPORT	
WINSTAR	
WORLDCOM, XO COMM	

CONTROL OFFICE



ELK GROVE
VILLAGE (5E)



LOMBARD
(5E)

9-1-1 CIRCUITS
SELECTIVE ROUTER TO PSAP

NORCOMM PSAP

(15) ELK GROVE VILLAGE S/R
TG= 525/WIRELINE CALLS
MELROSE/BELLWOOD
7EMNC 130056
7EMNC 130161
7EMNC 137635
7EMNC 146224
7EMNC 155166
EMXS158334
EMXS158341
5CSNC055812 – MB
TG= 1933/WIRELINE CALLS
FRANKLINPK/WESTCHESTER
7EMNC151543
7EMNC151544
7EMNC169422
7UGXR109027 – MB
TG= 526/WIRELESS CALLS
7EMNC002961
7EMNC037057
7EMNC002997
EMXS158400
EMXS158453
5CSNC022230 – MB

(3) LOMBARD S/R
TG= 1137/WIRELINE CALLS
7EMNC101957
7EMNC112538
7EMNC115291
7UGXR077888 – MB

PSAP LOCATIONS

NORCOMM PSAP
2600 N MANHEIM ROAD
FRANKLIN PARK

BACK-UP PSAP:
ELK GROVE WIRELINE WIRELESS
CALLS: CICERO
LOMBARD WIRELINE : ACDC

AT&T ALI ACCESS

FDDZ-722267-NORTHBROOK
FDDZ-722268-SOUTHFIELD

NORCOMM SERVES THE FOLLOWING COMMUNITIES:

- BELLWOOD
- FRANKLIN PARK
- MELROSE PARK
- WESTCHESTER Remove
- RIVER GROVE
- STONE PARK EFFECTIVE
- MULTIPLE FIRE DEPARTMENTS

PROVISO-LEYDEN JOINT ETSB
PROPOSED MOVE OF WESTCHESTER



