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



State of Illinois

Application for 9-1-1 Modification Plan

ISP 7-310 (4/22)

911 GENERAL INFORMATION

DATE: 09/13/2022				
Type of Change:	be of Change: Kong Form Modification Plan Short Form Modification Plan			
Current System Name:		Population Served	Land Area in Sq Miles	
QuadCom Public Safety Communications System		68,559	82	

List PSAPs:	Primary	Secondary
QuadCom 911	x	
		-
		9
		1

911 System Contact: Christiane Harding	
Street Address: 505 Elm Ridge Road	
City, State and Zip Code: Carpentersville, IL 60110	
Office Telephone: (847) 428-8787	
Cellular Telephone: (224) 806-0398	
Email: charding@quadcom911.org	

Wireless Coverage for Consolidated System:

- 100 % Phase II compliant
- 100_% Phase I compliant

Please check if applicable:

- X NG9-1-1 capable
- K Receive 9-1-1 Text
- Receive 9-1-1 Video

VERIFICATION

_____, first being duly sworn upon oath, depose and say that | Christiane Harding _____, of QuadCom 911 ; that I have read the I am Executive Director 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.

Constrain M Harding

Christiane M Harding

Subscribed and sworn to before me

this 13 day of September

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erda John

NOTARY PUBLIC, ILLINOIS

OFFICIAL SEAL ONEIDA FEHRING NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 05/08/2026

9-1-1 SYSTEM PROVIDER LETTER OF INTENT

09/13/2022

(Date)

Ms. Lisa Wirtanen

(9-1-1 System Provider Company Representative)

AT&T

(9-1-1 System Provider Company Name)

4918 W. 95th Street

(Street Address)

Oak Lawn, IL 60453

(City, State, Zip Code)

Dear Ms. Wirtanen

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

Sincerely,

(Name) Christiane Hurding (Title) Executive Director

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.
- 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.
- 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.
- Explain how the databases will be maintained and how address errors will be corrected and updated on a continuing basis.
- Explain who will be responsible for updating and maintaining the data, at a minimum on a daily basis Monday through Friday.
- 8) Explain what security measures will be placed on the IP 9-1-1 network and equipment to safeguard it from malicious attacks or threats to the system operation and what level of confidentiality will be placed on the system in order to keep unauthorized individuals from accessing it.

Plan Narrative:

The QuadCom Public Safety Communications System (QuadCom 911) is transitioning from E9-1-1 to Next Generation 9-1-1 (NG911). AT&T is the 9-1-1 System Provider ("SSP").

The QuadCom Public Safety Communications System will comply with all Federal and State laws and with National Emergency Number Association Standards (NENA) that pertain to NG911 including the NENA i3 Standard for Next Generation - NENA-STA-010.3a.2021.

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

AT&T ESInet solution is a combination of their IP network and Next Gen Core Service (NGCS) components that includes industry leading SLAs, management services and tools to help ensure that they provide the best possible service.

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

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

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

Plan Narrative:

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

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

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

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

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

AT&T will coordinate getting the OSPs records into the AT&T ESInet database. AT&T will also jointly plan the interconnecting network with the OSP. Circuits will be ordered and implemented between the SOP and the ESInet POI. The ESInet POI may reside in an AT&T office or hub. AT&T will cooperatively test and turn up all trunking arrangements with the SOP. Traffic migrations from the legacy to new AT&T infrastructure will follow. Integrated Text-to-911 is supported by the ESInet.

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

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

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

AT&T's ESInet cyber security policies, standards, and guidelines are consistent with industry best practices as defined by International Organization for Standardization and Control Objectives for Information and related Technology. The AT&T ESInet is highly secure, privately managed IP network providing IP based call routing services for next generation 9-1-1 call delivery. All inbound and outbound traffic interactions are with pre-authorized entities, utilize agreed upon protocols and traverse controlled access points. Call processing and real-time data delivery are protected through both physical and logical controls.

Sensitive data resides in trusted data centers that employ logical and physical access controls. All hardware and software elements deployed in a production environment go through stringent release management processes that incorporate thorough penetration scan testing. Corporate and development environments are separate from production and are not used in development or system test environments. Inter-zone traffic is restricted to only that of authorized personnel and the necessary protocols destinations used to support the management and applications of the ESInet with all other traffic implicitly denied by way of redundant and divers Session Border Controllers (SBC) and stateful firewalls. A Network Operations Center (NOC) staffed 24 hours a day, seven days a week, 365 days a year to actively monitor and manage the AT&T ESInet end-to-end service is provided. When a potential or actual Customer-affecting issue is detected, the Incident Administration team is engaged by the NOC. The team uses established processes that are ISO 9001:2008-compliant for immediate escalation, notification, resolution, and reporting. All buildings, NOC and Data Center access are monitored by 24x7 security and access control systems.

QuadCom Public Safety Communications System will be maintaining the current backup configuration. QuadCom 911 center is fully backed up by Elgin 911 and Elgin 911 is fully backed up by QuadCom 911. Elgin 911 automatically receives QuadCom's overflow 911 calls and QuadCom receives Elgin's overflow 911 calls.

QuadCom has been using text-to-911 through Comtech's GEM9-1-1 solution. Text-to-911 began at QuadCom in March of 2016. At this time, only texts received within QuadCom's boundaries are routed to QuadCom. In 2020, QuadCom signed an agreement to become text-to-911 capable through the Motorola VESTA 911 solution upon grade to version 7.7.

FINANCIAL INFORMATION

Annual recurring 9-1-1 network costs prior to modification

Projected annual recurring 9-1-1 network costs after modification

Installation cost of the project

Anticipated annual revenues



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:

N/A

COMMUNITIES SERVED

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

USE ADDITIONAL SHEETS AS NECESSARY

City, Town or Village	Street Address, City, Zip Code	
Carpentersville	1200 LW Besinger Drive, Carpentersville IL 60110	
East Dundee	120 Barrington Ave, East Dundee, IL 60118	
West Dundee	102 S. Second Street, West Dundee, IL 60118	
Sleepy Hollow	1 Thorobred Lane, Sleepy Hollow, IL 60118	
South Barrington	30 Barrington Road, South Barrington, IL 60010	
Barrington Hills	112 Algonquin Road, Barrington Hills, IL 60010	
Gilberts (fire only)	87 Galligan Road, Gilberts IL 60136	

PARTICIPATING AGENCIES

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

9-1-1 Participant Agencies	Street Address, City, Zip Code	Administrative Telephone No.	Direct Dispatch	Transfer	Call Relay
Carpentersville Police Dept.	1200 Besinger Dr, Carpentersville IL 60110	(847) 551-3481	x		
Carpentersville Fire Dept.	213 Spring St, Carpentersville IL 60110	(847) 426-2131	×		
East Dundee Police Dept.	115 E. 3rd St, East Dundee IL 60118	(847) 428-4034	x		
East Dundee Fire Prot. Distr	401 Dundee Ave, East Dundee IL 60118	(847) 426-7521	x		
West Dundee Police Dept.	555 S. 8th St, West Dundee IL 60118	(847) 551-3810	x		
West Dundee Fire Dept.	100 Carrington Dr, West Dundee IL 60110	(847) 551-3805	×		
Sleepy Hollow Police Dept.	1 Thorobred Ln, Sleepy Hollow IL 60118	(847) 426-4425	x		
South Barrington Police Dept.	30 Barrington Rd, South Barrington IL 60010	(847) 381-7511	x		
Barrington Hills Police Dept.	112 Algonquin Rd, Barrington Hills IL 60110	(847) 551-3006	x		
Rutland Dundee Fire Prot. Dist	11 E Higgins Rd, Gilberts IL 60136	(847) 428-3920	×		
					0

ADJACENT AGENCIES LIST

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

AGENCY	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER
Cook County Sheriff	1401 Maybrook Dr, Maywood IL 60153	(708) 865-4700
Elgin Communications	151 Douglas Ave, Elgin IL 60120	(847) 289-2700
KaneComm	719 S Batavia Ave, Bldg C,Geneva IL 60134	(630) 232-8400
ake County ETSB	1300 S Gilmer Rd, Volo IL 60073	(847) 487-8163
McHenry County Sheriff	2200 N Seminary Ave, Woodstock IL 60098	(815) 338-2144
SEECOM	100 Woodstock St, Crystal Lake IL 60014	(815) 356-2685
NWCDS	1975 East Davis St, Arlington Heights IL 60005	(847) 398-1130

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 VoIP & wireline	208 S Akard Street, Dallas TX 75202	(318) 821-4105
AT&T wireless	16331 NE 72nd Way, Redmond, WA 98052	(800) 635-6840
Verizon	140 West St, New York NY 10007	(212) 395-1000
Comcast	1701 JFK Blvd, Philadelphia PA 19103	(215) 665-1700
Vonage	23 Main St, Holmdel, NJ 07733	(732) 944-0000
Intrado	11808 Miracle Hills Dr, Omaha NE 68154	(800) 707-9131
T-Mobile	12920 SE 38th St, Bellevue WA 98006	(800) 937-8997
Various VoIP Companies		

ATTACHMENTS

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

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

Intergovernmental Agreement

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

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

TEST PLAN DESCRIPTION

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

QuadCom's back-up and overflow is Elgin Communications - No Changes to current plan Elgin's back-up and overflow is QuadCom - No Changes to current plan

2) List wireline exchanges to be tested.

Lombard switch Geneva switch

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

AT&T Verizon T-Mobile Comcast Intrado Various others

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

QUADCOM POLICE & FIRE COMMUNICATIONS SYSTEM 505 ELM RIDGE ROAD CARPENTERSVILLE, ILLINOIS 60110-2063 (847) 428-8784

Christiane Harding, Director

Algonquin Police Department Algonquin/Lake in the Hills F.P.D. **Barrington Fire Department** Barrington Hills Police Department 112 Algonquin Road **Barrington Police Department** Carpentersville Fire Department Carpentersville Police Department Cook County Sheriff's Department East Dundee Fire Protection District 401 Dundee Ave East Dundee Police Department Elgin Fire Department Elgin Police Department Hoffman Estates Police Department 411 W Higgins Rd Hoffman Estates Fire Department Huntley Fire Protection District Kane County Sheriff's Department Lake County ETSB McHenry County Sheriff's Department 220 N Seminary Rutland Dundee F.P.D. Sleepy Hollow Police Department South Barrington Police Department 30 S Barrington Rd West Dundee Fire Department West Dundee Police Department

2200 Harnish Drive 1020 West Algonquin Road 400 N Northwest Hwy 400 N Northwest Hwy 213 Spring Street 1200 L.W. Besinger Dr 1401 S Maybrook Drive 115 E Third St 550 Summit Street 151 Douglas Ave 1900 Hassell Rd 11808 Coral Street 32W755 IL Rte. 38, Suite A 1300 S Gilmer Rd P.O.Box 203 1 Thorobred Ln 100 Carrington Dr 555 S 8th Street

Algonquin	IL	60102
Lake in the Hills	IL	60156
Barrington	IL	60010
Barrington Hills	IL	60010
Barrington	IL	60010
Carpentersville	IL	60110
Carpentersville	IL	60110
Maywood	IL	60153
East Dundee	IL	60118
East Dundee	IL	60118
Elgin	IL	60120
Elgin	IL	60120
Hoffman Estates	IL	60169
Hoffman Estates	IL	60169
Huntley	IL	60142
St Charles	IL	60175
Volo	IL	60073
Woodstock	IL	60098
Gilberts	IL	60136
Sleepy Hollow	IL	60118
South Barrington	IL	60010
West Dundee	IL	60118
West Dundee	IL	60118

Certified Mail receipts on file

SERVING THE BARRINGTON HILLS POLICE, CARPENTERSVILLE POLICE, CARPENTERSVILLE FIRE, EAST DUNDEE POLICE, EAST DUNDEE FIRE, SLEEPY HOLLOW POLICE, RUTLAND-DUNDEE FIRE, SOUTH BARRINGTON POLICE, WEST DUNDEE POLICE, AND WEST DUNDEE FIRE. DEPARTMENTS, M.A.B.A.S DIVISION II DISPATCH CENTER

INTERGOVERNMENTAL AGREEMENT BETWEEN QUADCOM AND THE CITY OF ELGIN FOR BACKUP EMERGENCY COMMUNICATIONS

THIS AGREEMENT is hereby made and entered into this 29th day of February, 2012, by and between the City of Elgin, Illinois, a municipal corporation (hereinafter referred to as "Elgin"), and the QuadCom Regional Communications Center, an Illinois intergovernmental agency, on behalf of its member agencies (hereinafter referred to as "QuadCom").

WHEREAS, QuadCom was created by an intergovernmental agreement and provides communications and dispatching services for a number of law enforcement, fire and emergency medical service agencies; and

WHEREAS, Elgin provides emergency communications and dispatching services for the Elgin Police Department and Elgin Fire Department; and

WHEREAS, QuadCom and Elgin are each Public Safety Answering Points ("PSAPs") for purposes of the E9-1-1 system, which requires that each PSAP have a backup agency to provide emergency communications and dispatch services in the event of a disruption in the PSAP's abilities to provide those services at its own primary facility; and

WHEREAS, in order to ensure continuity of emergency communications and dispatch services in the event that QuadCom or Elgin is unable to provide services due to an emergency such as fire, flood, earthquake, attack, equipment malfunction or any other such cause, QuadCom and Elgin have agreed to serve as backup facilities for each other until services can be restored; and

WHEREAS, the parties wish to set forth their agreement in writing and the parties have authority to enter into intergovernmental agreements for this purpose under 5 ILCS 220 of the Illinois Compiled Statutes.

NOW, THEREFORE, in consideration of the mutual benefits to be derived under this Agreement and the promises and agreements contained herein, the parties hereto agree as follows:

- <u>Recitals</u>: The above recitals are hereby incorporated into this Agreement and made a part hereof as if fully recited herein.
- 2. <u>Purpose</u>: The purpose of this Agreement is to ensure the continuity of emergency communications and the response to 9-1-1 calls during periods of emergency in which one of the parties is temporarily unable to provide for its own communications at its own primary facility. Under this Agreement, each party will temporarily provide emergency communications service on the other party's behalf and will provide space within its communications facilities for the other party to operate emergency communications until normal service can be restored.
- 3. <u>Space and Improvements at QuadCom</u>: QuadCom shall provide space at its communications center at 505 Elm Ridge in the Village of Carpentersville, Illinois, for a backup communications center for use by Elgin. It is not anticipated that any significant improvements to the space will be required for Elgin's use. In the event

that improvements are required, QuadCom and Elgin will agree on the scope of the improvements and construction or installation. Any furnishings or equipment required by Elgin will be the sole responsibility of Elgin to procure and install.

- 4. Space and Improvements at Elgin: Elgin shall provide space at its communications center at 151 Douglas Avenue in the City of Elgin, Illinois, for a backup communications center for use by QuadCom. It is not anticipated that any significant improvements to the space will be required for QuadCom's use. In the event that improvements are required, Elgin and QuadCom will agree on the scope of the improvements and construction or installation. Any furnishings or equipment required by QuadCom will be the sole responsibility of QuadCom to procure and install.
- 5. Use of Space Not Exclusive: Each party retains the right to use the space in its facility provided to the other party during times when the space is not needed for backup emergency communications. Each party shall take reasonable care to avoid damaging the other party's furnishings and equipment and shall be liable for any damage sustained during that party's use.
- Backup Communications Service: In the event an emergency occurs that results in the inability of either party to provide emergency communications and response to 9-1-1 calls at its own facilities, backup communications service shall be provided as follows:
 - a. The initiating party will contact the backup party to advise the backup party of the need for services. The backup party shall advise the initiating party of the backup party's ability to provide the services and, if the backup party is in a position to do so, all emergency communications services for the initiating party shall be switched to the backup party. Upon switchover, the backup party shall, to the extent of its abilities and resources, temporarily provide emergency communications services consisting of the following:
 - Receiving 9-1-1 calls and routine calls for police, fire and medical services agencies served by the initiating party; and
 - Directing a response to said calls by either dispatching the appropriate emergency police, fire or medical unit or forwarding the call to the appropriate agency for response; and
 - iii. Providing ongoing communications support to personnel in the field.
 - b. The services provided under subsection (a) shall be provided until such time as communications personnel from the initiating party: (1) arrives at the backup party's facility to assist in handling calls for service; and/or (2) make the backup communications facility of the initiating party operational. At such time as the backup communications facility is operational, the initiating party shall notify the backup party, and emergency communications shall be switched over to the initiating party's backup facility.

- c. Upon restoration of normal emergency communications services at the initiating party's primary facility, communications shall be switched back to the primary facility, and the use of the backup facility will cease.
- d. It is understood that each party to this Agreement has finite resources and that backup communications services may not be able to be provided under all circumstances. It is also understood that the backup party may not be able to provide service at the same level as the initiating party during the temporary service period. Neither party hereto makes any guarantees or warranties of any kind to the other regarding the availability or level of service.
- <u>Responsibility for Costs</u>: Except as expressly provided in Sections 3 and 4 above, each party shall be solely responsible for its own costs in providing the services and fulfilling the terms of this Agreement.
- 8. <u>Property</u>: No real or personal property shall be acquired jointly by the parties hereto. All improvements to building space made pursuant to Sections 3 and 4 above shall become the property of the building owner, except that trade fixtures, furnishings and equipment that can be removed without causing damage to the building may be removed by the party at whose cost they were purchased or installed.
- 9. <u>Indemnity</u>: Each party shall indemnify, defend and hold harmless the other party, its officers, officials, employees, agents and volunteer harmless from any and all claims, injuries, damages, losses or suits, including attorney's fees, arising out of the acts, errors or omissions of the indemnifying party, its officers, officials, employees, agents and volunteers in the performance of its obligations under this Agreement, except to the extent the injuries or damages were caused by the indemnified party. The provisions of this paragraph shall survive any expiration or termination of this Agreement.
- <u>Insurance</u>: Each party shall be responsible for maintaining its own liability and property insurance against losses or liability related to this Agreement.
- 11. <u>No Third Party Beneficiaries</u>: There are no third party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions and any such rights or enforcement must be consistent with and subject to the terms of this Agreement. This Agreement shall not be construed so as to create any special duty to any entity not a party to this Agreement.
- 12. <u>Duration Termination</u>: This Agreement shall remain in effect unless terminated by either party pursuant to this Section. Either party may terminate this Agreement upon ninety (90) days written notice to the other party for any reason without penalty. No later than the 90th day following the notice of termination, each party hereto shall remove its trade fixtures, furnishings and equipment from the backup space provided by the other party hereto.
- <u>Notices</u>: Notice of the need for backup services under Section 5 of this Agreement will be in person, by telephone or by such other means as may be reasonably used to

apprise the backup party of the initiating party's need for services. All other notices under this Agreement, with the exception of equipment testing, shall be given in writing, addressed to the following persons:

To QuadCom: Director QuadCom Elgin 505 Elm Ridge Carpentersville, IL 60110 To Elgin: Chief of Police City of Elgin Police Department 151 Douglas Avenue Elgin, IL 60120

With a copy to: City of Elgin Legal Department 150 Dexter Court Elgin, IL 60120

Written notices shall be deemed received three (3) days after the same are deposited in the United States Mail, postage prepared, addressed as provided above.

- <u>Administration</u>: No separate legal or administrative entity is created by this Agreement. The Director of QuadCom and the Chief of Police of Elgin will jointly administer this Agreement.
- Immunities: It is agreed and understood that the services to be provided pursuant to 15. this Agreement are intended to be the same services generally available to the general public and that no additional legal obligations or duties are intended or shall be construed to have been created by this Agreement. It is further understood and agreed that this Agreement is not intended nor shall be construed to alter, limit or constitute a waiver of any of the civil immunities afforded to the City and/or OuadCom pursuant to the Local Governmental and Governmental Employees Tort Immunity Act at 745 ILCS 10/1-101 et seq., as amended; the Emergency Telephone System Act at 50 ILCS 750/0.01 et seq., as amended; the Emergency Medical Services Systems Act at 210 ILCS 50/1 et seq., as amended; and/or otherwise provided by law, it being agreed that all of the civil immunities as set forth in such Acts, as amended, and/or otherwise provided by law, shall fully apply to any and all claims asserted or which might be asserted against the City and/or OuadCom and/or their respective officials, officers, employees and/or agents as a result of this Agreement or any of the actions of the parties pursuant to this Agreement. Without limiting the foregoing and notwithstanding anything to the contrary in this Agreement, it is agreed and understood that no third-party beneficiaries are intended to be created by the provisions of this Agreement and it is the intention of the parties hereto that no action may be commenced by any person or entity against the City and/or QuadCom and/or their respective officials, officers, employees, agents and/or other related persons or entities for monetary damages for any alleged breach or failure to provide services described in this Agreement.
- Severability: If any section, sentence, clause or phrase of this Agreement is held to be invalid, unconstitutional or otherwise unenforceable by a court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect

the validity, constitutionality or enforceability of any other section, sentence, clause or phrase of this Agreement.

17. Entire Agreement: This Agreement represents the entire understanding and agreement of the parties concerning its subject matter and supersedes all prior discussions and understandings. This Agreement may be modified only by written instrument signed by both parties.

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below:

QuadCom Regional Communications Center

By: Stalk P. M

Stephen Pickett, Chairman QuadCom Board of Directors

City of Elgin

By: (

David Kaptain, Mayor

ATTEST

Kim Dewis, City Clerk

f'Vegal dept/agreement/quadcom intergovernmental agreement.docx