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:

_____

It's Secretary

Cicero ETSB

By: _____

It's Chairman

ATTEST:

Rose Marie Esposito

It's Secretary

NORCOMM

By: _____

It's Executive Director

ATTEST:

_____

CERC-CC

By: _____

It's Director

ATTEST:

_____

18-40

VILLAGE OF BELLWOOD
REGULAR BOARD MEETING
CONSENT AGENDA COVER SHEET

Meeting Date: May 16, 2018 **Consent Agenda Item: E**

Subject: A Resolution Approving and Authorizing the Execution of an Addendum to the Intergovernmental Agreement Establishing the Proviso-Leyden Joint 9-1-1 Authority

Recommendation: Village Staff recommends the approval of the attached resolution

Rationale: *The addendum to the intergovernmental agreement provides for addition of the Village of Stone Park as a member municipality*

Submitted by: Fire Chief and Village Attorney

Officers Signatures Required:

(X) Andre' F. Harvey

Village President

(X) Janel Moreland

Village Clerk

Related forms requiring signature: Yes (X) No ( )