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



State of Illinois

Application for 9-1-1 **Modification Plan**

911 GENERAL INFORMATION

be of Change:			
Current System Name:	Population Served	Land Ar	ea in Sq Miles
List PSAPs:		Primary	Secondary
911 System Contact:			
Street Address:			
City, State and Zip Code:			
Office Telephone:			
Cellular Telephone:			
Email:			
Wireless Coverage for Consolidated System:	Plages chark if annlises	lo:	
% Phase II compliant	Please check if applicable NG9-1-1 capable		
% Phase I compliant	Receive 9-1-1 Te		
	Receive 9-1-1 Vi		

VERIFICATION

,_Wayne D. Sedore	_, first being duly sworn upon oath, depose and say tha	at
I am Secretary	, of Berwyn ETSB ; that I have read th	ıe
foregoing plan by me subscribed and	know the contents thereof; that said contents are true i	in
substance and in fact, except as to the	ose matters stated upon information and belief, and as t	to
those, I believe same to be true.	Wayne D. Sedore	-
Subscribed and sworn to before me this ⁶ day of ^{August}	, 20 ²² .	
· · · · · · · · · · · · · · · · · · ·	OFFICIAL SEAL NICOLE AMBROSIA NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires JUNE 7, 2023	₹4,

9-1-1 SYSTEM PROVIDER LETTER OF INTENT

August 6th, 2022
(Date)
Craig Bennet
(9-1-1 System Provider Company Representative)
AT&T
(9-1-1 System Provider Company Name)
240 N. Meridian St. Room 1670
(Street Address)
Indianapolis, Indiana 46204
(City, State, Zip Code)
Dear Craig :
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, Ngul Jahr
Wayne D. Sedore
Secretary - Berwyn ETSB

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:		

Plan Narrative:		

Next Generation 9-1-1 Modification Plan Narrative

The Berwyn 9-1-1 System is transitioning from E9-1-1 to Next Generation 9-1-1 (NG911). AT&T is the 9-1-1 System Provider ("SSP").

The Berwyn 9-1-1 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 a 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 PSAPs.

AT&T's ESInet solution is a combination of their IP network and Next Gen Core Services (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 ESInet and the overall NG9-1-1 Network Architecture. The NG9-1-1 system will provide flexibility 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 diverse 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 notifications built into the process.

The ESInet is monitored 24x7x365 from a NOC with 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 preestablished 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 OSP 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 OSP. 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 (9-1-1EGDMS). 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 a 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 preauthorized 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 diverse 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.

BACKUP PSAP

Berwyn will maintain its current Backup PSAP at the West Central Consolidated Communications PSAP in North Riverside, Illinois. The current Backup PSAP Agreement is included as an attachment to this application.

TEXT to 9-1-1

The Berwyn 9-1-1 system will initiate TEXT to 9-1-1 as part of AT&T Hosted Vesta Services. This will be initiated subsequent to the initiation of NG911 services and testing. Berwyn will notify the public with news media releases, public postings and community handouts subsequent to initiation of texting services.

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:	

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

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

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
	15	

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

INTERGOVERNMENTAL AGREEMENT FOR PROVIDING MUTUAL BACKUP OF 9-1-1 DISPATCH AND EMERGENCY COMMUNICATION SERVICES THROUGH USE OF PRIMARY AND BACKUP PUBLIC SAFETY ANSWERING POINTS

(West Central Consolidated Communications and the City of Berwyn, Illinois)

This Intergovernmental Agreement For Providing Mutual Backup Of 9-1-1 Dispatch And Emergency Communication Services Through Use Of Primary And Backup Public Safety Answering Points (the "Agreement") is entered into this day of June, 2017 by the "West Central Consolidated Communications" ("WC3"), a public agency established in calendar year 2016 by an intergovernmental agreement to operate its own combined dispatch center and a public safety answering point ("PSAP" or "WC3 PSAP"), and the City of Berwyn, Cook County, Illinois ("Berwyn"), which operates its own combined dispatch center and PSAP, known as the Berwyn PSAP and is located at 6401 West 31st Street, Berwyn, Illinois ("Berwyn PSAP"). The purpose of this Agreement is to provide mutual backup 9-1-1 dispatch services and other emergency communication services for law enforcement, fire, ambulance and other emergency communication systems for the mutual benefit of the members of the WC3 and Berwyn (the "9-1-1 Dispatch Services"). Within this Agreement, WC3 and Berwyn are collectively referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the WC3 operates the WC3 PSAP, which is located at the North Riverside Police Station, 2359 South Des Plaines Avenue, North Riverside, Illinois. The current service territory of the WC3 generally includes: the Village of Brookfield ("Brookfield"), the Village of North Riverside ("North Riverside") and the Village of Riverside ("Riverside"). The Villages of Brookfield, North Riverside and Riverside are parties to the intergovernmental agreement that established the WC3 and are referred to as the WC3's "Participating Agencies." For purposes of this Agreement only, as new members are added to the WC3, the service territory of the WC3 shall automatically expand to include the new members' territorial boundaries and any new members that join the WC3 shall be automatically included within the term "Participating Agencies"; and

WHEREAS, the service territory of the Berwyn PSAP generally includes: the City of Berwyn ("Berwyn"). The City of Berwyn is party to one or more intergovernmental agreements that provide for the Berwyn PSAP to deliver 9-1-1 Dispatch Services and are referred to as the Berwyn PSAP's "Covered Entities." For purposes of this Agreement only, as additional units of local government are serviced by the Berwyn PSAP, the service territory of the Berwyn PSAP shall automatically expand to include the territorial boundaries of the additional units of local government and they will automatically be included within the term "Covered Entities"; and

WHEREAS, the installation of the Enhanced 9-1-1 ("E9-1-1") telephone system throughout the State of Illinois will provide one common number to call to receive public safety assistance and is intended to assure the caller that his/her request for assistance will be answered and that the appropriate emergency response agency will be notified as a result of dialing 9-1-1 (See, 50 ILCS 750/5); and

366048_1

WHEREAS, the Parties desire to enter into this Agreement to comply with the applicable Illinois statutes and regulations (See, Sections 10, 15.4a and 15.6a(c) of the Emergency Telephone System Act (50 ILCS 750/10, 15.4a and 15.6a(c)) and Sections 725 and 1325.415 of the Illinois Administrative Code (83 Ill. Admin. Code, §725 and § 1325.415)) that require each PSAP in the State of Illinois have a backup plan to provide 9-1-1 Dispatch Services in the event of a disruption in the PSAP's abilities to provide those services at its own primary PSAP facility; and

WHEREAS, in order to ensure continued delivery of 9-1-1 Dispatch Services in the event that either the WC3 PSAP or the Berwyn PSAP is unable to provide 9-1-1 Dispatch Services due to an emergency such as fire, flood, earthquake, equipment malfunction or any other such cause, the WC3 and Berwyn have agreed, to the extent feasible, to serve as temporary backup PSAP facilities for each other until 9-1-1 Dispatch Services can be restored; and

WHEREAS, the authority of each Party to approve and enter into this Agreement is found under the applicable provisions pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 III. Admin. Code, § 725 and § 1325.415); and

WHEREAS, the respective corporate authorities of the WC3 and Berwyn have authorized and directed the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits, covenants and obligations provided for under this Agreement, the Parties agree as follows:

ARTICLE I. GENERAL PURPOSE; INCORPORATION.

- A. **General Purpose.** The purpose of this Agreement is to establish certain procedures for handling 9-1-1 calls between the WC3 PSAP and the Berwyn PSAP in the event that one of the PSAPs is unable to receive or transfer its 9-1-1 calls. To the extent feasible, the Parties agree to provide mutual backup for delivery of 9-1-1 Dispatch Services for the mutual benefit of the members of the WC3 and the members of the Berwyn PSAP.
- B. Incorporation. Each of the Whereas paragraphs contained in the Recitals above are incorporated by reference as material provisions of Article I of this Agreement and govern the Parties.

ARTICLE II. DEFINITIONS.

A. PSAP means: Public Safety Answering Point, as defined by the Emergency Telephone Systems Act (50 ILCS 750/1 *et seq.*). The word "facility" as used in this Agreement also refers to "PSAP".

366048_1

- B. Backup PSAP means: Another PSAP, be it municipal, county or state owned or operated, designated to take calls on a backup basis and transfer them in accordance with mutually agreed upon call handling procedures.
 - C. ANI/ALI means: Automatic Number Identification/Automatic Location Identification.
 - CAD System means: Computer Aided Dispatch System.
- E. Each of the definitions set forth in the Emergency Telephone Systems Act (50 ILCS 750/1 et seq.) are incorporated by reference into this Agreement.

ARTICLE III. CONDITIONS.

- A. Independent Status. The 9-1-1 Dispatch Services to be provided under this Agreement are considered services to the general public and this Agreement shall not be construed to create an employer-employee, principal-agent or co-partnership relationship between the Parties. The Parties shall remain independent public agencies with respect to all services performed under this Agreement. Each Party agrees that the performance of 9-1-1 Dispatch Services under this Agreement is considered mutual aid services and its respective employees shall not be entitled to any compensation, employment rights or employee benefits of any kind whatsoever from the other Party to this Agreement, including, but not limited to, pension rights, medical and hospital care, sick and vacation leave, disability, worker's compensation, unemployment compensation or severance pay.
- B. Governance; Direction. Neither Party will govern or direct the PSAP operations, maintenance or staffing of the PSAP personnel of the other Party. This Agreement does not establish a centralized, combined emergency dispatch and communication system, as the WC3 PSAP and the Berwyn PSAP will each remain independently owned, staffed and operated. Except for temporary emergency situations when backup assistance is required, each PSAP shall remain responsible for delivery of 9-1-1 Dispatch Services within its respective service territory.
- C. Staffing Levels; Conduct. Each Party, at its own cost, will set and maintain its own personnel staffing levels and shall not be required to hire additional personnel to fulfill its mutual aid obligations under this Agreement. Acts of each Party's employees performing the 9-1-1 Dispatch Services under this Agreement shall be the acts of employees of that Party alone.
- D. Training. The Parties agree that their respective employees shall be trained, certified and/or receive additional periodic training, on an as-needed basis, at the direction of their own Executive Director, in all technical areas and disciplines relating to the provision of the 9-1-1 Dispatch Services and the use of all dispatch equipment, computers and other technology in accordance with applicable laws and regulations and their respective training and protocol policies and procedures, including but not limited to: Emergency Medical Dispatch (E.M.D.) protocol, the Law Enforcement Data System program ("LEADS"), the National Crime Information Center program ("NCIC"), the Illinois Commerce Commission 9-1-1 regulations ("ICC 9-1-1"), the Northern Illinois Police Alarm System program ("NIPAS"), the Illinois Law Enforcement Alarm System program ("ILEAS"), the Mutual Aid Box Alarm System program ("MABAS"), and the Illinois Public Works Mutual Aid Network program ("IPWMAN").

366048_1 3

- E. No Cost Sharing. There shall be no cost sharing of any kind under this Agreement. The cost of operating each respective PSAP and the costs of providing the 9-1-1-Dispatch Services and fulfilling the terms of this Agreement shall remain the obligation of each respective Party. If it is determined at a later date that it is necessary to provide other communications equipment or procedures so as to be able to accomplish the purpose of this Agreement, the Parties may agree to enter into an addendum to this Agreement that identifies the cost obligations of each Party for such additional equipment. To the extent that the Parties desire to share costs of any equipment upgrades or technology infrastructure improvements associated with the delivery of the 9-1-1 Dispatch Services under this Agreement, the Parties may decide to enter into an addendum to this Agreement that specifically governs the cost sharing arrangement.
- F. **Equipment.** All equipment, technology infrastructure and other personal property provided by or used by each Party to deliver its portions of the 9-1-1 Dispatch Services under this Agreement (the "Equipment") shall remain owned and insured by each respective Party. Each Party is responsible for the procurement, installation, repair, maintenance, and replacement and upgrades to its own Equipment, unless otherwise provided for in an addendum to this Agreement that is mutually approved by the Parties.
- G. Compliance with Applicable Laws and Regulations. Each respective PSAP shall be operated in conformance with the applicable Illinois statutes and regulations (See, Sections 10, 15.4a and 15.6a(c) of the Emergency Telephone System Act (50 ILCS 750/10, 15.4a and 15.6a(c)) and Sections 725 and 1325.415 of the Illinois Administrative Code (83 III. Admin. Code, § 725 and §1325.415)).

ARTICLE IV. PROCEDURES.

In the event an emergency occurs that results in the inability of either Party's PSAP to provide emergency communication services and response to 9-1-1 calls at its own facility, backup emergency communication services shall be provided as follows:

- A. The initiating PSAP will contact the backup PSAP to advise the backup PSAP of the need for assistance with the delivery of emergency communication services. The backup PSAP shall, to the extent of its abilities and resources, temporarily provide emergency communication services consisting of the following:
 - Receiving 9-1-1 telephone calls and routine calls for police, fire and medical services agencies served by the initiating PSAP.
 - Directing a response to said calls by either dispatching the appropriate law enforcement unit or fire department personnel or forwarding the call to the appropriate agency for response.
 - Providing ongoing communication support to personnel in the field.
 - Documenting 9-1-1 call related information such as location, nature of the call and responding units in the CAD System.
- B. In the event that the initiating PSAP's 9-1-1 system fails or is not responsive, 9-1-1 calls not answered by the initiating PSAP will automatically be routed to the backup PSAP. Information on the ANI/ALI screen such as location or emergency response agency(s) listed will alert the call taker that the call originated from the other PSAP.

366048_1 4

- C. The backup PSAP, upon receiving the ANI/ALI information on the call, can determine that the call has been transferred from the PSAP and shall attempt to transfer the call back to the PSAP.
- D. Information on the ANI/ALI screen, such as location or emergency response agency(s) listed, will alert the call taker that the call originated from another PSAP.
- E. The backup PSAP shall, while attempting to transfer the call back to the originating PSAP, stay on the line with the caller. Once answered by the originating PSAP, the backup PSAP can either remain connected (monitoring the call) or disconnect from the 9-1-1 call after insuring that the call transfer has been completed.
- F. If the call still goes unanswered, the backup PSAP call taker will take certain information to start processing the call such as:
 - Type of incident/action request.
 - 2. Verify location information and where emergency services are needed.
 - 3. Verify telephone callback number and ask name of caller.
 - 4. Time of incident.
- G. It may be the judgment of the backup PSAP dispatcher that circumstances require immediate or direct contact with the originating PSAP via radio to relay a message. When possible, the procedure described above in Subsection E. shall be used.
- H. The initiating PSAP will continually maintain and provide to the backup PSAP a list of resources (i.e., primary contact telephone numbers, other information as agreed upon) to enable the backup PSAP to contact emergency services if that becomes necessary in order to handle the emergency. As changes arise, updated information shall be forwarded as soon as possible.
- I. The 9-1-1 Dispatch Services provided under Subsection A. above shall be provided by the backup PSAP until such time as the initiating PSAP is able to operate its own 9-1-1 Dispatch Services. Upon restoration of normal emergency communications services at the initiating PSAP, the backup PSAP will stop delivering 9-1-1 Dispatch Services on behalf of the initiating PSAP.

It is understood that each Party to this Agreement has finite resources and, depending on the scope of the emergency, the backup PSAP may not be able to deliver 9-1-1 Dispatch Services at the same level as the initiating PSAP during the temporary backup service period. Neither Party makes any guarantees or warranties of any kind to the other Party regarding the level of service for the delivery of 9-1-1 Dispatch Services under this Agreement.

ARTICLE V. INSURANCE AND INDEMNIFICATION.

- A. **Insurance.** Each Party agrees to maintain the following minimum levels of insurance coverage in regard to its PSAP and its related Equipment, operations and personnel:
 - 1. General Liability (\$1,000,000 per occurrence \$2,000,000 Aggregate minimum).
 - Employment Related Practices Liability Insurance (\$1,000,000 minimum, claims made coverage with prior acts included).
 - Directors and Officers (Public Officials) (Covers Board Members) and Errors and Omissions Insurance (Dispatch Error) (\$1,000,000 per occurrence

366048_1

- minimum/claims made with prior acts coverage is recommended) (Umbrella below provides additional coverage limits).
- 4. Automobile Insurance (Liability \$1,000,000 Combined Single Limit including Uninsured/Underinsured Motorist Coverage. If no "owned" vehicles, then \$1,000,000 Hired and Non-Owned Policy is maintained).
- 5. Workers Compensation/Employers Liability (\$500,000/\$500,000 minimum limits).
- Umbrella/Excess Liability (\$5,000,000 minimum; Follow form coverage to provide excess coverage over General Liability, Employment Related Practices Liability, Directors/Officers and Errors and Omissions (Dispatch Error) Insurance, Auto Liability, and Employers Liability).
- B. Indemnification. To the fullest extent permitted by law, each Party agrees to defend, indemnify and hold the other Party and its appointed officials, employees, volunteers, agents and representatives and each of the other Party's respective Participating Members / Covered Entities and their appointed and elected officials, employees, volunteers, agents and representatives harmless from and against any and all claims, demands, losses, damages, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and litigation expenses, that, directly or indirectly, arise out of or relate to any act or omission in regard to the delivery of 9-1-1 Dispatch Services or other matters covered under this Agreement, except to the extent caused by the sole negligence of or willful and wanton conduct of the other Party or one or more of its appointed officials, employees, volunteers, agents and representatives or one or more of the other Party's Participating Members / Covered Entities, or its respective appointed and elected officials, employees, volunteers, agents and representatives.

ARTICLE VI. GENERAL PROVISIONS.

- A. **Term.** The term of this Agreement shall be open-ended and shall continue until this Agreement is either mutually terminated by the Parties or terminated by either Party, subject to delivery of written notice to the other Party of the termination of this Agreement. This Agreement may be terminated at any time and for any reason by either Party or by both Parties upon delivery of prior written notice to the other Party. Notice of termination shall comply with the notice provision below.
- B. Effective Date; Commencement of Backup Services. Regardless of the approval date or execution date of this Agreement by the Parties, the effective date of this Agreement shall be the date that the Parties actually commence providing backup services to each other under this Agreement. It is anticipated that this Agreement will go into effect on or about November 1, 2016, subject to the WC3 receiving regulatory approval and authorization from the 9-1-1 Administrator of the Illinois Department of State Police (the "State 9-1-1 Administrator") to operate and its PSAP is operationally active to answering 9-1-1 telecommunication calls.
- C. **Termination.** Upon the termination of this Agreement, if necessary, the Parties shall work cooperatively to remove their respective Equipment from the other Party's facility.
- D. **Notice.** Notice of the need for backup 9-1-1 Dispatch Services under this Agreement will be by telephone or by other means as may be reasonably used to apprise the backup PSAP of the initiating PSAP's need for services. All other notices and other

366048_1 6

communications required or permitted under this Agreement shall be in writing and may be personally delivered, faxed, emailed or sent by first class mail, postage prepaid, addressed to the Executive Directors, or their designees, at their below-listed business mailing addresses and electronic telecommunications contact information, as updated. All notices and other communications required or permitted under this Agreement shall be deemed to have been received on the day when personally delivered, faxed, emailed or three (3) calendar days after being mailed, as the case may be.

West Central Consolidated Communications City of Berwyn

North Riverside Police Station 2359 South Des Plaines Avenue North Riverside, Illinois 60546 Attn: WC3 Executive Director

Phone: 708-762-5413

Email:

Berwyn Police Department 6401 West 31st Street Berwyn, Illinois 60402 Attn: PSAP Director

Phone: 708-795-5600 Email:

- Complete Agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties relating to the subject matter of this Agreement which are not fully expressed herein. No oral modification, amendment or change shall be allowed to this Agreement. Any modification, amendment or change to this Agreement shall be in writing and approved and executed by the respective corporate authorities of the Parties.
- Severability. If any provision of this Agreement or the application of any such F. provision to either Party shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement shall not be affected, and each remaining provision of this Agreement shall be considered valid and shall be enforced to the fullest extent permitted by law.
- Transferability. The rights or obligations of each Party under this Agreement G. may not be transferred.

THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.

SIGNATURE PAGE TO FOLLOW.

366048 1 7 IN WITNESS WHEREOF, the Board of Directors of the West Central Consolidated Communications and the corporate authorities of the City of Berwyn, Illinois have voted at public meetings in accordance with the Open Meetings Act (5 ILCS 120/1 et seq.) to approve this Agreement, and direct that this Agreement be signed on their behalf by their respective Chairpersons or Mayor, and the date of the last signatory below shall be the date inserted on page 1 of this Agreement.

West Central Consolidated Communications	City of Berwyn
By: Dessica Frances Chairperson	By: Robert Thouseo Mayor
Date: 5-1-6, 2017	Date:
Attest:	Attest:
By: Jakov Rooge CS Secretary	By: Margaret Paul Name: MARGARET PAUL City Clerk
Date:	Date:

TEST PLAN DESCRIPTION

1)	Description of test plan (back-up, overflow, failure, database).
٥,	
2)	List wireline exchanges to be tested.
3)	List of wireless and VoIP Carriers to be tested.

Test Plan Description i3

TEST #	TEST CASE	TYPE
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	Failover
	edge router at PSAP	
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	Call Handling
	bridge to i3 PSAP if available – willing PSAP)	
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