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



State of Illinois

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

# 911 GENERAL INFORMATION

DATE: 02/01/2019					
			NO IO	4 100	<b>140</b>
	1 201	— 'I	1 / 21 1	11/1	114

DATE: 02/01/2019			
Type of Change: Long Form Modification Plan	Short Form Modification Pl	an	
Current System Name:	Population Served	Land Ar	ea in Sq Miles
Forest View ETSB	698		1.2
	10 10		
List PSAPs:		Primary	Secondary
Forest View ETSB	,	<b>.</b>	
	1.77 44/71		
11 22			
Thought at the suredistrict to 1810s.			
36 7303330 97			
en decimal w			111
			100
	***		*
911 System Contact: Chief Gary Wiseman			
Street Address: 7000 West 46th Street			
City, State and Zip Code: Forest View, Illinois 60402			
Cellular Telephone:			
Email: gwiseman@forestview-il.org			
	_, , , , , , , , , , , , , , , , , , ,		
Wireless Coverage for Consolidated System:	Please check if applicable:		
100 % Phase II compliant	NG9-1-1 capable		
_100_% Phase I compliant	Receive 9-1-1 Text		
	HACAIVA U.1.1 VIDA	n	

## **VERIFICATION**

I, Gary Wiseman	, first being duly sworn up	on oath, depose and say that
am Chief of Police	, of Village of Forest View	that I have read the
foregoing plan by me subscribed a	nd know the contents thereof;	that said contents are true in
substance and in fact, except as to	those matters stated upon inf	formation and belief, and as to
those, i believe same to be true.	Jany Gary Wiseman	Whenas

Subscribed and sworn to before me

this 26 day of FEBruary , 20 19.

NOTARY PUBLIC, ILLINOIS

OFFICIAL SEAL
JOY M CONKLIN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 09/19/22

# 9-1-1 SYSTEM PROVIDER LETTER OF INTENT

02-01-2019
(Date)
Lisa Wirtanen
(9-1-1 System Provider Company Representative)  At&t
(9-1-1 System Provider Company Name) 4918 W. 95th
(Street Address)  Oak Lawn, IL 60453
(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.
(Name) Joseph Berlin for Betalf of Brestnew
(Name) Joseph Beginiter (Title) 911 Orcelse Hiusue on Behalf of Exestinen

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: The Village of Forest View is modifying their 9-1-1 backup. Stickney dispatch is consolidating and will no longer back up Forest View after their dispatch is going dark. The village of Hillside will take over as the backup. IGA's have been passed by their boards and signed by both Hillside and Forest View. The Village of Forest View is in the process of consolidating with Hillside, Justice, Willow Springs, and Westchester so this modification is only temporary until the consolidation application is approved.

# 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:				
The Village of Forest View is currently in the process of consolidating with Willow Springs, Justice, Hillside, and Westchester. This backup modification is only temporary until that consolidation gets approved.				

COMPIDENTIAL - AT&T ALINOIS 9-1-1 PUBLIC SAFETY

RATE CENTER END OFFICE TO SELECTIVE ROUTER

7FDDZ694986 - NORTHBROOK 3FDDZ694987 - SOUTHFIELD AT&T ALI ACCESS **FOREST VIEW** PROPOSED BACKUP CHANGE BACK-UP PSAP: HILLSIDE FORESTVIEW PSAP 7000 W 46<sup>TH</sup> ST. FOREST VIEW **PSAP LOCATIONS** 9-1-1 CIRCUITS SELECTIVE ROUTER TO PSAP (2) ELK GROVE S/R TG= 488/MRELINE CALL.S TEMNC848974 TEMNC848976 7UGXR296943 – MB FOREST VIEW PSAP CONTROL OFFICE ELK GROVE VILLAGE (5E) 9 8 ALTERNATIVE PROVIDERS SUMMIT EXCHANGE AT&T IP CICERO EXCHANGE AT&I CICERO BERYWN RIVERSIDE SUMMIT GLOBAL COMM LEVEL 3 GLOBAL COMM PAETEC WORLDCOM XO COMM PAETEC WORLDCOM XO COMM ALLEGIANCE FOCAL FRONTIER CBEYOND CBEYOND FRONTIER LEVEL 3 MCLEOD MPOWER MPOWER MCLEOD FOCAL AT&T IP CIMCO

### ORDINANCE NO. 19-05

AN ORDINANCE OF THE VILLAGE OF HILLSIDE, COOK COUNTY, ILLINOIS APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF HILLSIDE, COOK COUNTY, ILLINOIS AND THE VILLAGE OF FOREST VIEW, COOK COUNTY, ILLINOIS FOR 911 EMERGENCY COMMUNICATIONS BACK-UP AND OVERFLOW

WHEREAS, the Village of Hillside, Cook County, Illinois (the "Village") is a home-rule municipality created in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and,

WHEREAS, the Village operates a public safety answering point ("PSAP") authorized by the Illinois Commerce Commission for the provision of 9-1-1 emergency telephone services ("9-1-1 Services"); and,

WHEREAS, the Village of Forest View, Cook County, Illinois, ("Forest View") an Illinois municipal corporation, operates its own PSAP and has requested that the Village provide back-up 9-1-1 Services, through its PSAP, in the event that Forest View's PSAP becomes disabled or otherwise unable to handle incoming 9-1-1 calls (the "Requested Services"); and,

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and,

WHEREAS, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., the Village and Forest View are authorized to enter into an agreement for the joint performance of any powers, privileges, functions or authority which may be exercised by a public agency of the State of Illinois; and,

WHEREAS, the Village has determined that its PSAP is capable of providing Forest View with the Requested Services and believes it to be in the best interests of the Village to provide such services in accordance with the terms and conditions of an intergovernmental agreement between the Village and Forest View.

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

Section 1. That the Intergovernmental Agreement by and between the Village of Hillside, Cook County, Illinois and the Village of Forest View, Cook County, Illinois For 911 Emergency Communications Back-Up and Overflow, attached hereto and made a part hereof, is hereby approved and the Village President and Village Clerk are hereby authorized to execute and deliver said Agreement on behalf of the Village and to undertake any and all actions as may be necessary to implement its terms.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:	This2	8 <sup>m</sup> day of	January	2019.
AYES:	Truster	I Walter	Zonela.	Delgado
	Kumu	Farris	Staton	
NAYS:	None			
ADSENT.	Those			
ABSENT:				

APPROVED:	This	28 <sup>th</sup>	day of	January	2019.
			Joseph 7. Village Pr	Tamburino resident	le
Filed in my office	e this2	29 <sup>th</sup>			
day ofJanuar	У	, 201	9.		
ATTEST:					
Sinks () Linda L. Gould	7. S.	suld			

Village Clerk

### AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF HILLSIDE, COOK COUNTY, ILLINOIS AND THE VILLAGE OF FOREST VIEW, COOK COUNTY, ILLINOIS FOR 911 EMERGENCY COMMUNICATIONS BACK-UP AND OVERFLOW

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into as of the 28th day of 1000 day, 2019 by and between the Village of Hillside, Cook County, Illinois ("Hillside"), a municipal corporation of the State of Illinois, and the Village of Forest View, Cook County, Illinois ("Forest View"), a municipal corporation of the State of Illinois (collectively "Parties").

### WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., Hillside and Forest View are authorized to enter into an agreement for the joint performance of any powers, privileges, functions or authority which may be exercised by a public agency of the State of Illinois; and

WHEREAS, Hillside and Forest View each operate a public safety answering point ("PSAP") authorized by the Illinois Commerce Commission ("ICC") for the provision of 9-1-1 emergency telephone services ("9-1-1 Services") in their respective jurisdictions; and,

WHEREAS, standards promulgated by the ICC require emergency telephone systems to maintain a back-up PSAP; and,

WHEREAS, Forest View has requested that Hillside, through its PSAP, provide back-up 9-1-1 Services in the event that Forest View's PSAP becomes disabled or otherwise unable to handle incoming 9-1-1 calls; and,

WHEREAS, Hillside is currently engaged in the process of consolidating with other entities as required by Section 15.4a of the Emergency Telephone System Act, 50 ILCS 750/1 et seq., in order to form a Joint Emergency Telephone System Board, as defined therein (the "Hillside Proposed Consolidation"); and,

WHEREAS, Forest View is currently engaged in the process of consolidating with other entities as required by Section 15.4a of the Emergency Telephone System Act, 50 ILCS 750/1 et seq., in order to form a Joint Emergency Telephone System Board, as defined therein (the "Forest View Proposed Consolidation"); and,

WHEREAS, the parties agree that upon completion of the Hillside Proposed Consolidation this Agreement shall terminate unless ratified by the Joint Emergency Telephone System Board in which Hillside becomes a member and that upon completion of the Forest View Proposed Consolidation this Agreement shall terminate.

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. Provision of Back-Up 9-1-1 Services. Upon Forest View's PSAP becoming disabled or unable to provide the 9-1-1 Services, including by reason of all lines being busy, all incoming 9-1-1 calls shall be routed to Hillside's PSAP, subject to said PSAP being available and

operable, by a method of direct transfer. Immediately upon its restoration, all incoming 9-1-1 calls shall be routed back to Forest View's PSAP.

Section 3. Downtime Notification. Prior to transfer of 9-1-1 calls, the Forest View PSAP shall inform the Hillside PSAP, to which incoming 9-1-1 calls will be routed, of the situation and the estimated downtime for the Forest View PSAP. This obligation shall not apply in the case of incoming 9-1-1 calls being rerouted as a result of all lines being busy.

Section 4. Personnel Assistance. In the event of an extended or prolonged outage, and upon request of Hillside PSAP personnel, members of the Forest View PSAP shall be sent to assist the Hillside PSAP in providing back-up 9-1-1 Services.

Section 5. Exclusive Authority. Each party shall retain exclusive authority over its respective PSAP, including as it relates to personnel, and all actions of a PSAP's personnel shall be considered the acts of employees of that party alone. The parties agree that its respective employees shall be trained, certified and/or receive additional periodic training, on an as-needed basis, relating to the provision of services by the applicable PSAP in accordance with all applicable laws and regulations and their respective training and protocol policies and procedures.

Section 6. Operational Procedures. Each PSAP shall be operated in conformance with all applicable laws and regulations. The provision of back-up 9-1-1 Services by the Hillside PSAP shall be made in accordance with the policies and procedures of the Hillside PSAP and certain operational guidelines developed between the parties.

Section 7. Relationship of Parties; Limitation of Services. Nothing in this Agreement is intended nor shall be construed in any manner to create an agency relationship between the parties or as altering or changing the jurisdiction of either party or requiring either party to provide police, fire, or emergency medical services on behalf of the other party, including dispatch services. In

accordance with the operational guidelines agreed to between the parties, the back-up 9-1-1 Services provided by the Hillside PSAP under this Agreement shall be limited to the receiving of 9-1-1 calls forwarded from the Forest View PSAP to the Hillside PSAP and then forwarding the emergency information received via telephone to designated Forest View personnel for its dispatch of emergency personnel. Notwithstanding the foregoing, the parties will continue to render assistance in accordance with State statutes and any other mutual aid agreements currently in place.

Section 8. Expenses. Forest View shall be responsible for reimbursing Hillside for any costs incurred by Hillside's PSAP in the provision of back-up 9-1-1 Services to Forest View, such costs shall include, but not be limited to, personnel costs, including overtime payments, and any costs incurred to configure or otherwise prepare the Hillside PSAP to provide the services provided for herein.

Section 9. Insurance. Forest View shall maintain general liability insurance, personal injury and property damage insurance naming the Hillside as an additional insured in the amount such party generally maintains for itself in the ordinary course of business.

Section 10. Indemnification. Forest View agrees to defend, indemnify and hold harmless Hillside and its elected and appointed officials, officers, employees and agents (whether sued in their official or individual capacity) from any loss, liability, damage (whether direct or consequential), claims, penalties, fines, injunctions, suits, proceedings, disbursements or expenses, including, without limitation, attorneys' fees and court costs, no matter how sustained, arising out of or in any way relating to this Agreement or Hillside's provision of services hereunder, provided, however, that the foregoing indemnification obligations shall not extend to any liabilities or related expenses arising out of or attributable to the negligence of Hillside. The obligations of this section shall survive termination of this Agreement.

Section 11. Term. This Agreement shall continue in full force and effect until terminated

by either party upon 90-days advance written notice. The parties agree that upon completion of the

Hillside Proposed Consolidation, this Agreement shall terminate and all obligations hereunder

shall be deemed null and void, unless the Joint Emergency Telephone System Board in which

Hillside becomes a member delivers written notice of its intent to continue under this Agreement

prior to or within 90 days of approval of consolidation by the State of Illinois's Office of the

Statewide 9-1-1 Administrator or other applicable department. The parties further agree that upon

completion of the Forest View Proposed Consolidation, this Agreement shall terminate and all

obligations hereunder shall be deemed null and void.

Section 12. Notices. All notices required or permitted hereunder, with the exception of

the downtime notification required by Section 3, shall be in writing and may be given by (a)

depositing the same in the United States mail, addressed to the party to be notified, postage prepaid

and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying

the same with electronic confirmation of receipt.

If to Hillside: Russell F. Wajda, Village Administrator

425 Hillside Avenue Hillside, IL 60162

Facsimile Number: (708) 236-5110

With a copy to: Kathleen Field Orr

Kathleen Field Orr & Associates 53 West Jackson Blvd., Suite 964

Chicago, IL 60604

Facsimile Number: (312) 382-2127

If to Forest View:

With a copy to:

Or any such other person, counsel or address as any party hereto shall specify pursuant to this Section from time to time.

Section 13. 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 14. 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 15. 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 16. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

Section 17. 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. Except as stated herein, this Agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties.

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

Village of Hillside, Illinois, a municipal corporation

Ву:	all Fly
	Village of Forest View, Illinois, a municipal corporation
By:	

I, Joy M. Conklin, the Village Clerk of the
Village of Forest View, Cook County,
Illinois, State of Illinois do hereby
certify that I am the keeper of its books
and records and that the foregoing is a true
and accurate copy of Ordinance 19-03 of the
Village of Forest View, Cook County, Illinois
as it appears in the permanent
records of the Village.

Joy M. Conklin Village Clerk

### VILLAGE OF FOREST VIEW

### COOK COUNTY, ILLINOIS

### ORDINANCE NO. 19-03

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF HILLSIDE, COOK COUNTY, ILLINOIS AND THE VILLAGE OF FOREST VIEW, COOK COUNTY, ILLINOIS FOR 9-1-1 EMERGENCY COMMUNICATIONS BACK-UP AND OVERFLOW

> PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FOREST VIEW, COOK COUNTY, ILLINOIS, this 22nd day of January, 2019

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Forest View, Cook County, Illinois, this <u>22nd</u> day of <u>January</u>, 2019.

### VILLAGE OF FOREST VIEW

### **COOK COUNTY, ILLINOIS**

### **ORDINANCE NO. 19-03**

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF HILLSIDE, COOK COUNTY, ILLINOIS AND THE VILLAGE OF FOREST VIEW, COOK COUNTY, ILLINOIS FOR 9-1-1 EMERGENCY COMMUNICATIONS BACK-UP AND OVERFLOW

WHEREAS, the Village of Hillside, Cook County, Illinois (the "Village") is a home-rule municipality created in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and,

WHEREAS, the Village of Forest View, Cook County, Illinois, ("Forest View") an Illinois municipal corporation and home-rule municipality created in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, has requested that the Village provide it with back-up 9-1-1 emergency telephone dispatching services for police, fire, and emergency medical services ("9-1-1 Services"); and,

WHEREAS, the Village operates a state of the art dispatching center providing for the dispatching of Emergency Services through its Dispatch and Communications Division (the "Dispatch Center"); and,

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and,

WHEREAS, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., the City and Westchester are authorized to enter into an agreement for the joint performance of any powers, privileges, functions or authority which may be exercised by a public agency of the State of Illinois; and,

WHEREAS, the Village has determined that the Dispatch Center is capable of providing Forest View with the requested services and believes it to be in the best interests of its citizens and taxpayers to provide such services in order to create both financial and operational efficiencies in accordance with the terms and conditions of an intergovernmental agreement between the Village and Forest View.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FOREST VIEW, COOK COUNTY, ILLINOIS IN THE EXERCISE OF THE VILLAGE'S HOME RULE POWERS, as follows:

SECTION 1. That the Intergovernmental Agreement between the Village of Hillside, Cook County, Illinois and the Village of Forest View, Cook County, Illinois Providing for 9-1-1 Emergency Communications Back-up and Overflow, attached hereto and made a part hereof, is hereby approved and the Village President and Village Clerk are hereby authorized to execute and deliver said Agreement on behalf of the Village and to undertake any and all actions as may be necessary to implement its terms.

**SECTION 2.** That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

### PASSED BY THE FOLLOWING ROLL CALL VOTE this 22nd day of January, 2019.

AYES: Trustees Grossi, Figueroa, Hubacek, Miller, Stimach

NAYS: None

ABSENT: Trustee Kirchgatterer

APPROVED this 22nd day of January, 2019.

Lawrence Powell

Village President

ATTEST:

Joy M. Conklin

Village Clerk

# AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF HILLSIDE, COOK COUNTY, ILLINOIS AND THE VILLAGE OF FOREST VIEW, COOK COUNTY, ILLINOIS FOR 9-1-1 EMERGENCY COMMUNICATIONS BACK-UP AND OVERFLOW

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into as of the 22nd day of January, 2019 by and between the Village of Hillside, Cook County, Illinois ("Hillside"), a municipal corporation of the State of Illinois, and the Village of Forest View, Cook County, Illinois ("Forest View"), a municipal corporation of the State of Illinois (collectively "Parties").

### WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., Hillside and Forest View are authorized to enter into an agreement for the joint performance of any powers, privileges, functions or authority which may be exercised by a public agency of the State of Illinois; and

WHEREAS, Hillside and Forest View each operate a public safety answering point ("PSAP") authorized by the Illinois Commerce Commission ("ICC") for the provision of 9-1-1 emergency telephone services ("9-1-1 Services") in their respective jurisdictions; and,

WHEREAS, standards promulgated by the ICC require emergency telephone systems to maintain a back-up PSAP; and,

WHEREAS, Forest View has requested that Hillside, through its PSAP, provide back-up 9-1-1 Services in the event that Forest View's PSAP becomes disabled or otherwise unable to handle incoming 9-1-1 calls; and,

WHEREAS, Hillside is currently engaged in the process of consolidating with other entities as required by Section 15.4a of the Emergency Telephone System Act, 50 ILCS 750/1 et seq., in order to form a Joint Emergency Telephone System Board, as defined therein (the "Hillside Proposed Consolidation"); and,

WHEREAS, Forest View is currently engaged in the process of consolidating with other entities as required by Section 15.4a of the Emergency Telephone System Act, 50 ILCS 750/1 et seq., in order to form a Joint Emergency Telephone System Board, as defined therein (the "Forest View Proposed Consolidation"); and,

WHEREAS, the parties agree that upon completion of the Hillside Proposed Consolidation this Agreement shall terminate unless ratified by the Joint Emergency Telephone System Board in which Hillside becomes a member and that upon completion of the Forest View Proposed Consolidation this Agreement shall terminate.

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. PROVISION OF BACK-UP 9-1-1 SERVICES. Upon Forest View's PSAP becoming disabled or unable to provide the 9-1-1 Services, including by reason of all lines being busy, all incoming 9-1-1 calls shall be routed to Hillside's PSAP, subject to said PSAP

being available and operable, by a method of direct transfer. Immediately upon its restoration, all incoming 9-1-1 calls shall be routed back to Forest View's PSAP.

**SECTION 3. DOWNTIME NOTIFICATION.** Prior to transfer of 9-1-1 calls, the Forest View PSAP shall inform the Hillside PSAP, to which incoming 9-1-1 calls will be routed, of the situation and the estimated downtime for the Forest View PSAP. This obligation shall not apply in the case of incoming 9-1-1 calls being rerouted as a result of all lines being busy.

**SECTION 4. PERSONNEL ASSISTANCE.** In the event of an extended or prolonged outage, and upon request of Hillside PSAP personnel, members of the Forest View PSAP shall be sent to assist the Hillside PSAP in providing back-up 9-1-1 Services.

SECTION 5. EXCLUSIVE AUTHORITY. Each party shall retain exclusive authority over its respective PSAP, including as it relates to personnel, and all actions of a PSAP's personnel shall be considered the acts of employees of that party alone. The parties agree that its respective employees shall be trained, certified and/or receive additional periodic training, on an as-needed basis, relating to the provision of services by the applicable PSAP in accordance with all applicable laws and regulations and their respective training and protocol policies and procedures.

SECTION 6. OPERATIONAL PROCEDURES. Each PSAP shall be operated in conformance with all applicable laws and regulations. The provision of back-up 9-1-1 Services by the Hillside PSAP shall be made in accordance with the policies and procedures of the Hillside PSAP and certain operational guidelines developed between the parties.

SECTION 7. RELATIONSHIP OF PARTIES; LIMITATION OF SERVICES.

Nothing in this Agreement is intended nor shall be construed in any manner to create an agency relationship between the parties or as altering or changing the jurisdiction of either party or

requiring either party to provide police, fire, or emergency medical services on behalf of the other party, including dispatch services. In accordance with the operational guidelines agreed to between the parties, the back-up 9-1-1 Services provided by the Hillside PSAP under this Agreement shall be limited to the receiving of 9-1-1 calls forwarded from the Forest View PSAP to the Hillside PSAP and then forwarding the emergency information received via telephone to designated Forest View personnel for its dispatch of emergency personnel. Notwithstanding the foregoing, the parties will continue to render assistance in accordance with State statutes and any other mutual aid agreements currently in place.

**SECTION 8. EXPENSES.** Forest View shall be responsible for reimbursing Hillside for any costs incurred by Hillside's PSAP in the provision of back-up 9-1-1 Services to Forest View, such costs shall include, but not be limited to, personnel costs, including overtime payments, and any costs incurred to configure or otherwise prepare the Hillside PSAP to provide the services provided for herein.

**SECTION 9. INSURANCE.** Forest View shall maintain general liability insurance, personal injury and property damage insurance naming the Hillside as an additional insured in the amount such party generally maintains for itself in the ordinary course of business.

SECTION 10. INDEMNIFICATION. Forest View agrees to defend, indemnify and hold harmless Hillside and its elected and appointed officials, officers, employees and agents (whether sued in their official or individual capacity) from any loss, liability, damage (whether direct or consequential), claims, penalties, fines, injunctions, suits, proceedings, disbursements or expenses, including, without limitation, attorneys' fees and court costs, no matter how sustained, arising out of or in any way relating to this Agreement or Hillside's provision of services hereunder, provided, however, that the foregoing indemnification obligations shall not extend to

any liabilities or related expenses arising out of or attributable to the negligence of Hillside. The obligations of this section shall survive termination of this Agreement.

SECTION 11. TERM. This Agreement shall continue in full force and effect until terminated by either party upon 90-days advance written notice. The parties agree that upon completion of the Hillside Proposed Consolidation, this Agreement shall terminate and all obligations hereunder shall be deemed null and void, unless the Joint Emergency Telephone System Board in which Hillside becomes a member delivers written notice of its intent to continue under this Agreement prior to or within 90 days of approval of consolidation by the State of Illinois's Office of the Statewide 9-1-1 Administrator or other applicable department. The parties further agree that upon completion of the Forest View Proposed Consolidation, this Agreement shall terminate and all obligations hereunder shall be deemed null and void.

**SECTION 12. NOTICES.** All notices required or permitted hereunder, with the exception of the downtime notification required by Section 3, shall be in writing and may be given by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt.

If to Hillside:	Russell F. Wajda, Village Administrator 425 Hillside Avenue Hillside, IL 60162 Facsimile Number:
With a copy to:	Kathleen Field Orr Kathleen Field Orr & Associates 53 West Jackson Blvd., Suite 964 Chicago, IL 60604 Facsimile Number:

If to Forest View: Mark C. Masciola, Village Administrator

7000 W 46<sup>th</sup> Street Forest View, IL 60402

Facsimile Number: (708) 788-8266

With a copy to:

John B. Murphey, Village Attorney

Rosenthal, Murphey, Coblentz & Donahue Law Offices

30 North LaSalle Street, Suite 1624

Chicago, IL 60602

Facsimile Number: (312) 541-9191

Or any such other person, counsel or address as any party hereto shall specify pursuant to this Section from time to time.

SECTION 13. 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 14. 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 15. 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 16. HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

SECTION 17. 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. Except as stated herein, this Agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties.

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

Village of Hillside, Illinois, a municipal corporation

ATTEST:

LINDA L. GOULD VILLAGE CLERK

Village of Forest View, Hinois, a municipal corporation

By:

Lawrence Powell Village President

ATTEST:

Joy M. Conklin Village Clerk