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

State of Illinois

Application for
9-1-1 Consolidation Plan
VERIFICATION

I, Gerard Corrigan First being duly sworn upon oath, depose and say that I am Gerard Corrigan of 12419 Ashland Ave, Calumet Park, IL 60827; that I have read the foregoing plan by me subscribed and know the contents thereof, that said the contents are true in substance and in fact, except as to those matters stated upon belief, and as to those I believe same to be true.

Subscribed and sworn to before me

This 19th day of December, 2019

NOTARY PUBLIC, ILLINOIS
Ms. Cindy Barbera-Brelle
Illinois State Police
Office of the Statewide 911 Administrator
801 South 7th St.
Springfield, IL 62703

Dear Ms. Barbera-Brelle

This letter is to confirm our intent to consolidate our 911 system with Calumet Park regional 911 and Markham 911. Enclosed is your copy of our Consolidation Plan to be filed with the Department of Illinois State Police for approval. Thank you.

Mr. John Allen
9-1-1 system provider company representative

Chicago Communications, LLC
200 Spangler Ave.
Elmhurst, IL 60560
Sincerely,

Gerard Corrigan
Executive Director

Enclosure: Consolidation Plan
INTRODUCTION

The following document provides the application for submitting a 9-1-1 Consolidation Plan that will supply the Department of State Police (Department), the Illinois Commerce Commission (ICC), the Statewide 9-1-1 Advisory Board (Advisory Board) and the Statewide 9-1-1 Administrator (Administrator) with the necessary information about your proposal to consolidate your 9-1-1 system. All consolidations plans must comply with 83 Ill. Adm. Code Part 1324.

The Emergency Telephone System Act ("ETSA" or "Act") (50 ILCS 750) Section 15.4a(b) states that each 9-1-1 authority or qualified governmental entity required to consolidate must file a consolidation plan by July 1, 2016.

There are three consolidation categories. Please find below the documents that need to be included when filing a consolidation plan for each category.

1) Consolidation of an unserved county with an existing 9-1-1 authority and the creation of a Joint ETSB
2) Consolidation of either paper ETSB's or multiple ETSB's resulting in the creation of a Joint ETSB and consolidation of individual PSAP's
3) Consolidation of PSAPs within an ETSB

Consolidation Plans defined under categories 1) and 2) above, must include the following documents when submitting a consolidation plan:

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

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

Carrier Listing A list of each carrier telephone company(s), exchange(s), prefix(es), and the various 9-1-1 System configurations that will be used in the proposed system.

Test Plan The 911 System's overall plan detailing how and to what extent the network and data base will be tested.

These consolidation Plans must be filed electronically on the Department's website at:
http://www.isp.state.il.us/Statewide911/statewide911.cfm where you will see the box below to submit your plan.

Submit Completed 911 Plans/Waivers

The Department and the ICC have 20 days to complete the technical review of your plan. An Administrative Law Judge (ALJ) will then have 20 days to hold a hearing and make a recommendation to the Advisory Board. From that point the Advisory Board has 20 days to hold a public hearing on the plan and provide a recommendation to the Administrator. Upon receipt of the Advisory Board's recommendation, the Administrator will have 30 days to provide a written decision to the applicant.

Consolidations Plans defined under category 3) above do not need to be submitted electronically on the Department's website.

The 9-1-1 Authority must provide written notification to the Administrator at 911_tech_support@isp.state.il.us at least 10 business days prior to making the following changes pursuant to Section 1325 200(h). After review, the Administrator will provide a letter of acknowledgment. The following documents must be included in this notification.

General Information Contact and 9-1-1 System information.
Plan Narrative A detailed summary of the changes in the proposed system's operation.

Attachments (if applicable):
Network Diagram Provided by the 9-1-1 system provider showing trunking routing and backup configuration.
Call Handling Agreements Call handling agreements shall describe the primary and secondary dispatch method to be used by requesting parties within their respective jurisdictions.
# 911 General Information

## Date

- [ ] Consolidation within an ETSB
- [x] Joint ETSB
- [ ] Unserved consolidation

<table>
<thead>
<tr>
<th>Type of Change</th>
<th>Consolidation within an ETSB</th>
<th>Joint ETSB</th>
<th>Unserved consolidation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current System Name</td>
<td>Calcomm Regional joint ETSB</td>
<td>Population Served</td>
<td>Land Area in Sq Miles</td>
</tr>
<tr>
<td>CalComm</td>
<td>39,373</td>
<td>8.94</td>
<td></td>
</tr>
<tr>
<td>Markham ETSB</td>
<td>12,508</td>
<td>5.41</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>System Name after Consolidation</th>
<th>CalComm Regional Joint ETSB</th>
</tr>
</thead>
</table>

## PSAP Affected

(Consolidation Plans Only)

<table>
<thead>
<tr>
<th>Current System Name</th>
<th>Consolidation</th>
<th>Decommission</th>
<th>Primary</th>
<th>Secondary</th>
</tr>
</thead>
<tbody>
<tr>
<td>CalComm</td>
<td>x</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Markham</td>
<td></td>
<td></td>
<td>x</td>
<td></td>
</tr>
</tbody>
</table>

## 911 System Contact

Gerard Corrigan

- **Street**: 12419 S. Ashland Ave
- **Address**: Calumet Park, IL 60827
- **City, State and Zip Code**: Chicago, IL 60623
- **Office Telephone**: (708) 928-7324
- **Cellular Telephone**: (708) 829-7636
- **Email**: directormdavis@aol.com

**Wireless Coverage for Consolidated System**: 100% Phase II compliant
100% Phase I compliant

Please check if applicable:

× NG9-1-1 capable
× Receive 9-1-1 Text
 Receive 9-1-1 Video
## PLAN NARRATIVE

Please answer the questions below, and provide a detailed narrative to assist the Statewide 9-1-1 Advisory Board and the Statewide 9-1-1 Administrator with an understanding of the plan as it applies to this application. Please use additional sheets if necessary.

<table>
<thead>
<tr>
<th>Question</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Do all of your PSAPs meet all of the requirements defined in 1325.415 and 1325.515?</td>
</tr>
<tr>
<td>2. Type of Radio/Telecommunications systems compatible with participating and adjacent agencies.</td>
</tr>
<tr>
<td>Calumet Park Midlothian and Posen use the cook county Astro 7.x trunking system. Sauk Village Police are dispatched over Cook County NET 1 UHF radio frequency shared with adjacent communities. Sauk Village police and fire also have Cook County Astro 7.x talk group.</td>
</tr>
<tr>
<td>3. Will all PSAPs remaining after consolidation direct dispatch all emergency calls pursuant to section 1324.200b(3)?</td>
</tr>
<tr>
<td>4. Have you included maps to show the territory covered by the system?</td>
</tr>
<tr>
<td>5. Have you included a listing of all telephone companies?</td>
</tr>
<tr>
<td>6. Have you included a copy of the intergovernmental agreement, ordinance, resolution and/or contracts?</td>
</tr>
<tr>
<td>7. Have you included a list of participating and adjacent agencies?</td>
</tr>
<tr>
<td>8. Have you included financial information?</td>
</tr>
<tr>
<td>9. Public education.</td>
</tr>
<tr>
<td>10. Training.</td>
</tr>
<tr>
<td>11. Use of TTY's and Training</td>
</tr>
</tbody>
</table>
12. Have you included call handling and aid outside jurisdictional boundary agreements?  
   Yes [ ] No [ ]  
   Plans submitted without this documentation will be rejected.

13. Have you included a new system diagram?  
   Yes [ ] No [ ]  
   Plans submitted without this documentation will be rejected.

13a. Does the new system diagram include all PSAP(s) and backup PSAP location(s)?  
   Yes [ ] No [ ]  
   Plans submitted without this documentation will be rejected.

14. Have or will all areas within the 9-1-1 system be addressed for the database?  
   Yes [ ] No [ ]  
   If no, please explain.

14a. Explain all aspects of the database, i.e., how often is it updated, where is it located, etc.

   CalComm had dual redundant ALI Database links to West/Intrado off premise databases. West/Intrado maintains the databases daily. CalComm's 911 solution provides a manual ALI discrepancy report that is filled out by the responding calltaker and submitted automatically to the supervisor to be screened and submitted to West/Intrado electronically.

15. Who is the 9-1-1 system provider for your 911 system? Please explain whether the system will be legacy based, next generation based or a combination.

   Airbus DS Communications VESTA 9-1-1 with VESTA LOCATE is a next generation 911 compliant/capable solution waiting on delivery of an i3 ESINet delivery of 911.

(Please include additional pages if needed.)
NARRATIVE STATEMENT:

(Provide a detailed summary of system operations for either a consolidation or modified plan. If incorporating an NG9-1-1 solution, please include the additional items listed below pursuant to 1325.205b.(2).)

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:

Calumet Park, Sauk Village, Midlothian, and Posen operate a joint ETSB with members from each community having seats on the board. Each of the member communities are serviced by the Calumet Park Regional Dispatch Center (CalComm) and said center will operate as the main PSAP for the member communities. Markham is to join the ETSB and also be served by the CalComm PSAP. Any additional communities entering the PSAP will be absorbed into the ETSB following the passing of the appropriate ordinances and execution of intergovernmental agreements, and with the approval of the state board.

CalComm utilizes a NG911 Compliant Airbus DS Communications VESTA 9-1-1 call taking solution with VESTA LOCATE mapping solution provided and serviced by Chicago Communications LLC. The call taking solution and processes used by CalComm is compliant with the latest NENA National Standards and Protocols.

The current configuration of the Airbus DS Communications solution is a single hosted on site solution on a closed LAN that is capable of being split into a Geo-Diverse WAN configuration. The VESTA 9-1-1 solution's purpose built Internet Protocol (IP) softswitch design delivers uninterrupted, mission critical SIP telephony. This includes IP voice support on i3 Emergency Services IP Networks (ESInets) using Request for Assistance Interface (RFAI) protocol and advanced telephony functions like Automatic Call Distribution (ACD) and dynamic conferencing. CalComm's power facility is backed up by a generator and a UPS system with diversified circuit distribution.

CalComm's Vesta 9-1-1 solution currently utilizes CAMA 911 (Copper) Trunks for landline and wireless 911 and VoIP emergency calls and dual rollover redundant ISDN PRI administrative connections and dual ALI database links to West/Intrado of premise databases. The system was purchased with the Airbus i3 ESINet interface providing dual firewall protected interfaces to a NG911 i3 IP delivery. Firewall protection of NG911 delivery will be established when the ESINet is delivered to the PSAP.

The Vesta 9-1-1 solution has an ALI Discrepancy report feature that allows the calltaker to verify the ALI database integrity and then gives them the ability to provide corrected information in the report. This report is then saved on the Aurora MIS solution for the supervisor/director to submit to West/Intrado electronically for database corrections daily.

Question #2 continued.

Fire agencies are dispatched over MABAS 22 (Calumet Park, Midlothian, and Posen) and MABAS 24 (Sauk Village and Markham) Markham police will use Cook county 7 x astro system.
Narrative Plan:
FINANCIAL INFORMATION

Name of ETSB(s) that are being dissolved

Markham ETSB

Total Reserves to be transferred to the Joint ETSB

$  0 0

Dispatch Staff and Positions

11 Number of answering positions prior to the consolidation (total for all entities)

8 Number of answering positions in the consolidated system

24 Number of full time dispatchers/call takers prior to the consolidation (total for all entities)

16 Number of full time dispatchers/call takers in the consolidated system

4 Number of part time dispatchers/call takers prior to the consolidation (total for all entities)

4 Number of part time dispatchers/call takers in the consolidated system

Total amount (and percentage) of salaries paid for by 9-1-1 authority prior to consolidation:

$  0 0  0 %

Total amount (and percentage) of salaries to be paid for by 9-1-1 authority after consolidation.

$  0 0  0 %

9-1-1 Network Cost (per year)

a) Total network cost for each entity prior to the consolidation

$_________________________

b) Total network cost of consolidated system

$_________________________

c) Net change in network costs:

$_________________________

If no cost savings in network please explain: see below
**FINANCIAL INFORMATION**

**Identify Network Costs that the ETSB believes the State will pay for the Consolidated System:**

<table>
<thead>
<tr>
<th>Network Cost</th>
<th>Estimated Amount (per year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANI/ALI/Selective routing</td>
<td>$600.00 per Month $7,200.00 annually (these will move from the Markham bill paid by the ISP to the CALCOMM bill)</td>
</tr>
<tr>
<td>Alternate routing circuit for Wireless</td>
<td>$20.00 per Month $240.00 Annually*</td>
</tr>
<tr>
<td>Wireless Trunks</td>
<td>(2x$93) $186.00 per Month $2,232.00 Annually*</td>
</tr>
<tr>
<td>*should the consolidation be approved, these charges billed to the ISP will no longer apply as those circuits would be disconnected. There would be a reduction on the bill of $206 per month, $2472 annually. Wireless Phase 1-2 - $73.19 per Month $878.28 Annually (these will move from the Markham bill paid by the ISP to the CALCOMM bill)</td>
<td></td>
</tr>
<tr>
<td>CALCOMM - ANI/ALI/Selective routing</td>
<td>$750.00 per Month $9,000.00 annually (Combined charges $1,350 per Month $16,200 annually)</td>
</tr>
<tr>
<td>Wireless Phase 1-2 $219.57 per Month $2,634.84 Annually (Combined charges $292.76 per Month, $3513.12 Annually)</td>
<td></td>
</tr>
</tbody>
</table>

Other Consolidation Cost

- PSAP, CPE, CAD Equipment, logging recorders: $130,000
- MSAG and Mapping Development or changes: $20,000
- Radio Consoles: $0
- Construction or Remodel of PSAP: $0
- Personnel: $0
- Other (Please place total amount in the blank at the right and explain below): $18,713.12

Recurring and Nonrecurring Cost (per year)

- Estimated nonrecurring cost for consolidation: $150,000
  
a) Recurring costs prior to consolidations (all entities): $1,700,000
  
b) Proposed recurring cost for consolidated system: $1,500,000
  
c) Net change in recurring costs: $200,000

Revenue (per year)
Projected surcharge revenue
Projected revenue from local governments $ 1,500,000
Projected revenue from other sources (grants) $________________________ 0
Revenue in reserves $ 100,000
Total Revenue $________________________

1,600,000
FIVE YEAR STRATEGIC PLAN FOR CONSOLIDATION 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 consolidation plan with financial projections)

Narrative.
5 Year plan for the Calumet Park Regional 911 Center (CalComm)

The Calumet Park Regional 911 center plans to fill its eight positions with communities from the area that are in need of dispatching services. CalComm currently has IGAs with 5 communities serving a total population of 51,881 (not including its service as the MABAS 22 dispatch center, which adds an additional population of 54,357) Services provided by the center are 911 services for Police, Fire and EMS.

CalComm provides and will continue to provide the latest and most up to date technology available including a NG-911 compliant platform. CalComm has created a capital improvement fund into which member communities are required to contribute in order to keep the PSAP on the cutting edge of technology.

CalComm provides training to its telecommunications officers to meet APCO standards, and includes EMD training. We will continue to strive to provide the most qualified personnel available in the dispatching community to our member communities.

With the addition of new member communities CalComm will continue to grow and provide the highest levels of service and technology to our member communities.

CalComm and its combined ETSB can provide the above services at a much reduced cost versus individual communities providing the same level of technology and service, and thereby keep with the state mandate of consolidation of PSAPs and ETSBs.

CalComm plans on continuing to add communities at the rate of one or two per year until we are at full capacity. By slowly adding the new member communities we can insure that the new members are added properly with an eye on connectivity and making sure our member communities meet required standards for technology (CAD, Mapping, MDTs etc.) it should be noted that it takes approximately 6 months to add a new community after approval is given:

- We must survey the new community and determine connectivity requirements
- We require two high speed connections (1 main and 1 Backup)
- Reorganization of radio circuits
- Provisioning of 911 circuits (CAMA trunks)
- Addition and installation of CAD system for incoming community
- Provisioning and installation of additional required equipment
- Testing and optimization
- Training
FIVE YEAR STRATEGIC PLAN FOR CONSOLIDATION 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 consolidation plan with financial projections)

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• We must survey the new community and determine connectivity requirements
• We require two high speed connections (1 main and 1 backup)
• Reorganization of radio circuits
• Provisioning of 911 circuits (CAMA trunks)
• Addition and installation of CAD system for incoming community
• Provisioning and installation of additional required equipment
• Testing and optimization
• Training
**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*

<table>
<thead>
<tr>
<th>City, Town or Village</th>
<th>Street Address, City, Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calumet Park</td>
<td>12409 Throop St Calumet Park IL 60827</td>
</tr>
<tr>
<td>Sauk Village</td>
<td>21801 Torrence Ave, Sauk Village IL 60411</td>
</tr>
<tr>
<td>Midlothian</td>
<td>14801 S Pulaski, Midlothian IL 60445</td>
</tr>
<tr>
<td>Posen</td>
<td>2440 Walter Zimny Dr, Posen IL 60469</td>
</tr>
<tr>
<td>Markham</td>
<td>16330 Kedzie Pkw, Markham IL 60428</td>
</tr>
</tbody>
</table>
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 agency and 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.

<table>
<thead>
<tr>
<th>9-1-1 Participant Agencies</th>
<th>Street Address, City, Zip Code</th>
<th>Administrative Telephone No.</th>
<th>Direct Dispatch</th>
<th>Transfer</th>
<th>Call Relay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calumet Park Police Dept</td>
<td>12409 Throop St. Calumet Park IL 60827</td>
<td>708-385-6862</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Calumet Park Fire Dept</td>
<td>12457 Ashland Ave. Calumet Park IL 60827</td>
<td>708-385-4131</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sauk Village Police Dept</td>
<td>21701 Torrence Ave. Sauk Village IL 60411</td>
<td>708-758-1331</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sauk Village Fire Dept</td>
<td>1894 22nd St. Sauk Village IL 60411</td>
<td>708-758-1321</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Midlothian Police Dept</td>
<td>14815 S Pulaski Rd. Midlothian IL 60445</td>
<td>708-489-4727</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Midlothian Fire Dept.</td>
<td>14814 S Pulaski Rd. Midlothian IL 60445</td>
<td>708-489-4742</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Posen Police Dept.</td>
<td>2240 Walter Zimny Dr. Posen IL 60469</td>
<td>708-385-0139</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Posen Fire Dept.</td>
<td>2240 Walter Zimny Dr. Posen IL 60469</td>
<td>708-385-0139</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Markham Police Dept.</td>
<td>16330 S Kedzie Pkw Markham IL 60428</td>
<td>708-331-2171</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Markham Fire Dept.</td>
<td>16330 S Kedzie Pkw Markham IL 60428</td>
<td>708-331-2171</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MABAS Div 22</td>
<td>12600 Pulaski Rd Alsip IL 60803</td>
<td>708-385-6139</td>
<td>x</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ADJACENT AGENCIES LIST

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

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>STREET ADDRESS, CITY, ZIP CODE</th>
<th>TELEPHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alsip Fire Department</td>
<td>12600 Pulaski Rd, Alsip IL 60803</td>
<td>708-385-6139</td>
</tr>
<tr>
<td>Alsip Police Department</td>
<td>4500 W 123rd St Alsip IL 60803</td>
<td>708-385-6131</td>
</tr>
<tr>
<td>C.S.X. Railroad Police</td>
<td>733 W 136th St Riverdale IL 60827</td>
<td>708-201-5188</td>
</tr>
<tr>
<td>Chicago Police Department</td>
<td>1121 S State St. Chicago IL 60605</td>
<td>312-645-0000</td>
</tr>
<tr>
<td>Chicago Fire Department</td>
<td>1121 N LaSalle St. Chicago IL 60605</td>
<td>312-747-1000</td>
</tr>
<tr>
<td>Cook County Forest Preserve Police</td>
<td>536 N Harlem Ave. River Forest IL 60305</td>
<td>708-771-1000</td>
</tr>
<tr>
<td>Cook County Sheriff's Police</td>
<td>1401 S Maybrook Dr. Maywood IL 60153</td>
<td>708-458-1000</td>
</tr>
<tr>
<td>Blue Island Police Department</td>
<td>13031 Greenwood Ave Blue Island IL 60406</td>
<td>708-385-1313</td>
</tr>
<tr>
<td>Blue Island Fire Department</td>
<td>2450 Vermont St. Blue Island IL 60406</td>
<td>708-388-5778</td>
</tr>
<tr>
<td>Dixmoor Fire Department</td>
<td>170 W 145th St. Dixmoor IL 60426</td>
<td>708-385-8131</td>
</tr>
<tr>
<td>Dixmoor Police Department</td>
<td>170 W 145th St. Dixmoor IL 60426</td>
<td>708-388-3340</td>
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<tr>
<td>Metropolitan Water Rec District Police</td>
<td>100 E Erie Chicago IL 60611</td>
<td>312-751-6565</td>
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<td>East Hazel Crest Police Department</td>
<td>17223 Throop St. East Hazel Crest IL 60429</td>
<td>708-798-2186</td>
</tr>
<tr>
<td>East Hazel Crest Fire Department</td>
<td>17223 Throop St. East Hazel Crest IL 60429</td>
<td>708-798-3902</td>
</tr>
<tr>
<td>Harvey Police Department</td>
<td>15301 Dixie Hgw. Harvey, IL 60426</td>
<td>708-331-3030</td>
</tr>
<tr>
<td>Harvey Fire Department</td>
<td>15600 Center Ave. Harvey IL 60426</td>
<td>708-331-3112</td>
</tr>
<tr>
<td>IHB Railroad Police</td>
<td>2721 161st St. Hammond IN</td>
<td>219-989-4802</td>
</tr>
<tr>
<td>Illinois State Police district Chicago</td>
<td>9511 W Harrison, Des Plaines IL 60016</td>
<td>847-294-4400</td>
</tr>
<tr>
<td>Merrionette Park Police Department</td>
<td>3165 W 115th St. Marrionette Park IL 60655</td>
<td>708-385-7131</td>
</tr>
<tr>
<td>Merrionette Park Fire Department</td>
<td>3165 W 115th St. Marrionette Park IL 60655</td>
<td>708-385-7131</td>
</tr>
<tr>
<td>Robbins Fire Department</td>
<td>327 W 137th St. Robbins IL 60472</td>
<td>708-385-4121</td>
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<tr>
<td>Robbins Police Department</td>
<td>327 W 137th St. Robbins IL 60427</td>
<td>708-385-4121</td>
</tr>
<tr>
<td>Southwest Central Dispatch</td>
<td>7611 W College Dr. Palos Heights IL 60463</td>
<td>708-385-8131</td>
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<tr>
<td>US Coast Guard</td>
<td>2420 S Lincoln Memorial Dr. Milwaukee, WI 53027</td>
<td>414-474-7181</td>
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<tr>
<td>Country Club Hills Police Department</td>
<td>3700 w 175th PL Country Club Hills IL 60478</td>
<td>708-798-8509</td>
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<tr>
<td>Country Club Hills Fire Department</td>
<td>4350 W 183rd St, Country Club Hills IL 60478</td>
<td>708-798-3270</td>
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<tr>
<td>Crestwood Police Department</td>
<td>13850 Cicero Ave Crestwood IL 60418</td>
<td>708-385-5131</td>
</tr>
</tbody>
</table>
## ADJACENT AGENCIES LIST

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

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>STREET ADDRESS, CITY, ZIP CODE</th>
<th>TELEPHONE NUMBER</th>
</tr>
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<tbody>
<tr>
<td>Crestwood Fire Department</td>
<td>13840 S Cicero Ave Crestwood IL 60418</td>
<td>708-371-4805</td>
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<tr>
<td>Oak Forest Police Department</td>
<td>15440 Central Ave. Oak Forest IL 60452</td>
<td>708-687-1376</td>
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<td>Oak Forest Fire Department</td>
<td>5620 James Dr. Oak Forest, IL 60452</td>
<td>708-687-6050</td>
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<tr>
<td>Riverdale Police Department</td>
<td>725 W 138th St. Riverdale IL 60827</td>
<td>708-841-2203</td>
</tr>
<tr>
<td>Riverdale Fire Department</td>
<td>7235 W 138th St. Riverdale IL 60827</td>
<td>708-849-2122</td>
</tr>
<tr>
<td>Steger Police Department</td>
<td>35 W 34th St. Steger IL 60475</td>
<td>708-672-1584</td>
</tr>
<tr>
<td>Steger Fire Department</td>
<td>3320 Lewis St. Steger, IL 60475</td>
<td>708-754-2625</td>
</tr>
<tr>
<td>Chicago Heights Police Department</td>
<td>1601 Halsted St, Chicago Heights IL 60411</td>
<td>708-756-6400</td>
</tr>
<tr>
<td>Chicago Heights Fire Department</td>
<td>33 E Joe Orr rd. Chicago Heights IL 60411</td>
<td>708-756-5370</td>
</tr>
<tr>
<td>South Chicago Heights Police Department</td>
<td>2729 Jackson Ave. South Chicago Heights IL 60411</td>
<td>708-754-7131</td>
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<tr>
<td>South Chicago Heights Fire Department</td>
<td>2729 Jackson Ave South Chicago Heights IL 60411</td>
<td>708-755-9589</td>
</tr>
<tr>
<td>Hazel Crest Police Department</td>
<td>300 w 170th Pl Hazel Crest IL 60429</td>
<td>708-335-9540</td>
</tr>
<tr>
<td>Hazel Crest Fire Department</td>
<td>2903 175th St. Hazel Crest IL 60429</td>
<td>708-335-9630</td>
</tr>
</tbody>
</table>
ATTACHMENTS

**Ordinance** - Documentation that supports the dissolution of the individual ETSB and its replacement with a JOINT ETSB per an intergovernmental agreement once the consolidation plan is approved by the Statewide 9-1-1 Administrator.

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

**Intergovernmental Agreement** - The agreement creating the Joint ETSB.

**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.O1 grade of Service for cost savings and network efficiency.
TEST PLAN DESCRIPTION

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

911 Calls will be routed to one of two PSAPs, if the 911 call is unanswered within 3 rings, the 911 overflow call rolls over to the next PSAP

   1. 911 calls for Calumet Park, Posen Midlothian and Markham roll over to Tinley Park PD
   2. 911 calls for Sauk Village roll over to Chicago Heights PD

Automatic Call Control is handled by AT&T 911 resolution center, overflow and circuit failures will roll over to the back-up PSAPs above, with a manual transfer switch that allows authorized emergency call transfers to the back-up PSAPs when CalComm 911 needs to route the calls outside the facility

Incoming ANI is processed with Dual Redundant circuits to two Intrado's off-site AL1 databases. Both Tinley park and Chicago Heights back-up PSAPs also have dual redundant circuits to the same Intrado's off-site AL1 databases.

2) List of wireline exchanges to be tested.

   Calumet Park 239, 293, 297, 385, 388, 389, 396, 489, 579, 597, 629, 824, 879, 926
   Midlothian 539
   Posen 270, 439, 473, 541, 629, 704, 932, 986
   Sauk Village 232, 501, 517, 527, 620, 640, 916, 940, 953
   Markham 331, 333, 339, 385, 566, 596, 825

CLEC, ALLEGIANCE, AT&T, CBEYOND, CIMCO, FOCAL, GLOBALCOM, GLOBAL CROSSING, LEVEL3, MCI, MCCLEOD, MGC, PAETEC, SPRINT, TDS, METROCOM, XO, COM

3) List of wireless and VoIP Carriers to be tested

   AT&T Mobility, Sprint, Verizon, T-Mobile, US Cellular, Mediacom, Comcast
PARTICIPATING AGENCY CALL HANDLING &
AID OUTSIDE JURISDICTIONAL BOUNDARIES
AGREEMENT

9-1-1 EMERGENCY CALL HANDLING DISPATCH PROCEDURES:

This agreement is made between the CALCOMM REGIONAL 911 CENTER (“9-1-1 System Authority”) and MARKHAM POLICE DEPARTMENT (Participating “Public Safety Agency”) for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING
(“9-1-1 System Authority”) CALCOMM REGIONAL 911 CENTER receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: 480.8125
(State Specific Procedures, if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity telephone number)

Secondary: 470.61250
(State Specific Procedures if radio frequency-identity frequency etc.)

AID OUTSIDE JURISDICTIONAL BOUNDARIES:

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

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

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

It shall be the responsibility of your agency to maintain the report of the call and the disposition of each call received. All agreements, management, records, and service will be the responsibility of the 9-1-1 authority.

CALCOMM REGIONAL 911 CENTER

MARKHAM POLICE DEPARTMENT

Title EXECUTIVE DIRECTOR

Title CHIEF OF POLICE

Date 1/11/18

Date 1/12/19
PARTICIPATING AGENCY CALL HANDLING &
AID OUTSIDE JURISDICTIONAL BOUNDARIES
AGREEMENT

9-1-1 EMERGENCY CALL HANDLING DISPATCH PROCEDURES:
This agreement is made between the CALCOMM REGIONAL 911 CENTER ("9-1-1 System Authority") and MARKHAM FIRE DEPARTMENT (Participating "Public Safety Agency") for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING
("9-1-1 System Authority") CALCOMM REGIONAL 911 CENTER receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: 153.89 (State Specific Procedures, if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity telephone number)

Secondary: 154.265 (State Specific Procedures if radio frequency-identity frequency etc.)

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

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

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

It shall be the responsibility of your agency to maintain the report of the call and the disposition of each call received. All agreements, management, records, and service will be the responsibility of the 9-1-1 authority.

CALCOMM REGIONAL 911 CENTER

9-1-1 Authority
By
Title EXECUTIVE DIRECTOR
Date 1/11/18

MARKHAM FIRE DEPARTMENT

Public Safety Agency
By
Title CHIEF OF FIRE
Date 2/31/2018
AN ORDINANCE DISSOLVING THE EMERGENCY TELEPHONE SYSTEM BOARD OF THE CITY OF MARKHAM AND AUTHORIZING THE CITY OF MARKHAM IN A JOINT EMERGENCY TELEPHONE SYSTEM BOARD CREATED VIA AN INTERGOVERNMENTAL AGREEMENT FOR THE PURPOSE OF TRANSITIONING CITY EMERGENCY DISPATCH SERVICES TO THE VILLAGE OF CALUMET PARK

("ETSBDISSOLVE")

ERNEST BLEVINS, Mayor Pro Tem
JENNIFER COLES, City Clerk

ERNEST BLEVINS
CLIFTON HOWARD
RONDAL JONES
WILLIAM BARRON
City Aldermen

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Markham on October 18, 2017
City of Markham — 16313 South Kedzie Parkway, Markham, IL 60448
ORDINANCE NO. 17-0287

AN ORDINANCE DISSOLVING THE EMERGENCY TELEPHONE SYSTEM BOARD OF THE CITY OF MARKHAM AND AUTHORIZING THE CITY OF MARKHAM IN A JOINT EMERGENCY TELEPHONE SYSTEM BOARD CREATED VIA AN INTERGOVERNMENTAL AGREEMENT FOR THE PURPOSE OF TRANSITIONING CITY EMERGENCY DISPATCH SERVICES TO THE VILLAGE OF CALUMET PARK

("ETSB DISSOLVE")

WHEREAS, the City of Markham, Cook County, Illinois (the "City") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the Mayor and City Aldermen of the City of Markham (the "Corporate Authorities") may from time to time amend the text of the City Code when it is determined to be in the best interests of the residents of the City; and

WHEREAS, the Corporate Authorities find it in the best interests of the City to dissolve the emergency telephone system board in the City; and

WHEREAS, the City has established and operated an Emergency Telephone System Board ("ETSB") pursuant to Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/15.4) as set forth in Title 3 (Administration), Chapter 36 (Taxation-Emergency Telephone System Board) of the City Code of the City of Markham, as amended (the "Code"); and

WHEREAS, the City receives statutorily authorized surcharges and the City's ETSB expends such surcharge funds in accordance with the applicable state laws; and
WHEREAS, Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/15.4), as amended by Public Act 99-006 (effective January 1, 2016), authorizes two or more municipalities that impose a surcharge pursuant to 50 ILCS 750/15.3 to establish by intergovernmental agreement a "Joint Emergency Telephone System Board" ("JETSB"), provided that the local emergency telephone system boards are terminated by ordinances that rescind their establishment, authority and operational functions; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., (the "Act") 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 or undertakings; and

WHEREAS, the Village of Calumet Park (the "Calumet Park") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to enter into contract to exercise, combine or transfer any power or function not prohibited by law; and

WHEREAS, the Mayor and the City Aldermen have determined that it is in the best interest of the City to dissolve the City's ETSB and to join the JETSB which is comprised of member entities of Calumet Park to further the City's interests in transitioning its police emergency dispatch services to Calumet Park.
NOW, THEREFORE, BE IT ORDAINED by the Mayor and the City Aldermen of the City of Markham, Cook County, Illinois, as follows:

SECTION 1: That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

SECTION 2: The City’s ESTB is hereby dissolved and Title 3, Chapter 36, Section 36.070 through 36-074, of the City Code of the City of Markham is repealed in its entirety and reserved, beginning on the first business day following the approval of the Application for 9-1-1 Consolidation Plan submitted by CalComm. The Mayor, the Chief of Police and/or the Administrator are authorized to take all steps necessary, including the execution of all documents related to the City’s property dissolution of the City’s ESTB.

SECTION 3: The City is authorized to join the JETSB, which is comprised of member entities of Calumet Park to enable the City’s transition of its emergency dispatch services to Calumet Park; and the Mayor, Chief of Police, a representative from the Fire Department, Homeland Security and the City Administrator are authorized to take all steps necessary, including the execution of all documents related to the City’s transition of its emergency dispatch services to Calumet Park and to facilitate the City’s membership in the JETSB.

SECTION 4: If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval by the City Aldermen, and publication as provided by law.
("intentionally left blank")
ADOPTED by the Mayor and City Aldermen of the City of Markham, Cook County, Illinois this 18th day of October 2017, pursuant to a roll call vote, as follows:

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<td>BLEVINS</td>
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<td>MAYOR PRO TEM BLEVINS</td>
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APPROVED by the Mayor of the City of Markham, Cook County, Illinois on this 18th day of October 2017.

ERNEST BLEVINS
MAYOR PRO TEM

ATTEST:

JENNIFER COLES
CITY CLERK
AN INTERGOVERNMENTAL AGREEMENT TO ESTABLISH

A JOINT 9-1-1 AUTHORITY

THIS AGREEMENT, entered into on the effective date specified hereafter, by and between the local governments signatory hereto and also those which may hereafter become signatory:

WITNESSETH:

WHEREAS, the signatories have determined that the implementation of a Joint 9-1-1 Authority would provide a significant public safety enchantment to the citizens of each participating municipality or district; and

WHEREAS, the signatories have determined that a Joint 9-1-1 Authority would be beneficial on an individual and mutual basis; and

WHEREAS, The Illinois Emergency Telephone System Act 50 ILCS 705/15.4a requires any existing 9-1-1 Authority serving a population of less than 25,000 to consolidate; and

WHEREAS, The Intergovernmental Cooperation Act 5 ILCS 220/1 et seq. provides for the joint exercises by two or more local governments of any power common to them.

NOW THEREFORE BE IT AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Venture Established. Pursuant to the joint powers authorization of the Intergovernmental Cooperation Act and the Illinois Emergency Telephone System Act the undersigned hereby join together in a cooperative venture for the joint and mutual operation of a Joint 9-1-1 Emergency Telephone System, consisting of all local governments which may hereafter become signatory, to be known as CalComm Regional Joint ETSB.

2. Joint 9-1-1 Authority. There is hereby established a Joint 9-1-1 Authority which shall consist of public safety members from the Village of Calumet Park, the Village of Sauk Village, the Village of Midlothian, the Village of Posen, and the City of Markham. The number of members for this Joint 9-1-1 Authority shall be set forth in the Bylaws. Designation of the new participating municipalities shall be specified by the participant's enabling ordinance.

3. Bylaws. The Joint 9-1-1 Authority shall be subject to and shall be governed by certain Bylaws which shall be adopted by the Joint 9-1-1 Authority together with any amendments which may be made in the manner and means provided in the Bylaws.

4. Participation. Each participating municipality, and each municipality which may hereafter become a participant, is a member and is entitled to the rights and privileges and is subject to the obligations of membership, all as may be provided in the Bylaws.

5. Established Use of Surcharges Funds. All 911 surcharge funds utilized to perform dispatch services by the one designated PSAP prior to this consolidation agreement shall continue to be used for the operation of the one designated PSAP. All additional costs,
(personnel and equipment), related to PSAP consolidation shall also be paid for with the combined ETSB surcharge funds.

6. **Termination.** Any party to this Agreement may cease to be a party hereto and may withdraw from participation in the manner and means set forth in the Bylaws.

7. **Powers of the Joint 9-1-1 Authority.** The powers and duties of the Joint 9-1-1 Authority created by this Agreement shall be as follows:
   a. Planning a 9-1-1 system
   b. Coordinating and supervising the implementation, upgrading and maintenance of the system, including the establishment of equipment specifications and coding systems.
   c. Receiving monies from the surcharge imposed under Section 15.3 of the Emergency Telephone System Act, and from any other source for deposit into the Joint 9-1-1 Authority Fund.
   d. Authorizing all disbursements from the fund.
   e. Hiring, on a temporary basis, any staff necessary for the implementation or upgrade of the system.
   f. Making and entering into all necessary contracts.
   g. Acquiring, holding and disposing of property.
   h. Incurring debts, liabilities or obligations necessary for the accomplishment of its purposes.

8. **Amendment.** This Agreement may not be amended, except by written agreement and resolution of all the then current parties thereto.

9. **Duration.** This Agreement shall continue in effect until rescinded by unanimous consent of the current parties or until terminated in the manner provided in the Bylaws.

10. **Enforcement.** Each member shall have the right to enforce this Agreement against any other member. If suit is necessary, a defaulting member shall pay reasonable attorney’s fees adjudicated by the Court.

11. **Authorization.** Prior to execution of this Agreement, each member shall deliver to the other a certified copy of a suitable ordinance or resolution authorizing and directing executing of this agreement.

12. **Effective Date.** This Agreement shall become effective when signed by all respective representatives of the Village of Calumet Park, the Village of Sauk Village, the Village of Midlothian, the Village of Posen, and the City of Markham and upon approval of the consolidation plan application by Illinois State Police, the Illinois Statewide 9-1-1 Advisory Board, and the Illinois Statewide 9-1-1 Administrator.
IN WITNESS WHEREOF, the Parties hereto have caused their respective corporate seals to be hereunto affixed and attested and these presents to be signed by their respective officers.

("This space intentionally left blank.")
VILLAGE OF CALUMET PARK

By: Ronald Denson

Its: ____________________________

ATTESTED: _______________________

Municipal Clerk

[SEAL]

DATED: June 22, 2017
VILLAGE OF SAUK VILLAGE

By:

Its:  PRESIDENT

ATTESTED:

Municipal Clerk

[SEAL]

DATED:  JULY 25, 2017
STATE OF ILLINOIS } )
COUNTIES OF COOK AND WILL )

CERTIFICATION

I, Marva Campbell-Pruitt do hereby certify that I am the duly qualified and elected Clerk of the Village of Sauk Village, Cook and Will Counties, Illinois, and that as such Clerk I do have charge of and custody of the books and records of the Village of Sauk Village, Cook and Will Counties, Illinois.

I do hereby further certify that the foregoing is a full, true and correct copy of Ordinance No. 17-014, "an Ordinance Approving an Intergovernmental Agreement to Establish a Join 9-1-1 Authority Between the Village of Calumet Park, The Village of Sauk Village, The Village of Midlothian, The Village of Posen, and the City of Markham" adopted and approved by the President and Board of Trustees of the Village of Sauk Village, Illinois on June 27, 2017.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the Village of Sauk Village, Cook and Will Counties, Illinois this 27th day of June, 2017.

[Signature]

Marva Campbell-Pruitt
Village Clerk
Village of Sauk Village
VILLAGE OF MIDLOTHIAN

By: _________________________

Its: _________________________

ATTESTED:

______________________________
Municipal Clerk

[SEAL]

DATED: 07/26, 2017
Village of Posen

By: 

Its: VILLAGE PRESIDENT

ATTENDED:

[Seal]

Dated: JULY 25th, 2017
CITY OF MARKHAM

By: ________________________________

Its: 

____________________________

ATTESTED:

_______________________________________
Municipal Clerk

[SEAL]

DATED: ___________________________ , 2017
CITY OF MARKHAM

By: [Signature]

Its: Mayor Pro Tem

Attested: [Signature]
Municipal Clerk

[Seal]

Dated: October 18, 2017
CERTIFICATION

I, Jennifer Coles, do hereby certify that I am the duly elected and qualified City Clerk of the City of Markham, Illinois, County of Cook.

I further certify that the attached is a true and correct copy of Resolution 17-R-549 A Resolution Authorizing Execution of an Intergovernmental Agreement Between the City of Markham and the Village of Calumet Park for the Provision of Emergency Response Communications and Dispatching Services.

Passed by the City Council of the City of Markham, at their Regular Meeting on the 5th day of April, 2017.

In witness whereof, I have hereunto set my hand and affixed the seal of the City of Markham, this 6th day of April, 2017, at Markham, Illinois.

Jennifer Coles, City Clerk

(SEAL)
THE CITY COUNCIL OF THE CITY OF MARKHAM, ILLINOIS

RESOLUTION NO. 17 - R - 549

A RESOLUTION AUTHORIZING EXECUTION OF
AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF MARKHAM AND THE VILLAGE OF CALUMET PARK
FOR THE PROVISION OF
EMERGENCY RESPONSE COMMUNICATIONS AND DISPATCHING SERVICES

WHEREAS, Calumet Park has a 9-1-1 facility ("CALCOMM") located at 12419 S. Ashland Avenue, Calumet Park, Illinois; and

WHEREAS, CALCOMM will have the space and equipment to provide emergency response and dispatch services for up to ten (10) municipalities; and

WHEREAS, Markham desires to have Calumet Park and Calumet Park desires to handle, through a Private Emergency Dispatching Service, regular and routine communications from residents of Markham requesting emergency response services, as well as regular and routine communications to or dispatching of Markham’s emergency response personnel and equipment in response to those requests; and

WHEREAS, Markham and Calumet Park have each determined that it is mutually beneficial to both entities to establish centralized emergency response communications and dispatching services as such services can efficiently and economically serve the needs of both entities; and

WHEREAS, Markham and Calumet Park desire to set forth herein the terms and conditions whereby Calumet Park, through a Private Emergency Dispatching Service, will provide emergency response communications and dispatching services to Markham and its residents; 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

Res. No. 17 - R - 549
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 undertaking; and

WHEREAS, the City of Markham after careful consideration desires to enter into an Intergovernmental Agreement concerning the provision of emergency response communications and dispatching services to Markham and its residents; and

WHEREAS, the City of Markham has determined and found that it would be in the best interest of the City to enter into an Intergovernmental Agreement concerning the provision of emergency response communications and dispatching services to Markham and its residents;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Markham, Illinois, as follows:

Section 1. The Mayor and City Clerk are hereby authorized and directed to execute the Intergovernmental Agreement between the City of Markham and the Village of Calumet Park concerning the provision of emergency response communications and dispatching services to Markham and its residents attached hereto as Exhibit A.

Section 2. All resolutions or portions of resolutions in conflict with the terms and provisions of this resolution are hereby rescinded and revoked to the extent of such conflict.

Section 3. If any section, paragraph, subdivision, clause, sentence or provision of this resolution shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

Section 4. This resolution shall be effective upon passage, approval and publication according to law.

ENACTED BY THE CITY COUNCIL OF THE CITY OF MARKHAM, ILLINOIS, ON THE 15TH DAY OF MARCH, 2017, ON THE MOTION OF ALDERMAN

William Barini
Clifford Howard

AND THE FOLLOWING ROLL CALL VOTE:

AYES,  0  NAYS,  0  ABSTENTIONS AND  0  ABSENT

Res. No. 17 - R - 54/1
APPROVED BY ME THIS 15TH DAY OF MARCH, 2017.

DAVID WEBB, JR., Mayor

ATTEST:

JENNIFER COLES, City Clerk
December 12, 2016

The Honorable David Webb, Jr.
City of Markham
16313 South Kedzie Parkway
Markham, IL 60428

Re: 9-1-1 Dispatch Services -CALCOMM

Dear Mayor Webb:

On behalf of Mayor Denson, we, at the Village of Calumet Park, would like to take this opportunity to thank you for allowing your representatives to meet with us regarding 9-1-1 dispatch services.

We would like to offer the City of Markham the following proposal:

Annual Cost: $450,000 for Police, Fire, and EMS dispatch services

Surcharge Funds: Markham shall retain 75% of its wireless surcharge revenue which can be used directly to offset the annual dispatch costs to CALCOMM. The remaining 25% will be held in an escrow account for future Capital Fund Reserves.

CAD System: CALCOMM will purchase at no cost to Markham the Spillman CAD and RMS Systems with five (5) years of free maintenance.

We hope this proposal meets with your satisfaction.

Thank you in advance for your consideration.

Best regards,

Mary R. Ryan
Village Administrator
708-388-8072
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE VILLAGE OF CALUMET PARK AND THE CITY OF MARKHAM
FOR THE PROVISION OF EMERGENCY RESPONSE
COMMUNICATIONS AND DISPATCHING SERVICES

This Agreement is made and entered into this 5 day of April, 2017, by and between
the Village of Calumet Park ("CALUMET PARK"), and the City of Markham
("MARKHAM").

WHEREAS, CALUMET PARK has a 9-1-1 facility ("CALCOMM") located at 12419
S. Ashland Avenue, Calumet Park, Illinois; and

WHEREAS, CALCOMM will have the space and equipment to provide emergency
response and dispatch services for up to ten (10) municipalities; and

WHEREAS, MARKHAM desires to have CALUMET PARK, through a PRIVATE
EMERGENCY DISPATCHING SERVICE, handle regular and routine communications from
the inhabitants of Markham, Illinois, requesting emergency response services, as well as regular
and routine communications to or dispatching of MARKHAM's emergency response personnel
and equipment in response to those requests; and

WHEREAS, CALUMET PARK desires to handle, through a PRIVATE EMERGENCY
DISPATCHING SERVICE, regular and routine communications from the inhabitants of
MARKHAM requesting emergency response services, as well as regular and routine
communications to or dispatching of MARKHAM's emergency response personnel and
equipment in response to those requests; and

WHEREAS, CALUMET PARK and MARKHAM have each determined that it is
mutually beneficial to both entities to establish centralized emergency response communications
and dispatching services as such services can efficiently and economically serve the needs of
both entities; and
WHEREAS, CALUMET PARK and MARKHAM desire to set forth herein the terms and conditions whereby CALUMET PARK, through a PRIVATE EMERGENCY DISPATCHING SERVICE, will provide emergency response communications and dispatching services to Markham, Illinois, and the inhabitants thereof; 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, CALUMET PARK and MARKHAM 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, CALUMET PARK and MARKHAM 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/Duration.** This Agreement shall commence at 12:00 a.m. on 5 April, 2017 for a five (5) year term expiring at 11:59 p.m. on 5 April 2022, unless otherwise extended,
amended or cancelled as fully set forth herein. Following completion of the initial five (5) year term, this Agreement shall automatically renew for successive periods of one (1) year unless MARKHAM gives written notice of its intent to terminate this Agreement no later than 120 days before the expiration of the current term.

3. **Services.** CALUMET PARK, through a duly licensed, trained and insured provider, a PRIVATE EMERGENCY DISPATCHING SERVICE, shall employ legally qualified telecommunications personnel to handle regular and routine communications from the inhabitants of or any other person within the corporate limits of Markham, Illinois, requesting emergency response services, as well as to communicate with or otherwise dispatch MARKHAM’s emergency personnel in response to those requests. CALUMET PARK warrants and agrees that the individuals performing dispatching services are legally qualified to perform said acts and that said systems and performance will comport with both State and Federal law including, but not limited to, the Emergency Medical Services Systems Act, 210 ILCS 50/1 et seq., and the Emergency Telephone System Act, 50 ILCS 750/1 et seq. Moreover, it is understood and agreed that any persons providing services for CALUMET PARK or its PRIVATE EMERGENCY DISPATCHING SERVICE shall not be considered employees or agents of MARKHAM. It will provide the following services:

a. CALUMET PARK and/or its PRIVATE EMERGENCY DISPATCHING SERVICE shall handle through its emergency response communications and dispatch center regular and routine communications from the inhabitants of or persons within the jurisdictional boundaries of MARKHAM requesting emergency response services, as well as regular and routine communications to or dispatching of MARKHAM’s emergency response personnel and equipment in response to those requests, as set forth in this Agreement.

b. CALUMET PARK and/or its PRIVATE EMERGENCY DISPATCHING SERVICE shall immediately communicate with or otherwise dispatch MARKHAM’s emergency response personnel and equipment upon receipt
of communications from the inhabitants or persons within the jurisdictional boundaries of MARKHAM requesting or otherwise seeking the aid of CALUMET PARK’s emergency response personnel and equipment.

c. CALUMET PARK and/or its PRIVATE EMERGENCY DISPATCHING SERVICE shall make every effort to communicate with or otherwise dispatch only MARKHAM’s emergency response personnel and equipment to properties located within the corporate boundaries of MARKHAM unless it is determined that additional persons and/or entities providing mutual aid are necessary and/or advisable.

d. CALUMET PARK and/or its PRIVATE EMERGENCY DISPATCHING SERVICE shall provide the foregoing emergency response services to MARKHAM, twenty-four (24) hours a day for each and every day this Agreement is in effect.

e. To the extent permitted by law, any communication between inhabitants or persons within the jurisdictional boundaries of MARKHAM and CALUMET PARK and/or its PRIVATE EMERGENCY DISPATCHING SERVICE, as well as any communication between CALUMET PARK, its PRIVATE EMERGENCY DISPATCHING SERVICE and MARKHAM’s emergency response personnel shall be strictly confidential and shall be disclosed in accordance with law.

4. **Priority of Calls.** MARKHAM recognizes and acknowledges that CALCOMM has the capacity and ability to provide emergency response communications and dispatching services to municipalities other than CALUMET PARK and MARKHAM. As such CALUMET PARK may provide services to other municipalities during the term of the Agreement provided, however, the provision of these services to other municipalities will not impair or impede the level or quality of services provided to MARKHAM. CALUMET PARK and/or its PRIVATE EMERGENCY DISPATCHING SERVICE, will determine the priority of emergency response communications to and from its emergency response communications and dispatch center in a manner that is neither arbitrary nor otherwise capricious and which is otherwise consistent with best practices for emergency dispatch services.
5. Equipment and Information.

a. CALUMET PARK will maintain an emergency response communications or dispatch center or system to provide MARKHAM and the inhabitants thereof with the emergency response services required by this Agreement.

b. CALUMET PARK will also maintain an emergency generator capable of supplying backup electrical power as well as automatic audio-recording equipment for the receipt and recordation of all radio and telephonic communications.

c. Any and all audio recordings will be kept and stored by CALUMET PARK for a period of thirty (30) days, or any other period required by law, and will be made available to MARKHAM as requested. In the event that MARKHAM desires to keep or otherwise preserve any particular audio recording for longer than thirty (30) days, it will so notify CALUMET PARK within thirty (30) days of the recorded event. In the event that MARKHAM requests a copy of any audio recording, MARKHAM will return the media upon which the audio recording is made to CALUMET PARK upon completion of its use.

d. At each location within MARKHAM served by CALCOMM, MARKHAM shall maintain, at its cost and expense, necessary communication and networking equipment, all of which must be approved by CALUMET PARK and which said approval shall not be unreasonably withheld. In addition, MARKHAM will maintain, at its cost and expense, at CALCOMM, necessary communication and networking equipment which are the property of MARKHAM. Said equipment will be promptly returned to MARKHAM upon the expiration of this Agreement.

e. MARKHAM will maintain at its cost and expense all radio equipment and telephone lines needed for CALCOMM to effectively handle all communications in and out of each location within MARKHAM.

f. MARKHAM will maintain a CAD System compatible with CALUMET PARK’s CAD System. CALCOMM will cover the initial cost of purchase of the Spillman software and the first five (5) years of maintenance beginning __________, 2017.

g. CALCOMM is responsible for maintaining and repairing all of its equipment as well as the cost or expense thereof.

h. Upon execution of this Agreement, MARKHAM shall provide CALUMET PARK with a map listing streets and properties located therein and shall provide CALUMET PARK with regular updates to said
map regarding the streets and properties located therein as those updates occur. MARKHAM shall also provide CALUMET PARK share files for GIS/911 mapping purposes.

6. **Damage to Equipment.** CALUMET PARK will use its best efforts to provide emergency response communications and dispatching services to the inhabitants of MARKHAM, as well as to MARKHAM's emergency response personnel and equipment, but CALUMET PARK will not be responsible for failure to provide emergency response communications and dispatching services to the inhabitants of MARKHAM, as well as to MARKHAM's emergency response personnel and equipment due to damage to CALCOMM's emergency response communications and dispatch center, system and/or equipment caused by acts of sabotage, vandalism, natural disaster or acts of God.

7. **Approvals.** MARKHAM will secure and maintain appropriate approvals from the Illinois State Police and shall list CALUMET PARK/CALCOMM emergency response as its dispatching location. MARKHAM will also secure and maintain appropriate approvals which may be required by any emergency response entities or agencies, public or private, which are necessary for the performance of this Agreement.

8. **Training and Compliance.** MARKHAM shall, at its cost, cause its officers to participate in any training classes required by CALUMET PARK emergency response communications and dispatch center provided said amount does not exceed Two Thousand Five Hundred Dollars ($2,500.00) in any given calendar year and to comply with CALUMET PARK's emergency response communications and dispatch center's procedures, rules and regulations.

9. **Payment.** In consideration of the emergency communications and dispatching services provided to MARKHAM by CALUMET PARK and/or its PRIVATE EMERGENCY
DISPATCHING SERVICE pursuant to this Agreement, MARKHAM agrees to pay or cause to be paid the following sums:

a. From 12:00 a.m. on _______ 2017, until _______ at 11:59 p.m., MARKHAM shall pay CALUMET PARK, on a monthly basis, a sum of $37,500.00 for salary benefits and any other compensation paid to or on behalf of the telecom officers or dispatchers of CALUMET PARK required to provide the emergency response communication and dispatching services required by this Agreement to the inhabitants of MARKHAM. In each preceding year of this Agreement, CALUMET PARK may increase the payment sum required under this agreement to MARKHAM based upon MARKHAM’s pro-rata share of any increase paid by CALUMET PARK to its PRIVATE EMERGENCY DISPATCHING SERVICE but under no circumstances shall this increase exceed three percent (3%) of the payment sum required to be paid by MARKHAM for the previous calendar year.

b. CALUMET PARK shall deduct from the payment sum set forth above any and all monies paid to and/or collected by CALUMET PARK from the State of Illinois as surcharges credited to MARKHAM under the Emergency Telephone System Act (“Surcharge”) less any money withheld for Capital Improvement as set forth in paragraph 13 of this Agreement. CALUMET PARK may invoice MARKHAM the outstanding balance of the payment sum after deduction to MARKHAM through monthly invoices.

10. Payment Terms. MARKHAM shall receive monthly invoices from CALUMET PARK. MARKHAM shall pay the monthly invoices in full within thirty (30) days of issuance. In the event that MARKHAM fails to pay CALUMET PARK in full within thirty (30) days of issuance of any monthly invoice, the invoice shall begin to accrue interest at a rate of five percent (5%) or said interest rate permitted by law. In the event MARKHAM fails to pay any delinquent amount to CALUMET PARK within forty-five (45) days after receiving written notice of a delinquency and an opportunity to cure said deficiency, CALUMET PARK may cancel or otherwise terminate this Agreement.

11. Resolution. MARKHAM shall furnish a certified copy of a resolution authorizing MARKHAM to enter into an Emergency Responsive Service Agreement which resolution shall be allowed hereto and made a part thereof.
12. **Payment of AT&T and Other Associated Charges.** In addition to the monthly payments set forth in Paragraphs 9 and 10, MARKHAM shall be solely responsible to pay for the following charges:

a. Any and all costs incurred to install and purchase equipment on the premises or facilities owned or used by MARKHAM for the implementation and operation of a dispatching or Enhanced 9-1-1 system.

b. Any and all costs incurred to add MARKHAM's Computer Aided Dispatch (CAD) system to CALUMET PARK's 9-1-1 facility, including but not limited to licenses, connections, maintenance, and installation.

c. Any and all costs incurred to pay for equipment and its installation which is required or requested by MARKHAM to improve or change the dispatching and 9-1-1 services provided.

d. Any and all costs incurred to pay for new technology and equipment which is required or requested by MARKHAM to improve or change the dispatching and 9-1-1 services being provided such as a Records Management System, Repeaters or other equipment and technologies which are not presently included in the service and equipment being provided pursuant to this contract and which are requested by MARKHAM.

e. Any and all costs incurred to pay for additional antennas, if they are needed to serve MARKHAM, including, but not limited to purchase, installation and maintenance of said antennas in MARKHAM.

f. Any and all costs associated with additional T-1 lines, if they are needed.

With respect to a CAD or Records Management System, if MARKHAM is using the same equipment as CALUMET PARK for said system, MARKHAM agrees to promptly enter into appropriate agreement with a vendor which MARKHAM and CALUMET PARK agree to use.

13. **Capital Improvement Fund.** It is agreed upon by the parties that 25% of the Surcharge paid to and/or collected by CALUMET PARK shall be placed into a Capital Improvement Fund for CALCOMM. It is understood and agreed by the parties that any monies
placed into the Capital Improvement Fund may be used solely for the purpose of maintaining and for replacing equipment at CALCOMM.

14. **Markham’s Costs.** MARKHAM shall be responsible for its own local costs necessary to access CALUMET PARK emergency response communications and dispatch center, including any telephonic charges, and any initial non-recurring charges such as license fees.

15. **Cooperative Efforts.** The parties agree to work in good faith to mutually resolve any problem occurring or arising out of the operation of this Agreement. MARKHAM shall designate an IT professional with whom it employs or contracts to be available to attend meetings of CALCOMM Emergency Response Communications and Dispatch Center Advisory Board which will be established provided reasonable notice is provided.

16. **Extension.** This Agreement may be extended only by mutual written agreement by and between CALUMET PARK and MARKHAM, after prior written notice served upon the other party.

17. **Amendment/Change.** This Agreement may be amended or otherwise changed only by mutual written agreement by and between CALUMET PARK and MARKHAM.

18. **Cancellation/Termination and Cancellation/Termination Fee/Penalty.** Except as otherwise provided herein, this Agreement shall not be cancelled or otherwise terminated by either party except in the event of a material breach or default combined with failure of the defaulting party to cure the breach or default within a period of sixty (60) days after receipt of notice from the non-defaulting party identifying the claimed breach or default.

19. **Assignment/Transfer.** This Agreement may not be assigned or transferred by either CALUMET PARK or MARKHAM without the prior written consent of the other party.
20. **Notice.** Any notice required by this Agreement shall be in writing, shall be properly addressed and shall be personally served or sent via certified mail, return receipt requested, proper postage pre-paid. If sent via certified mail, service of such written notice shall be considered to have occurred upon deposit of said properly addressed, written notice with the United States Postal Service.

Said notice shall be served upon CALUMET PARK at the following address:

*Calumet Park Police Department*
*Attn:  Mark Davis, Executive Director*
*12419 S. Ashland*
*Calumet Park, IL 60827*

Said notice shall be served upon MARKHAM at the following address:

*City of Markham*
*Attn: Roger Agpawa, Deputy Fire Chief*
*16313 S. Kedzie Parkway*
*Markham IL 60428*

21. **Waiver.** MARKHAM hereby waives all claims or actions against CALUMET PARK and/or its trustees, collectively or individually, its officers, employees and/or agents for any injury, death, damage or loss to person or property arising out of the emergency response communications and dispatching services provided hereby, including but not limited to, any claim or actions for contribution under the Illinois Contribution Act (740 ILCS 100/0.01 et seq.) as well as any action alleging improper selection, installation or maintenance of CALUMET PARK's emergency response communications and dispatch system and equipment.

This waiver shall not apply to such claims or actions seeking relief for breach of this Agreement or willful or wanton conduct by CALUMET PARK and/or its trustees, collectively or individually, its officers, employees and/or agents for any injury, death, damage or loss to person or property arising out of the emergency response communications and dispatching services.
provided hereby, including but not limited to, any claim or actions for contribution under the Illinois Contribution Act (740 ILCS 100/01 et seq.).

22. **No Personal Liability of Officials of City or City.** No Covenant or agreement contained in this contract shall be deemed to be the covenant or agreement of any official, officer, agent or employee of MARKHAM. All acts of MARKHAM are in its official capacity as a unit of government. Neither the Corporate Authorities, or any other official or employee of MARKHAM or the CITY OF MARKHAM shall be liable personally or in any other manner, under this contract or be subject to personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance dispatching services.

23. **Enforcement.**

   a. Every obligation assumed or imposed upon MARKHAM by this Agreement shall be enforceable by CALUMET PARK by appropriate action or proceeding, and CALUMET PARK may have and pursue any and all remedies provided by law or equity for the enforcement of such action.

   b. Failure on the part of CALUMET PARK in any instance or under any circumstance to observe or fully perform any obligation assumed by or imposed upon it by this Agreement except its failure to provide emergency response dispatching services without just cause, shall not release MARKHAM from making any payment to CALUMET PARK or fully performing any other obligation required of it under this Agreement.

   c. Every obligation assumed or imposed upon CALUMET PARK by this Agreement shall be enforceable by MARKHAM by appropriate action or proceeding, and MARKHAM may have and pursue any and all remedies provided by law or equity for enforcement of such action or for compelling performance by CALUMET PARK of said obligation assumed or imposed upon CALUMET PARK.

24. **Governing Law and Choice of Venue.** CALUMET PARK and MARKHAM hereby agree that any disputes between CALUMET PARK and MARKHAM only and relating in any way to or otherwise arising out of this Agreement shall be governed by the laws of the
State of Illinois and shall be adjudicated, if necessary, in the Circuit Court of Cook County, Illinois.

25. **Entire Agreement.** This Agreement represents the entire Agreement between CALUMET PARK and MARKHAM and supersedes all prior negotiations, agreements, resolutions, motions or parts of agreements. Resolutions or motions in conflict with any portion of this Agreement are hereby repealed. This Agreement and any amendments, changes, modifications or additions hereto shall be binding upon and inure to the benefit of the respective heirs, successors, assigns, partners and/or legal representatives of CALUMET PARK and MARKHAM. This Agreement shall be executed in two (2) counterparts each of which shall be deemed an original but both of which shall constitute one and the same agreement.

26. **Severability.** In the event that any section, paragraph or provision of this Agreement is invalid or unenforceable for any reason, the invalid or unenforceable section paragraph or provision shall be severed from this Agreement and shall not affect the validity or enforceability of the remaining provisions 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 __________ day of __________, 2017.

VILLAGE OF CALUMET PARK

By: ________________________________
Its Mayor

ATTEST:
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN CALCOMM AND THE VILLAGE OF TINLEY PARK FOR THE PROVISION OF BACK-UP AGREEMENT FOR EMERGENCY 9-1-1 RESPONSE SERVICES

WHEREAS, CALCOMM ("CALCOMM") is a public safety answering point ("PSAP"), authorized by the Illinois Commerce Commission ("ICC") to provide 9-1-1 emergency telephone services, ("9-1-1 services") currently for the residents in the Village of Calumet Park and the Village of Sauk Village, in Cook County, Illinois, including, but not limited to, emergency telephone services for the police and fire services; and

WHEREAS, CALCOMM is currently in the process of finalizing their Consolidation Plan Application to submit to the Illinois State Police's Statewide 9-1-1 Advisory Board and Administrator for review and approval of the consolidation of CALCOMM and the Village of Midlothian and the Village of Posen; and

WHEREAS, the Village of Tinley Park ("TINLEY PARK" or "Back-up PSAP") is a PSAP authorized by the ICC to provide 9-1-1 emergency telephone services for residents in TINLEY PARK; and

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

WHEREAS, standards promulgated by the Illinois Commerce Commission require emergency telephone systems to have a Back-up PSAP; and

WHEREAS, CALCOMM and TINLEY PARK each believe it is in the best interest of the general public for TINLEY PARK to provide Back-up 9-1-1 services to CALCOMM
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, CALCOMM and TINLEY PARK 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, CALCOMM and TINLEY PARK 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 
_December 5th____, 2016 and, unless sooner terminated as hereinafter provided, shall 
be in force for a term of __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 PSAP 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.

4. **Initial Configuration of Equipment and Facilities to Facilitate Performance of Requested Services.** The PSAP and the Back-up PSAP 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 PSAP and the Back-up PSAP 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 Back-up PSAP, subject to being operable and available, agrees to provide Back-up 9-1-1 services, hereinafter referred to as the "requested services", for the PSAP at the TINLEY PARK facility ("Back-up PSAP Facility") in the event that the PSAP becomes inoperable or cannot otherwise adequately handle the volume of incoming 9-1-1 emergency calls 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 Back-up PSAP shall not provide dispatch of the emergency services of the PSAP as a part of this Agreement. In accordance with protocols agreed to by the PSAP and the Back-up PSAP, the "requested service" to be provided by the Back-up PSAP shall consist of receiving calls forwarded to the Back-up PSAP from the PSAP and then forwarding the emergency information so received via telephone to a designated agency of the PSAP for its dispatch of emergency personnel.
PSAP shall provide to the Back-up PSAP such equipment, information, software, maps, guides, etc. as are necessary for the Back-up PSAP to immediately determine the location of the emergency and the proper response service to be contacted.

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

   a. **Emergency Back-up Services.** When the PSAP is in need of the requested services because of an unscheduled, emergency situation as described in this Agreement, the PSAP will immediately contact the on-duty supervisor at the 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) PSAP employees ("Loaned Dispatchers") to the Back-up PSAP Facility for purposes of assisting with the provision of the requested services.

   b. **Scheduled Back-up Service.** When the 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 PSAP facilities or equipment, the PSAP shall provide the Back-up PSAP with written notice of said scheduled service interruption 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 PSAP agrees to provide, at the request of the Back-up PSAP Supervisor, a minimum of two (2) Loaned Dispatchers to perform 9-1-1 services on the premises of the Back-up PSAP Facility for the duration of the time the Back-up PSAP is performing the requested services.

10. **Other Liabilities.** The PSAP agrees to defend, indemnify and hold harmless the Back-up PSAP 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 CALCOMM or TINLEY PARK 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 CALCOMM and TINLEY PARK.

13. **Notices.**

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

Executive Director Mark Davis  
CALCOMM  
12419 S. Ashland Avenue, Calumet Park, IL 60827  
DirectorMDavis@aol.com

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

Director of Emergency Management Patrick Carr  
Tinley Park Communications Center  
17355 S. 68th Court  
Tinley Park, IL 60477  
(708)444-5300  
pcarr@tinleypark.org
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 Advisory Board and Administrator as part of the Consolidation Plan Application submitted by CALCOMM.

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 5th day of **December** 2016.

CALCOMM

By: ___________________________

Its Executive Director

ATTEST:

______________________________

Its Secretary

VILLAGE OF TINLEY PARK

By: ____________________________

Director, Emergency Management/911

ATTEST:

______________________________

Its Secretary
AGREEMENT BY AND BETWEEN CALCOMM AND MUTUAL AID BOX ALARM SYSTEM (MABAS) DIVISION 22 FOR THE PROVISION OF MUTUAL AID COMMUNICATIONS AND DISPATCHING SERVICES

This Agreement is made and entered into this 11th day of January, 2017, by and between CALCOMM ("CALCOMM"), an Illinois authorized 9-1-1 facility located in Calumet Park, Cook County, Illinois and Mutual Aid Box Alarm System Division 22 ("MABAS Division 22") consisting of the following member municipal Fire Departments or Fire Protection Districts: Alsip Fire Department, Blue Island Fire Department, Calumet Park Fire Department, Garden Homes Fire Protection District, Merrionette Park Fire Department, Midlothian Fire Department, Posen Fire Department, Robbins Fire Department, and Crestwood Fire Department.

WHEREAS, CALCOMM, which provides and renders emergency response services to the inhabitants of CALCOMM and which operates an emergency response communications and dispatch center equipped to handle regular and routine communications from the inhabitants of CALCOMM requesting said services, as well as regular and routine communications to or dispatching of CALCOMM’s emergency response personnel and equipment in response to those requests; and

WHEREAS, a Mutual Aid Box Alarm System (MABAS) is a definite and prearranged plan whereby response and assistance is provided to a MABAS member unit, which requests aid in the event of an emergency, by a MABAS member unit, which furnishes equipment, personnel and/or services in response to said request and in accordance with the MABAS system established and maintained by the member units.

WHEREAS, MABAS Division 22 and its members are a mutual aid box alarm system which recognize and acknowledge that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual municipal
Fire Department or Fire Protection District's personnel and equipment to perform functions outside the territorial limits of said individual municipal Fire Department or Fire Protection District is desirable and necessary to preserve and protect the health, safety and welfare of the public, that the use of a municipal Fire Department or Fire Protection District’s personnel and equipment to perform functions within the territorial limits of another municipal Fire Department or Fire Protection District is desirable and necessary to preserve and protect the health, safety and welfare of the public, and that coordination of mutual aid through the Mutual Aid Box Alarm System is desirable for the effective and efficient provision of mutual aid.

WHEREAS, MABAS Division 22 desires to have CALCOMM, through CALCOMM’s emergency response communications and dispatch center, handle not only all full still alarm and greater alarm communications from those members of the MABAS Division 22 requesting mutual aid from the other members of MABAS Division 22, but also all communications to or dispatching of personnel and equipment of the other members of MABAS Division 22 in response to those requests for mutual aid; and

WHEREAS, CALCOMM desires to handle, through CALCOMM’s emergency response communications and dispatch center, not only all full still alarm and greater alarm communications from those members of MABAS Division 22 requesting mutual aid from the other members of MABAS Division 22, but also all communications to or dispatching of personnel and equipment of the other members of MABAS Division 22 in response to those requests for mutual aid; and

WHEREAS, CALCOMM and MABAS Division 22 have each determined that it is mutually beneficial to both entities to establish centralized mutual aid communications and dispatching services for full still alarms and greater alarms as such services can efficiently and economically serve the needs of both entities; and
WHEREAS, CALCOMM and MABAS Division 22 desire to set forth herein the terms and conditions whereby CALCOMM will provide mutual aid communications and dispatching services for full still alarms and greater alarms to MABAS Division 22 and its members; and

WHEREAS, CALCOMM and MABAS Division 22 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, CALCOMM and MABAS Division 22 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/Duration.** This Agreement shall commence at 12:00 a.m. on January 11, 2017 for a three (3) year term expiring at 11:59 p.m. on January 10, 2020, unless otherwise extended, amended or cancelled as fully set forth herein.

3. **Services.** CALCOMM shall employ qualified telecommunications personnel to handle all communications from the members of MABAS Division 22 requesting mutual aid, as well as to communicate with or otherwise dispatch the other members of MABAS Division 22 in response to those requests for mutual aid.

   A. CALCOMM shall handle through its emergency response communications and dispatch center all communications from the members of MABAS Division 22 requesting mutual aid, as well as all communications to or dispatching of personnel and equipment from the other members of MABAS Division 22 in response to those requests for mutual aid, as set forth in this Agreement.
B. CALCOMM shall immediately communicate with or otherwise dispatch personnel and equipment from the other members of MABAS Division 22 upon receipt of any communication from any member of MABAS Division 22 requesting or otherwise seeking mutual aid from any other member of MABAS Division 22.

C. CALCOMM shall make every effort to communicate with or otherwise dispatch only personnel and equipment from the members of MABAS Division 22 to properties located therein.

D. CALCOMM shall provide the foregoing mutual aid communications and dispatching services to MABAS Division 22 and its members twenty-four (24) hours a day for each and every day this Agreement is in effect.

E. To the extent permitted by law, any communication between the members of MABAS Division 22 and CALCOMM shall be strictly confidential and shall be disclosed or otherwise made available only to the presiding officers of MABAS Division 22 or their designees.

F. If necessary, CALCOMM will notify public utilities and specialty teams, such as Cause and Origin or Technical Rescue Teams, of full still and greater alarms within MABAS Division 22.

G. CALCOMM will provide MABAS Division 22 and its members with a monthly call/run or activity report within seven (7) days after the conclusion of each month.

4. **Priority of Calls.** CALCOMM will use its best efforts to provide mutual aid communications and dispatching services to the members of MABAS Division 22, but CALCOMM will not be responsible for failure to provide mutual aid communications and dispatching services to the members of MABAS Division 22 due to the volume of emergency response communications handled by CALCOMM emergency response communications and
dispatch center. MABAS Division 22 and its members recognize and acknowledge that CALCOMM emergency response communications and dispatch center provides emergency response communications and dispatching services for the inhabitants of CALCOMM as well as to the emergency response personnel and equipment of CALCOMM, for the inhabitants of other units of local government as well as the emergency response personnel and equipment of those other units of local government, for MABAS Division 22 and its members and for other MABAS divisions and their members. As such, CALCOMM alone will determine the priority of communications to and from its emergency response communications and dispatch center in a manner that is neither arbitrary nor otherwise capricious.

In light of the foregoing, MABAS Division 22 assumes the responsibility for and agrees to have a backup or alternate MABAS dispatch center in the event that CALCOMM emergency response and communications dispatch center is unable to provide mutual aid communications and dispatch services to the members of MABAS Division 22.

5. **Equipment and Information.**

A. CALCOMM will maintain an emergency response communications or dispatch center or system to provide MABAS Division 22 and its members with the mutual aid services required by this Agreement.

B. CALCOMM will also maintain an emergency generator capable of supplying backup electrical power as well as automatic audio-recording equipment for the receipt and recordation of main radio channel and telephonic communications.

C. Any and all audio recordings will be kept and stored by CALCOMM for a period of thirty (30) days and will be made available to MABAS Division 22 and its members as requested for a charge of Thirty Dollars ($30) per recording. In the event that MABAS Division 22 and its members desire to keep or otherwise preserve any particular audio recording for
longer than thirty (30) days, it will so notify CALCOMM within thirty (30) days of the recorded event. In the event that MABAS Division 22 and its members request a copy of any audio recording, MABAS Division 22 and its members will return the media upon which the audio recording is made to CALCOMM upon completion of its use.

D. At each location within MABAS Division 22 served by CALCOMM emergency response communications and dispatch center, MABAS Division 22 and its members shall maintain, at its cost and expense, a Remote Base Station and Communication Phone Line, all of which must be approved by CALCOMM. In addition, MABAS Division 22 and its members will maintain, at its cost and expense, at CALCOMM emergency response communications and dispatch center a Remote Base Station and Communication Phone Line which are the property of MABAS Division 22 and its members. CALCOMM may request certain upgrades to radio equipment to cover MABAS Division 22, including but not limited to adding a private line to the main fire band, additional monitoring of other radio frequencies if requested by MABAS Division 22 or required by its policies.

E. MABAS Division 22 and its members will maintain at its cost and expense all radio equipment and telephone lines needed to effectively handle all communications in and out of each location within MABAS Division 22.

F. MABAS Division 22 and its members are responsible for maintaining and repairing all of its equipment as well as the cost or expense thereof. In the event that CALCOMM or its agent or contractor maintains or repairs any equipment owned by MABAS Division 22 and its members, CALCOMM shall send MABAS Division 22 and its members an invoice for said maintenance or repair service within thirty (30) days thereof.

G. Upon execution of this Agreement, MABAS Division 22 and its members shall provide CALCOMM with maps listing streets and properties located therein and shall
provide CALCOMM with monthly updates to said maps regarding the streets and properties located therein as those updates occur. In addition, MABAS Division 22 and its members shall provide CALCOMM with monthly notification lists for specialty teams, including phone and pager numbers, as well as monthly updates and changes to box cards, department vehicle listings and changes in ranks.

6. **Damage to Equipment.** CALCOMM will use its best efforts to provide mutual aid communications and dispatching services to MABAS Division 22 and its members but CALCOMM will not be responsible for failure to provide mutual aid communications and dispatching services to MABAS Division 22 and its members due to damage to CALCOMM’s emergency response communications and dispatch center, system and/or equipment caused by acts of sabotage, vandalism, natural disaster or acts of God.

7. **Approvals.** MABAS Division 22 and its members will secure and maintain appropriate approvals from the F.C.C. and shall list CALCOMM emergency response communications and dispatch center as its dispatching location. MABAS Division 22 and its members will also secure and maintain appropriate approvals which may be required by any mutual aid or emergency response entities or agencies, public or private, which are necessary for the performance of this Agreement.

8. **Training and Compliance.** MABAS Division 22 and its members shall, at its cost, cause its officers to participate in any training classes required by CALCOMM emergency response communications and dispatch center and to comply with CALCOMM’s emergency response communications and dispatch center’s procedures, rules and regulations.

9. **Payment.** MABAS Division 22 and its members will pay CALCOMM on an annual basis Three Thousand Dollars ($3,000) from the members of MABAS Division 22
seeking or otherwise requesting mutual aid communications and dispatch services for the first 

10. **Payment Terms.** MABAS Division 22 will pay annual invoices in full within 
    thirty (30) days of issuance thereof. In the event that MABAS Division 22 fails to pay 
    CALCOMM in full within thirty (30) days of issuance of any monthly invoice, MABAS 
    Division 22 will pay the delinquent amount to CALCOMM in full, plus a ten percent (10%) 
    penalty based on the total delinquent amount, within forty-five (45) days of issuance of the 
    monthly invoice. In the event that MABAS Division 22 fails to pay the delinquent amount to 
    CALCOMM in full plus the ten percent (10%) penalty within forty-five (45) days of issuance of 
    a monthly invoice, this Agreement may be immediately cancelled or otherwise terminated by 
    CALCOMM in writing without ninety (90) days notice as otherwise required herein.

11. **MABAS Division 22’s Costs.** MABAS Division 22 shall be responsible for its 
    own local costs necessary to access CALCOMM emergency response communications and 
    dispatch center and any other unforeseen costs; including, but not limited to: any telephonic 
    charges, and any initial non-recurring charges such as license fees. MABAS Division 22 further 
    agrees to annually pay all expenses related to sending one (1) CALCOMM dispatcher to the 
    annual MABAS dispatch conference.

12. **Insurance.** CALCOMM and MABAS, or its member agencies, hereto shall each 
    procure and maintain or their own behalf, at its sole and exclusive expense, insurance coverage, 
    including comprehensive liability, personal injury, property damage, workers’ compensation, 
    and, if applicable, professional liability and employee indemnification, with minimum limits of 
    $2 million auto and $3 million combined single limit general liability and professional liability. 
    Each Party shall list the other Party (or MABAS members as applicable) as an additional insured 
    on all policies required under this Section. The obligations of this Section may be satisfied by a
Party's membership in a self-insurance pool, a self-insurance plan, or an arrangement with an insurance provider approved by the state of jurisdiction. Upon request, the Parties shall provide evidence of such insurance to each other.

13. **Cooperative Efforts.** The parties agree to work in good faith to mutually resolve any problem occurring or arising out of the operation of this Agreement. To this end, the presiding officers of MABAS Division 22 or their designees shall attend any meeting of CALCOMM/MABAS Mutual Aid Communications and Dispatch Center Advisory Board which may be established and called by CALCOMM Communications Director.

14. **Extension.** This Agreement may be extended only by mutual written agreement by and between CALCOMM and MABAS Division 22, after prior written notice served upon the other party.

15. **Amendment/Change.** This Agreement may be amended or otherwise changed only by mutual written agreement by and between CALCOMM and MABAS Division 22, after prior written notice served upon the other party.

16. **Cancellation/Termination and Cancellation/Termination Fee/Penalty.** Except as otherwise provided herein, this Agreement may be cancelled or otherwise terminated by either party upon ninety (90) days prior written notice served upon the other party. In the event that this Agreement is cancelled or otherwise terminated by MABAS Division 22 as set forth in this paragraph, MABAS Division 22 will pay CALCOMM a cancellation or termination fee or penalty representing thirty-three percent (33%) of the total amount paid to CALCOMM for mutual aid communications and dispatch services in the prior year. In the event that CALCOMM did not provide mutual aid communications and dispatch services in the prior year, the cancellation or termination fee or penalty will be calculated by multiplying the budgeted cost
per call estimate by thirty-three percent (33%) and then multiplying that amount by the number
of calls handled for MABAS Division 22 by its prior dispatch center in the prior year.

17. **Assignment/Transfer.** This Agreement may not be assigned or transferred by
either CALCOMM or MABAS Division 22 without the prior written consent of the other party,
after prior written notice served upon the other party.

18. **Notice.** Any notice required by this Agreement shall be in writing, shall be
properly addressed and shall be personally served or sent via certified mail, return receipt
requested, proper postage pre-paid. If sent via certified mail, service of such written notice shall
be considered to have occurred upon deposit of said properly addressed, written notice with the
United States Postal Service.

Said notice shall be served upon CALCOMM at the following address:

*Calcomm*
*Attn: Mark Davis, Executive Director*
*12419 S. Ashland Avenue*
*Columet Park, IL 60827*

Said notice shall be served upon MABAS Division 22 at the following address:

*MABAS Division 22*
*C/O Alsip Fire Dept.*
*12600 S Pulaski*
*Alsip, IL 60803*

19. **Hold Harmless Indemnification and Personal Liability.**

A. To the fullest extent permitted by law, the MABAS shall indemnify, defend, and
hold harmless the CALCOMM and its officers, trustees, agents, employees, and attorneys from
and against claims, suits, judgments, costs, attorneys' fees, damages, or other relief arising out of
or resulting from the MABAS's performance under this Agreement.
B. To the fullest extent permitted by law, the CALCOMM shall indemnify, defend, and hold harmless the MABAS and its officers, members, agents, employees, and attorneys from and against claims, suits, judgments, costs, attorneys' fees, damages, or other relief arising out of or resulting from the CALCOMM's performance under this Agreement.

C. In any and all claims against either Party or any of its officers, directors, trustees, members, agents, or employees by any employee of the other Party, the indemnification obligation under this Section, or any contribution rights of the first Party, shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for the second Party under workers' compensation, disability benefits, employee benefits acts, or other applicable law. Each Party assumes the entire liability for its own negligence and as part of this Agreement waives all defenses available to the other Party as an employer that limits the amount of its liability to the other Party to the amount of its liability under any workers' compensation, disability benefits, or employee benefits acts.

D. No covenant or agreement contained in this contract shall be deemed to be the covenant or agreement of any official, officer, agent or employee of CALCOMM. All acts of CALCOMM are in its official capacity as a unit of government. Neither the Corporate Authorities, or any other official or employee of CALCOMM or the VILLAGE OF CALUMET PARK shall be liable personally or in any other manner, under this contract or be subject to personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of dispatching services.

E. The insurance coverage obligations of both Parties as set forth in this Agreement shall remain in full force and shall not be impaired by the expiration or termination or cancellation of this Agreement. In any pending or threatened litigation, contest, dispute, suit or proceeding relating in any way to or otherwise arising out of: (1) this Agreement or the mutual
aid, communications and dispatching services provided hereby; (2) the indemnification described herein; (3) enforcement of the indemnification described herein; or (4) enforcement of the indemnification or obligations hereunder, each Party shall have the right to retain counsel of its own choice for advice or other representation without affecting or otherwise impairing the indemnification hereunder and all Liabilities arising from such service shall be payable by the other Party within thirty (30) days of demand.

F. Notwithstanding the foregoing, nothing in this paragraph or Agreement should be construed as an effort by CALCOMM or MABAS and/or its trustees, collectively or individually, officers, members, employees and/or agents to be indemnified for liability to the extent not permitted by law.

20. Enforcement.

A. Every obligation assumed or imposed upon MABAS Division 22 by this Agreement shall be enforceable by CALCOMM by appropriate action or proceeding, and CALCOMM may have and pursue any and all remedies provided by law or equity for the enforcement of such action.

B. Failure on the part of CALCOMM in any instance or under any circumstance to observe or fully perform any obligation assumed by or imposed upon it by this Agreement except its willful and wanton failure to provide mutual aid communications and dispatching services without just cause, shall not release MABAS Division 22 from making any payment to CALCOMM or fully performing any other obligation required of it under this Agreement. MABAS Division 22 may have and pursue any and all remedies provided by law or equity from compelling performance by CALCOMM of said obligation assumed or imposed upon CALCOMM.
21. **Governing Law and Choice of Venue.** CALCOMM and MABAS Division 22 hereby agree that any disputes between CALCOMM and MABAS Division 22 only, and relating in any way to or otherwise arising out of this Agreement shall be governed by the laws of the State of Illinois and shall be adjudicated, if necessary, in the Circuit Court of Cook County, Illinois.

22. **Entire Agreement.** This Agreement represents the entire Agreement between CALCOMM and MABAS Division 22 and supersedes all prior negotiations, agreements, resolutions, motions or parts of agreements. Resolutions or motions in conflict with any portion of this Agreement are hereby repealed. This Agreement and any amendments, changes, modifications or additions hereto shall be binding upon and inure to the benefit of the respective heirs, successors, assigns, partners and/or legal representatives of CALCOMM and MABAS Division 22. This Agreement shall be executed in two (2) counterparts each of which shall be deemed an original but both of which shall constitute one and the same agreement.

23. **Severability.** In the event that any section, paragraph or provision of this Agreement is invalid or unenforceable for any reason, the invalid or unenforceable section paragraph or provision shall be severed from this Agreement and shall not affect the validity or enforceability of the remaining provisions of this Agreement.

(This space intentionally left blank)
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 10th day of January, 2017.

CALCOMM

By: ____________________________
   Its Executive Director

ATTEST:
_______________________________
Its Secretary

MUTUAL AID BOX ALARM SYSTEM (MABAS) DIVISION 22

By: ____________________________
   Its ____________________________

ATTEST:
_______________________________
Its ____________________________
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN CALCOMM AND THE CITY OF CHICAGO HEIGHTS FOR THE PROVISION OF BACK-UP AGREEMENT FOR EMERGENCY 9-1-1 RESPONSE SERVICES

WHEREAS, CALCOMM ("CALCOMM"), a Public Safety Answering Point (PSAP) operated by the Village of Calumet Park, and the City of Chicago Heights' 9-1-1 PSAP (CHICAGO HEIGHTS) 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, CALCOMM currently provides 9-1-1 services for the residents in the Village of Calumet Park and the Village of Sauk Village, in Cook County, Illinois, including, but not limited to, emergency telephone services for the police and fire services; and

WHEREAS, CALCOMM is currently in the process of finalizing their Consolidation Plan Application to submit to the Illinois State Police's Statewide 9-1-1 Administrator and 9-1-1 Advisory Board for review and approval of the consolidation of CALCOMM and the Village of Midlothian and the Village of Posen; and

WHEREAS, CHICAGO HEIGHTS currently provides 9-1-1 services including, but not limited to, emergency telephone services for the police and fire service of CHICAGO HEIGHTS and for the fire service of Olympia Fields; and for the residents within the City of Chicago Heights, located in Cook County, IL; and

WHEREAS, the City of Chicago Heights ("CHICAGO HEIGHTS" is a PSAP authorized by (50 ILCS 750/) Emergency Telephone System Act to provide 9-1-1 emergency telephone services for residents in CHICAGO HEIGHTS; and
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 Village of Calumet Park (CALCOMM) or CHICAGO HEIGHTS or any employees or agents of either entity otherwise are granted by State law, including but
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.
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 Village of Calumet Park and CHICAGO HEIGHTS 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 Village of Calumet Park and CHICAGO HEIGHTS 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 upon approval and execution by both parties. It shall be in force for a term of one year from that date, and shall automatically renew for an additional one-year term at the conclusion of any term unless one of the Parties hereto provides written notice of termination to the other Party, a minimum of 180 days prior to the 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:
WHEREAS, CALCOMM has requested that CHICAGO HEIGHTS provide a Back-up for 9-1-1 services in the event that the CALCOMM 9-1-1 emergency system is unable to provide those services to the Village of Sauk Village for one or more of the reasons described below in this Agreement; and

WHEREAS, CHICAGO HEIGHTS has requested that CALCOMM provide a Back-up for 9-1-1 services in the event that CHICAGO HEIGHTS 9-1-1 emergency system is unable to provide those services to its municipality, its residents, its businesses, and its Public Safety Police and Fire Departments; 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 CHICAGO HEIGHTS to provide Back-up 9-1-1 services to CALCOMM for 9-1-1 calls it receives on behalf of the Village of Sauk Village and for CALCOMM to provide CHICAGO HEIGHTS Back-up 9-1-1 services to CHICAGO HEIGHTS 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
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 party's 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 of 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.
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.

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 Village of Calumet Park (CALCOMM) and CHICAGO HEIGHTS.

13. **Notices.**

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

Executive Director Mark Davis
CALCOMM
12419 S. Ashland Avenue, Calumet Park, IL 60827; (708/926-7343)
(SSstacey@calcomm911.org)

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

Mayor David A. Gonzalez
1601 Chicago Road;
Chicago Heights, IL 60411
708-756-5315
dgonzalez@chicagoheights.net
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.

*Signature page follows*
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 15TH day of February, 2017.

Village of Calumet Park

By: Ronald Denson
   Its Mayor

ATTEST:

Its Village Clerk

CITY OF CHICAGO HEIGHTS

By: David A. Gonzalez
   Its Mayor

ATTEST:

City Clerk Lori Wilcox
Master Services Agreement

This Services Agreement (the "Agreement") is entered into as of the 30th day of October 2014 (the "Effective Date"), by and between Villa Communications, LLC, with an office at
1240 S. Hampshire St. ("Customer"), and Chicago Communications LLC, with an office at 260 Spangler Avenue, Elmhurst, Illinois, 60126 ("Vendor").

WHEREAS, Customer may, from time to time, request that Vendor provide services ("Services") and Vendor desires to provide such Services;

WHEREAS, Vendor desires to sell to Customer certain equipment and related materials and Customer desires to purchase such equipment and related materials; and

WHEREAS, the parties desire to set forth herein their respective rights and obligations with respect to such equipment and related materials.

NOW, THEREFORE, in consideration of the mutual agreements below, and intending to be legally bound, the parties agree:

1. Scope. Vendor will perform and deliver Services and Products under duly executed statements of work under this Agreement, (hereinafter, "Work Order"), in accordance with the milestones, delivery dates, specifications and requirements as set forth in such Work Order. Except as otherwise provided herein, if any of the terms or conditions of this Agreement conflict with any of the terms or conditions of any Work Order, the terms or conditions of such Work Order will control solely with respect to the Services covered under such Work Order. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Definitions.

"Affiliate" means an entity which directly or indirectly controls, or is under common control with, or is controlled by, Customer. As used in this definition, "control" (including, with its correlative meanings, "controlled by" or "under common control with") means possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

"Work Order" means a written statement of work that may be issued by Customer to Vendor for a specific Project. Each Work Order must be signed by both the Vendor and Customer and will include details regarding the specific scope of Work to be performed by Vendor for such Project including, but not limited to, location of the Work site or sites, Vendor and Customer requirements and pricing.
Upon acceptance by Vendor, any Work Order will be subject to and be a part of this Agreement. In the event of a conflict between the general requirements of this Agreement and those set forth in a particular executed Work Order, the specific requirements defined in the Task Order shall take precedence.

"Work" means all deliverables, tasks and responsibilities to be furnished and performed by Vendor for a Project (or the various separately identified parts thereof identified in a Work Order). Work includes, without limitation, the performing or furnishing of all services and the submission or uploading of all documents required by a Customer under a specific Work Order, any applicable Task Order and/or this Agreement.

"Project" means each specific project that is subject to the terms of this Agreement and the applicable Work Order.

3. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue in effect for a period of three (3) years (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement shall be automatically renewed for consecutive additional one-year periods (each a "Renewal Term"); unless sooner terminated as permitted in Article 11. Either party may terminate this Agreement at the end of the Initial Term or any Renewal Term by providing the other party with notice of termination at least one hundred twenty (120) days prior to the end of the Initial Term or such Renewal Term. Notwithstanding the expiration or termination of this Agreement for any reason, but subject to Article 11, each Work Order issued by Customer and accepted by Vendor under this Agreement prior to the date of such expiration or termination will remain in full force and effect and will continue to be subject to the terms and conditions of this Agreement.

4. **Scope of Agreement and Affiliate Rights.** For purposes hereof, the term "Agreement" shall mean and include (i) this Agreement, (ii) any Work Order which has been issued by Customer and accepted by Vendor, and (iii) all attachments to this Agreement. All such documentation and the terms and conditions set forth within such documentation are incorporated herein by this reference. Customer may obtain services pursuant to this Agreement for the benefit of any and use by Affiliates. Affiliates and their respective employees are entitled to acquire services in accordance with this Agreement and any applicable Work Order and have and are entitled to all rights, benefits, and protections granted to Customer pursuant to this Agreement and any such Work Order. Additionally any Affiliate may transact business under this Agreement and enter into Work Orders with Vendor that incorporates the terms and conditions of this Agreement. When an Affiliate enters into such an order with Vendor under this Agreement or when an Affiliate otherwise transacts business with Vendor under this Agreement, then the name "Customer" is deemed to refer to such Affiliate. An Affiliate is solely responsible for its own obligations including, but not limited to, all charges incurred in connection with an order or transaction.

5. **Work Initiation.** Vendor will perform the Work as described in a Work Order, as applicable, for the fees set forth in such Work Order. Fees may be based on one of the following pricing methods:

[Detailed information about pricing methods is not provided in the document.]
(a) **Quoted Price.** If the Work Order created by Customer is for a Quoted Price, Vendor will submit a formal price quote to Customer based upon the Work to be provided under the Work Order. Vendor’s submission of a formal price quote is Vendor’s agreement to perform such Work for the price quoted and will be deemed Vendor’s acceptance of the Work Order for purposes of this Agreement. Customer may accept or reject such price quote. The lead time for any accepted Quoted Price shall be mutually agreed to in writing by the Parties.

(b) **Hourly Rate Project.** Vendor will perform the Work as described in each specific Work Order, on an hourly rate basis at the rates agreed to in writing by the parties.

For purposes of clarification, Vendor will not commence any Work under this Agreement, unless Customer and Vendor execute a Work Order and/or Change Order specifically covering any such Work or services.

6. **Project Change Orders.** Either party may request changes within the general scope of a particular Work Order. If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Vendor will agree to an equitable adjustment in the contract price or performance schedule, or both. Vendor is not obligated to comply with requested changes unless and until both parties execute a written change order.

7. **Price and Payment Terms.** Customer shall pay Vendor for Work on either a (i) Quoted Price basis, or (ii) Hourly Rate Project basis. The applicable payment method will be set for the in each specific Work Order. Unless stated otherwise in the Work Order, the milestone payment schedule will be as follows. The Price is exclusive of applicable sales, use, or similar taxes and freight. Chicago Communications LLC ordering procedures and Payment Terms are enclosed. Customer will make payments to Vendor within thirty (30) days after the invoice date. All freight charges will be pre-paid by Vendor and added to the invoices, when applicable. Title and risk of loss to equipment or parts will pass to Customer upon shipment. Vendor will pack and ship all equipment, parts or software in accordance with good commercial practices.

**STANDARD PAYMENT TERMS:**

- 45% - AT Time of Contract
- 25% - Upon Delivery
- 20% - Upon Installation
- 10% - Upon System Acceptance or Beneficial Use

8. **Software.** Any software owned by a third party ("Non-Chicago Communications LLC Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Vendor the right to sublicense such software. Vendor makes no representations or warranties of any kind regarding such Software.
9. **Express Limited Warranty and Warranty Disclaimer.** All Third Party Equipment is warranted under manufacturers warranty for a period in accordance with the Proposal. Vendor warrants that the equipment and parts under normal use and service are free from material defects in material and workmanship. These warranties do not apply to: defects or damage resulting from use of the equipment in other than its normal, customary, and authorized manner; defects or damage occurring from misuse, accident, liquids, neglect, or acts of God; defects or damage occurring from testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Vendor; breakage of or damage to antennas unless caused directly by defects in material or workmanship; defects or damage caused by Customer’s failure to comply with all applicable industry and OSHA standards; equipment that has had the serial number removed or made illegible; freight costs to ship equipment or parts to the repair depot; scratches or other cosmetic damage to equipment surfaces that does not affect the operation of the equipment; and normal or customary wear and tear. These express limited warranties are extended by Vendor to the original user purchasing the products for commercial, industrial, or governmental use only, and are not assignable or transferable. If Customer gives notice of a valid warranty claim before the expiration of the warranty period, Vendor will (at its option and at no additional charge to Customer) repair the defective product or replace it with the same or equivalent product. Such action will be the full extent of Vendor’s liability hereunder. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Vendor. THESE WARRANTIES ARE THE COMPLETE WARRANTIES AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. VENDOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. **Delays and Disputes.** Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party’s reasonable control (a “Force Majeure”). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality provisions) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

11. **Termination.** If a party materially breaches this Agreement or any Work Order (the “Defaulting Party”), and the Defaulting Party does not cure such breach within thirty (30) days after written notice of material breach, the non-defaulting party may terminate the relevant Work Order upon written notice to the Defaulting Party. Termination of a Work Order or this Agreement will be without prejudice to any other rights and remedies that the non-defaulting party may have under this Agreement or at law or in equity.
In the event of any termination for convenience or expiration of this Agreement or a Work Order, Customer will be liable to make any payments which are due hereunder to Vendor for work performed in accordance with the terms and conditions set forth in this Agreement and for any reasonable, verifiable expenses which have been incurred as a direct result of the termination of the Work. Customer shall also pay Vendor for any Work performed under a Work Order that has been issued by Customer and accepted by Vendor prior to termination or expiration of the Agreement if such Work Order is not also terminated; provided that Vendor continues to comply with the terms and conditions of this Agreement.

Each party shall cooperate with the other to provide reasonable assistance throughout the termination process.

12. LIMITATION OF LIABILITY. Except for personal injury or death, Vendor's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. VENDOR WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY VENDOR PURSUANT TO THIS AGREEMENT. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of such cause of action. This limitation of liability will survive the expiration or termination of this Agreement.

13. Confidential Information and Preservation of Proprietary Rights. If any information marked "Confidential" is provided by one party to the other, the receiving party will maintain the confidentiality of such information and not disclose it to any third party; take necessary and appropriate precautions to protect such information; and use such information only to further the performance of this Agreement. Confidential information is and shall remain the property of the disclosing party, and no grant of proprietary rights as it relates to the confidential information is given or intended to be given to the Customer by the Vendor. Any copyright owner of Software, and any third party manufacturer own and retain all of their respective proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights. This Agreement does not grant any right, title or interest in Vendor's or Third Party proprietary rights, or a license under any patent or patent application.

14. Non-solicitation. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Vendor or its subcontractors without the prior written authorization of Vendor. This provision applies only to those employees of Vendor or its subcontractors who are responsible for rendering services under this
Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

15. **Miscellaneous.** Each party will comply with all applicable federal, state and local laws, regulations and rules concerning the performance of this Agreement or use of the products. Customer will obtain and comply with all FCC licenses and authorizations required for the installation, operation and use of the products. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed. This Agreement, and the Work Order, the ordering procedures, and the Payment Terms, constitute the entire agreement of the parties regarding this transaction, supersede all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Vendor is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Vendor applicable to this transaction unless they are in writing and signed by an authorized signatory of Vendor.

Vendor:

By: Chicago Communications, LLC
Name and Title: Cindy Glassagel
Principal
Date: 10-30-2014

Customer:

By: Joyce O. Johnson
Name and Title:
Date: 10-30-2014
**CERTIFICATE OF LIABILITY INSURANCE**

**CERTIFICATE**

**1. Name of Insured**

I.A. Company, Inc.

615 Main St.

**2. Effective Dates**

- **Effective Date:** 01/15/2014
- **Expiration Date:** 01/14/2015

**3. Purpose**

- **Name:** Contractors Liability
- **Description:** General Liability

**4. Policy Number**

- **Policy Number:** 123456789

**5. Description of Property Insured**

- **Address:** 615 Main St.

**6. Coverages**

<table>
<thead>
<tr>
<th>Coverage Description</th>
<th>Limitation</th>
<th>Policy Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. General Liability</strong></td>
<td>$1,000,000</td>
<td>01/14/2015</td>
</tr>
<tr>
<td><strong>B. Property Damage</strong></td>
<td>$500,000</td>
<td>01/14/2015</td>
</tr>
<tr>
<td><strong>C. Personal Injury</strong></td>
<td>$500,000</td>
<td>01/14/2015</td>
</tr>
<tr>
<td><strong>D. Employment Law</strong></td>
<td>$500,000</td>
<td>01/14/2015</td>
</tr>
</tbody>
</table>

**Certificate Holder**

The certificate holder is an additional insured, and the policy remains in effect only if endorsed. A certificate holder who desires to make a change to the policy must receive the endorsement in writing. A certificate holder may obtain a copy of the policy provided the insurer is a member of the ACORD Organization.