Lake County Emergency Telephone System Board

9-1-1

Plan Modification

Packet Content

<u>X</u>	Cover Letter to Chief Clerk
X	Petition
<u>X</u>	Verification
<u>X</u>	Letter of Intent to AT&T
X	General Information Page
X	Community Page
<u>X</u>	Narrative
<u>X</u>	Exhibit 3 (System Participants)
<u>X</u>	Exhibit 4 (Adjacent agency list)
<u>X</u>	AT&T network diagrams
X	Exhibit A (Intergovernmental Agreement
<u>X</u>	Exhibit B (Alternate Routing Agreement
<u>X</u>	Exhibit C (Addendum to Alternate Routing Agreement



Lake County Emergency Telephone System Board 1300 S. Gilmer Rd.

9-1-1

Volo, IL 60073 Phone: 847-487-8163 Fax: 847-740-2398

Dave Dato Chairman

August 12, 2013

Dan Venturi Vice-Chairman

Jeannine Thompson ENP, RPL Coordinator/Manager

Lisa Jacobson GIS Analyst

Steven Winnecke Director of IT Elizabeth Rolando Illinois Commerce Commission 527 East Capitol Avenue Springfield, IL 62701

Dear Ms. Rolando:

Please find enclosed an original and three copies of an application for approval of the modification of the original 911 application & the first modification (docket # 05-0579) for the County of Lake, Illinois.

Sincerely,

Jeannine Thompson, ENP, RPL

earnine Thompson

Coordinator

Lake County ETSB

STATE OF ILLINOIS ILLINOIS COMMERCE COMMISSION

County of Lake, Illinois

Petition for Approval of modification

PETITION

Now comes the County of Lake, Illinois, and requests Illinois Commerce Commission approval of the modification and in support thereof states as follows:

- 1. Attached hereto and incorporated herein as though fully set forth the Modification Plan for the County of Lake, "9-1-1" Emergency Telephone Number System.
- 2. A duplicate original of said Modification Plan has been filed by mail with AT&T Telephone Company.
- 3. The Modification Plan is intended to comply with the terms and provisions of "An Act in relation to the designation of an emergency telephone number for use throughout the State."

WHEREFORE, your Petitioner, the County of Lake, Illinois, a municipal corporation, prays that the Illinois Commerce commission:

- (1) give notice of and conduct a public hearing on this Petition and Modification Plan at the earliest possible date;
- (2) enter an Order approving the Modification Plan submitted herewith and authorizing the modification of the 9-1-1 Emergency Telephone System described herein.

County of Lake, Illinois

Jeannine Thompson, ENP, RPL

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Coordinator

VERIFICATION

I, Jeannine E. Thompson, first being duly sworn upon oath, depose and say that I am Coordinator of the Emergency Telephone System Board, County of Lake, Illinois. That I have read the above and foregoing petition by me subscribed and know the contents thereof; that said contents are true in substance and in fact, except as to those matters stated upon information and belief and as to those, I believe same to be true.

Coordinator Tempson	
Subscribed and sworn to before me This day of, 2013.	
NOTARY PUBLIC, ILLINOIS	



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9-1-1

Volo, IL 60073 Phone: 847-487-8163 Fax: 847-740-2398

Dave Dato Chairman

Dan Venturi Vice-Chairman

August 12, 2013

Jeannine Thompson ENP, RPL Coordinator/Manager

Lisa Jacobson GIS Analyst

Steven Winnecke Director of IT Paul Stoffels AT&T 4918 W 95th St. Oak Lawn, IL 60453

Dear Mr. Stoffels;

This letter is to confirm our intent to modify the Lake County E9-1-1 System. The selective routing feature for the enhanced 9-1-1 system will be provided by the local exchange carrier(s). We assume, unless otherwise notified, that the 9-1-1 System will be modified and in operation by October 1, 2013. Public phones under your jurisdiction will also be posted and operational with 9-1-1 coin free dialing.

Enclosed is your copy of our application to the Illinois Commerce Commission for approval for establishing 9-1-1 service. Thank you for your attention to this matter.

Sincerely,

Jeannine Thompson, ENP, RPL

earnine Thompson

Coordinator

Enclosure: application

9-1-1 GENERAL INFORMATION

Date: August 12, 2013

Proposed Operational Date:

Submitted by: Lake County

_____ Final Plan

____ X ___ Modification of an Existing System – I.C.C. Docket Numbers 93-0071 & 05-0579

Total Population served: 224,644

Total Access Lines: 219,366

Total Land Area Covered in Square Miles: 457

PSAP 9-1-1 System Liaison to the Commission:

Jeannine E. Thompson ENP, RPL 9-1-1 Coordinator 1300 S. Gilmer Rd Volo, IL 60073 847-487-8163 847-344-8711

COMMUNITIES SERVED

City, Town or Village	Street address, City, Zip Code
Village of Beach Park	11270 W. Wadsworth Rd., Beach Park, IL 60090
Village of Deer Park	23680 W. Cuba Rd., Deer Park, IL 60010
Village of Port Barrington*	69 South Circle Ave., Port Barrington, IL 60010
Village of Green Oaks	2020 O'Plaine Rd., Green Oaks, IL 60048
Village of Hawthorn Woods	2 Lagoon Dr., Hawthorn Woods, IL 60047
Village of Indian Creek	224 Rt. 45, Indian Creek, IL 60060
Village of Island Lake	3720 Greenleaf Ave., Island Lake, IL 60042
Village of Kildeer	21911 Quentin Rd., Kildeer, IL 60047
Village of Lake Barrington	23860 Old Barrington Rd., Lake Barrington,IL 60010
Village of Lake Zurich	70 E. Main Street, Lake Zurich, IL 60047
Village of Lakemoor	234 W. Rand Rd., Lakemoor, IL 60050
Village of Long Grove	3110 Old McHenry Rd., Long Grove, IL 60047
Village of Mettawa	1026 Allanson Rd., Mundelein, IL 60060
Village of North Barrington	111 Old Barrington Rd., North Barrington,IL 60010
Village of Old Mill Creek	40870 N. Hunt Club Rd., Wadsworth, IL 60083
Village of Third Lake	87 North Lake Ave., Third Lake, IL 60046
Village of Wadsworth	14155 Wadsworth Rd., Wadsworth, IL 60083
Village of Volo	27273 Volo Village Rd., Volo, IL 60073
Village of Wauconda	101 N, Main Street, Wauconda, IL 60084

^{*} Formerly known as Fox River Valley Gardens

NARRATIVE STATEMENT

The Lake County ETSB was granted authority to operate an E911 system in docket 93-0071.

The purpose of this petition is to request a modification of the original E911 application and modification docket # 05-0579. The Lake County ETSB has agreed to enter into an Intergovernmental Agreement for Deerfield to Dispatch for Riverwoods.

An Intergovernmental Agreement has been reached between the County of Lake with its ETSB and the Village of Deerfield with its ETSB, along with the Village of Riverwoods. A copy of said Agreement is attached as Exhibit <u>A</u>.

This agreement is possible since the Village of Riverwoods now operates its own police department and has entered into an intergovernmental agreement with the Village of Deerfield for Police and Fire Dispatch for the Village of Riverwoods. The Village of Riverwoods is serviced by the Riverwoods Police Department, The Lincolnshire/Riverwoods Fire Protection District and the Deerfield/Bannockburn Fire Protection District. Fire and rescue 9-1-1 calls received for the aforementioned fire protection districts are dispatched by RED Center.

Although Riverwoods will continue to be part of the LCETSB, its land-line police emergencies will be dispatched by the adjacent agency, the Deerfield PSAP and fire and rescue emergencies will be transferred by the Deerfield PSAP to the RED Center for dispatch. A Call Handling Agreement between the Village of Riverwoods and the adjacent Deerfield PSAP has already been approved by both entities.

Even after ICC approval of the plan modification and, pursuant to Illinois statute, the Lake County ETSB will continue to collect the \$.75 surcharge for the Village of Riverwoods residents. A separate, cost-sharing, intergovernmental agreement has been negotiated between Lake County/Lake County Emergency Telephone System Board and the Village of Deerfield/Deerfield Emergency Telephone System Board and the Village of Riverwoods. See Exhibit _A_.

SYSTEM PARTICIPANTS Exhibit 3

Lake County E.T.S.B. PSAP's

1303 N. Milwaukee Ave Libertyville, IL 60084 PSAP Name Lake County Sheriff 847-549-5200

Clients

Lake County Forest Rangers 24237 W. Ivanhoe Rd Wauconda, IL 60084 847-968-3411

PSAP Name

Lake Zurich Police Department 200 Mohawk Trail Lake Zurich, IL 60047 847-438-2349

Clients

Hawthorn Woods Police Department Hawthorn Woods, IL 60047 847-438-9050 2 Lagoon Dr.

Island Lake Police Department Island Lake, IL 60042 3720 Greenleaf Ave. 847-526-2100

Kildeer Police Department 21911 Quentin Rd Kildeer, IL 60047 847-438-6644

Lake Zurich Fire Department/FPD

321 S. Buesching Rd. Lake Zurich, IL 60047

847-540-5070

PSAP Name

Wauconda Police Department 311 S. Main Street Wauconda, IL 60084 847-526-2421

Clients

Wauconda Fire Department/FPD 109 W. Liberty Wauconda, IL 60084 847-526-2821

Lakemoor Police Department 27901 Concrete Drive Lakemoor, IL 60041 815-385-4111

Secondary PSAP Name

Countryside Fire 600 N Deerpath Vernon Hills, IL 60061 847-367-5511

Tower Lakes Police Department 400 N. Route 59
Tower Lakes, IL 60010
847-526-0444

Exhibit 4

ADJACENT AGENCY LIST

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AGENCY	SI KEEL ADDKESS, CH Y, AP CODE	I ELEPHONE NOWBER
Village of Lincolnshire	One Olde Halfday Rd, Lincolnshire, 60069	847-883-8600
Village of Buffalo Grove	50 Raupp Blvd, Buffalo Grove, 60089	847-459-2500
Village of Deerfield	850 Waukegan Rd, Deerfield, 60015	847-945-5000
Village of Bannockburn	2275 Telegraph Rd, Bannockburn, 60015	847-945-8490
Village of Northbrook	1225 Cedar Lane, Northbrook, 60062	847-272-5050
Lake County Sheriff's Office	1303 N. Milwaukee Ave., Libertyville, IL 60048 847-549-5200	847-549-5200

200 MOHAWK TR

E9-1-1 NETWORK DIAGRAM

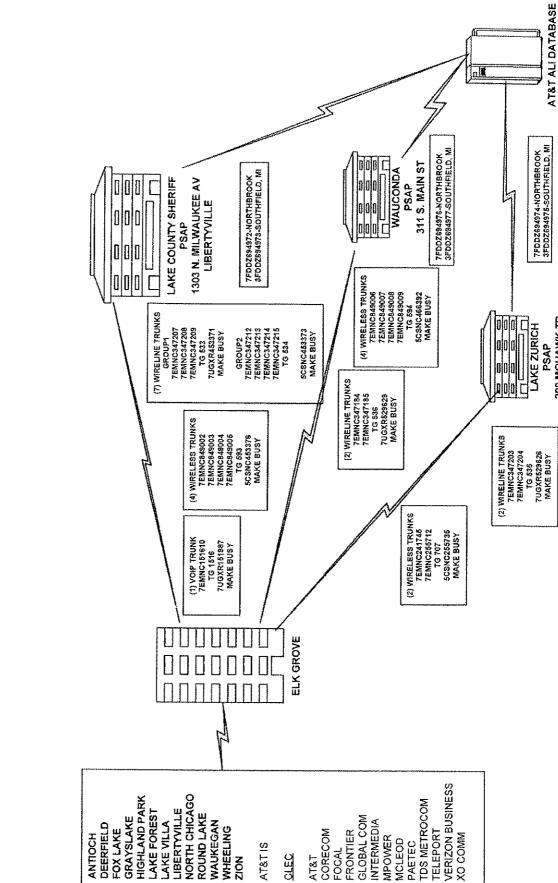
CUTOVER DATE 04-07-93 1303 N. MILWAUKEE AV LIBERTYVILLE, IL LAKE COUNTY

M at&t

DATABASE ACCESS

9-1-1 TRUNKS B LINKS

CONTROL OFFICE



AT&T ALI DATABASE

LAKE COUNTY-GENEVA

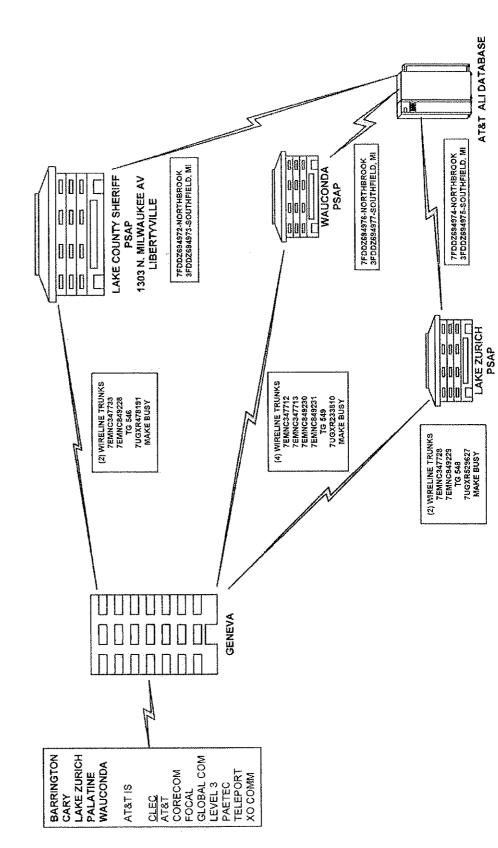
E9-1-1 NETWORK DIAGRAM

LAKE COUNTY 1303 N. MILWAUKEE AV LIBERTYVILLE, IL CUTOVER DATE 04-07-93

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9-1-1 TRUNKS BLINKS

DATABASE ACCESS



CONTROL OFFICE

AT&T ALI DATABASE



LAKE COUNTY

1303 N. MILWAUKEE AV LIBERTYVILLE, IL CUTOVER DATE 04-07-93

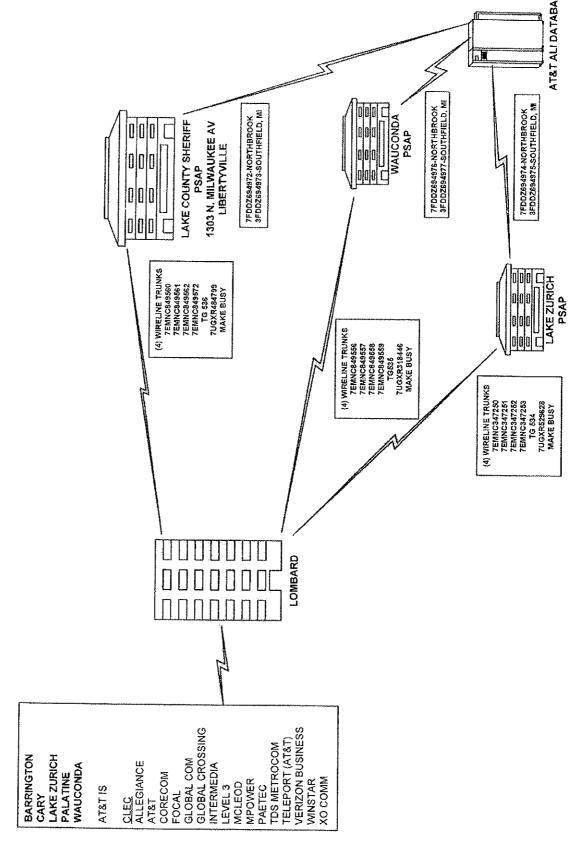
9-1-1 TRUNKS B LINKS

CONTROL OFFICE

RATE CENTER END OFFICE

A LINKS

DATABASE ACCESS



LAKE COUNTY-LOMBARD

INTERGOVERNMENTAL AGREEMENT FOR VILLAGE OF RIVERWOODS CALL ROUTING AND SURCHARGE REIMBURSEMENT

THIS AG	REEMENT	("Agreement	") is e	entcred	into by	y and	between	the
COUNTY OF L	AKE, a body	politic and	corpor	ate, her	einafter	referr	ed to as	the
"COUNTY," the								
hereinafter referre	d to as "DEE	RFIELD," ar	id the	VILLAC	E OF	RIVER	RWOODS	, an
Illinois home rule	municipality,	hereinafter r	eferred	to as "	RIVER	WOOD	S" as of	this
, day of		2013.						

RECITALS

- A. The COUNTY owns the Lake County Emergency Telephone System Board (the "LCETSB"), an agency of the COUNTY, and operates a county-wide 9-1-1 Emergency Call Taking and Dispatching System pursuant to the statutes of the State of Illinois (50 ILCS 750/0.01, et seq.); and
- B. RIVERWOODS is a member of the LCETSB pursuant to statutory referendum (50 ILCS 750/0.01, et seq.).
- C. DEERFIELD has formed its own Emergency Telephone System Board (the "DEERFIELD BANNOCKBURN ETSB") and has its own public safety answering point (the "DEERFIELD PSAP"), and is not a member of the LCETSB.
- D. Prior to forming its own police department, RIVERWOODS relied on the Lake County Sheriff's Office for police protection and the Lake County Sheriff's Office Public Service Answering Point (the "Lake County PSAP") to receive 9-1-1 calls dispatch emergency services.
- E. COUNTY, RIVERWOODS and the Village of Lincolnshire, an Illinois home rule municipal corporation ("Lincolnshire"), entered into a certain "Lake County/Village of Lincolnshire/Village of Riverwoods Intergovernmental Agreement for Call Routing and Surcharge Reimbursement" (the "Contract") in 2005 to provide for the Lincolnshire PSAP to provide 9-1-1 call handling and dispatch services, and the COUNTY, RIVERWOODS and Lincolnshire agreed in said contract for all land line calls received within RIVERWOODS to be routed to the Lincolnshire PSAP, for certain modifications to the 9-1-1 ESN Routing Plan and for LCETSB to reimburse Lincolnshire a proportionate share of the surcharge funds attributable to 9-1-1 land line calls from within RIVERWOODS territory up to a maximum of twenty-five thousand dollars (\$25,000.00) per calendar year to facilitate Lincolnshire PSAP's handling calls and dispatching services for 9-1-1 land line emergency calls emanating from telephone land lines within the RIVERWOODS territory.

- F. Lincolnshire has notified RIVERWOODS that it intends to terminate such call handling and dispatch services for 9-1-1 land lines calls within the territory of RIVERWOODS, and RIVERWOODS and DEERFIELD have reached an agreement, subject to approval by the ICC and the approval of this Agreement, for the DEERFIELD PSAP to provide call handling and dispatch services for all 9-1-1 calls within the territory of RIVERWOODS, including 9-1-1 landline calls, upon turnover of the RIVERWOODS call handling and dispatch services from Lincolnshire to DEERFIELD.
- G. The LCETSB will continue to collect all surcharge funds arising from all land line facilities providing service to the territory within RIVERWOODS, as well as the rest of the LCETSB's service area, pursuant to 50 ILCS 750/15.3.
- H. COUNTY agrees that all surcharge funds previously transferred from LCETSB to Lincolnshire on behalf of RIVERWOODS shall, as provided in this Agreement, be transferred to DEERFIELD on behalf of RIVERWOODS upon the termination of the Contract and joint notice from DEERFIELD and RIVERWOODS that all call handling and dispatch services for all 9-1-1 calls within the territory of RIVERWOODS has been turned over to the DEERFIELD PSAP.
- I. Pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, the provisions of the Illinois Intergovernmental Cooperation Act (5 ILCS 221.1 et, seq.), DEERFIELD's home rule powers, and other applicable authority, COUNTY, DEERFIELD and RIVERWOODS are authorized to enter into this Agreement; and
- NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, COUNTY, DEERFIELD and RIVERWOODS hereby agree as follows:
- SECTION 1: Recitals. The above and foregoing recitals, being true, correct and material to this Agreement, are hereby incorporated and made a part of this Agreement as if full set forth herein.
- SECTION 2: Riverwoods Call Handling and Dispatch Services. Subject to approval by the ICC, all calls received from within RIVERWOODS will be routed to the DEERFIELD PSAP. The DEERFIELD PSAP will provide call handling service for all 9-1-1 calls within the territory of RIVERWOODS. The LCETSB and the DEERFIELD BANNOCKBURN ETSB will cooperate in submitting 9-1-1 ESN Routing Plan Modifications (the "Plan Modifications") to the ICC to affect such re-routing of calls and shall provide for such testing to ensure an orderly turnover of call handling responsibility to the DEERFIELD PSAP.
- SECTION 3: Surcharge Funds Collection. The LCETSB will continue to collect all surcharge funds arising from all land line telephone facilities providing service to the territory within RIVERWOODS as well as the rest of the LCETSB's service area pursuant to 50 ILCS 750/15.3.

SECTION4: Surcharge Reimbursement. The LCETSB will pay to DEERFIELD BANNOCKBURN ETSB a proportionate share of the surcharge funds attributable to 9-1-1 land line calls from within RIVERWOODS territory, up to a maximum of twenty-five thousand dollars (\$25,000.00) per calendar year, to facilitate DEERFIELD PSAP's handling (taking calls and dispatching services) the 9-1-1 land line emergency calls emanating from telephone land lines within the RIVERWOODS territory. The payment of said funds will not occur unless and until LCETSB receives the surcharge funds from the telecommunications carriers who are charged by Illinois statute with collecting and dispersing said surcharge funds. If payment to LCETSB is late and/or decreased, LCETSB's obligation to DEERFIELD shall be delayed and/or reduced to the same extent, but such obligation shall be reinstated to the extent that the telecommunications carriers make up any prior underpayment.

SECTION 5: Use of Surcharge Funds. Surcharge funds transferred from LCETSB to DEERFIELD on behalf of RIVERWOODS may only be used for approved expenses as listed in Section 750/15.4 of the Illinois Emergency Telephone System Act (50 ILCS 750/15.4). Further, any of these aforementioned funds used to compensate call taking, emergency services dispatchers must also comply with guidelines articulated in two Illinois Attorney General Opinions directed to this issue (1998 Ill. Atty. Gen. Op. 024 and 1998 Ill. Atty. Gen. Op. 009). These standards shall apply until and unless subsequent case law, public Illinois Attorney General opinions or legislative enactments revise or alter such standards.

SECTION 6: Deerfield Records. DEERFIELD will retain all financial records related to the receipt of LCETSB surcharge funds and subsequent expenditure for at least three (3) years after each payment and, upon request, will make available for inspection and copying by a duly authorized agent of LCETSB, wage records, equipment invoices, expenditure detail and any other relevant notes or documents as will allow LCETSB to verify continued compliance with Section 5 of this Agreement. The COUNTY will have the absolute right to terminate this Agreement for cause upon thirty (30) days written notice to the other Parties. After giving written notice advising of the COUNTY's disapproval of any particular expenditure of funds, all parties will attempt, in good faith, to reconcile any disagreements within thirty (30) days. During such time as the disputed use of funds has not been resolved DEERFIELD will cease making expenditures for the purposes to which the COUNTY has objected. If there is no reconciliation within thirty (30) days the decision of the COUNTY is final.

SECTION 7: Quarterly Payments by LCETSB. Said payment for call handling services will be paid to DEERFIELD BANNOCKBURN ETSB quarterly and within sixty (60) days of the end of each quarter after LCETSB receives the funds from the telecommunications carriers. The quarterly payment periods will coincide with the LCETSB fiscal year quarters. To ensure the accuracy of calculations for the line-count based payments, LCETSB will request annual, exact line-count reports from the telecommunications carriers. These annual reports will form the basis for the quarterly payments for the relevant fiscal year. If there is a charge to LCETSB for the annual line

count reports, said costs will be borne by RIVERWOODS and may be deducted from the quarterly payments, or otherwise invoiced to and paid by RIVERWOODS.

SECTION 8: Indemnification. RIVERWOODS and DEERFIELD agree to defend themselves in any actions brought against them in connection with or as the result of this Agreement and agree to defend, indemnify and hold the COUNTY harmless and free from liability of any kind whatsoever resulting from the acts or conduct of RIVERWOODS or DEERFIELD or those of their agents or representatives or employees in the performance of this Agreement or in the furtherance thereof.

SECTION 9: Effective Date. This Agreement shall be effective on the date on which all of the Parties shall have signed this Agreement (the "Effective Date"), provided that the Parties shall not be required to perform hereunder unless and until (i) the Plan Modifications are approved by the ICC, and (ii) COUNTY has received written notice from DEERFIELD and RIVERWOODS that 9-1-1 calls have been re-routed and call-handling responsibility for such call has been turned over to the DEERFIELD PSAP.

SECTION 10: Consideration. The redirection of the LCETSB surcharge funds to DEERFIELD on behalf of RIVERWOODS will comprise the complete and total financial benefit to RIVERWOODS as a member of the LCETSB.

SECTION 11: Notices. All notices required to be sent by the respective parties to this Agreement shall be given as follows:

COUNTY

Barry A. Burton County Administrator Lake County Administrator's Office 18 N. County Street Waukegan, IL 60085

and

Dave Dato (or his successor in office) Chairman, Lake County ETSB 1303 N. Milwaukee Avenue Libertyville, IL 60048

DEERFIELD

John Sliozis Chief, Deerfield Police Department 850 Waukegan Road Deerfield, IL 60015

RIVERWOODS

Bruce Dayno(or his successor in office) Chief, Riverwoods Police Department 845 Saunders Road Riverwoods, IL 60015

All notices, requests and other communications under this Agreement shall be in writing and shall be personally delivered or sent by certified mail, postage prepaid, return receipt requested, by facsimile or by licensed, overnight courier to the appropriate party at its address immediately set forth above. Notice shall be deemed given at the time delivered, if personally delivered; at the time indicated on the duly completed postal service return receipt, if delivered by certified mail and at the time of the facsimile if sent thusly or on the next business day if delivered by overnight courier.

SECTION 12:Term; Automatic Renewal. This Agreement shall be in effect for two (2) years commencing on the first day of the month next following the Effective Date and, subsequently, shall renew automatically for consecutive two (2) year terms, but any Party shall have an absolute right to terminate this Agreement with or without cause upon sixty (60) days written notice to the other Parties, including during the initial two-year period. If RIVERWOODS shall cease to be part of the LCETSB's service area pursuant to Illinois statute, this Agreement shall automatically terminate. However, if the COUNTY or RIVERWOODS terminates this Agreement without cause, DEERFIELD ETSB shall be entitled to receive the fees set forth above in Section 4 through the date of termination notwithstanding such surcharge may not as yet have been billed or collected until after the date of such termination. Reimbursement will not be paid to DEERFIELD ETSB unless and until surcharge funds have been received by LCETSB from the telecommunications carriers.

SECTION 13: Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and the Parties may not assign their rights and obligations under this Agreement.

SECTION 14: Integration; Amendments. This Agreement contains the entire understanding of the parties with respect to the subject matters of this Agreement. There are no restrictions, agreements, promises, warranties, covenants or undertakings other than those expressly set forth herein. This Agreement supersedes all prior agreements and undertakings between the Parties with respect to its subject matter. This Agreement may be amended only by a written instrument duly executed by all of the Parties or by their successors or assigns.

SECTION 15: Severability. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision shall be deemed severable and the Agreement shall be enforced as severed or as modified by the court.

SECTION 16: Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original, and all of which together shall constitute one Agreement. This Agreement may be executed by facsimile or scanned signatures; any signed Agreement or signature page to this Agreement that is transmitted by facsimile or in the portable document format (.pdf) shall be treated in all manners and respects as an original Agreement or signature page.

SECTION 17: Governing Law. This Agreement and all Amendments and Appendices thereof shall be governed and construed in accordance with the laws of the State of Illinois.

COUNTY OF LAKE Dated: 9/0/19, 2013	
By: Chairman Lake County Board	Chairman, Lake County ETSB
VILLAGE OF RIVERWOODS Dated:, 2013	
By: Mayor, Riverwoods	Chief, Riverwoods Police Dept.
VILLAGE OF DEERFIELD Dated: Sept. 16 , 2013	
By: Namit Counted Mayor, Deerfield	Chilet, Beerfield Police Dopl.

DEERFIELD BANNOCKBURN ETSB/LAKE FOREST ETSB ALTERNATE ROUTING AGREEMENT (DEERFIELD BANNOCKBURN TO LAKE FOREST)

THIS AGREEMENT is made and entered into between the Lake Forest ETSB and the Deerfield Bannockburn ETSB.

WITNESSETH:

WHEREAS, Lake Forest ETSB currently is certified to provide and operate an Enhanced 9-1-1 telephone service under Illinois Commerce Commission Order #89-0049

WHEREAS, Deerfield Bannockburn ETSB is certified to provide Enhanced 9-1-1 telephone service for Deerfield and Bannockburn under Illinois Commerce Commission Order #88-0254/90-0354.

WHEREAS, under Illinois law an ETSB is required to select a location for alternate routing when 9-1-1 lines to the primary Public Safety Answering Point ("PSAP") are busy or if the primary PSAP closes down for a period of time due to an emergency situation; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and 5 II.CS 220/1 el seq. authorize units of local government to enter into intergovernmental cooperation contracts; and

WHEREAS, the Lake Forest ETSB and Deerfield Bannockburn ETSB mutually desire to enter into an Agreement establishing the Lake Forest Dispatch Facility for alternate routing for 9-1-1 calls when all the 9-1-1 lines to Deerfield's PSAP are busy or in the event that Deerfield PSAP closes down for a period of time due to an emergency situation,

NOW, THEREFORE, in consideration of the mutual covenants herein, Lake Forest ETSB and Deerfield Bannockburn ETSB do hereby agree as follows:

- 1. Beginning upon the execution of this Agreement by both parties, when, at any time, all the 9-1-1 lines for the Deerfield PSAP served by the AT&T tandem office are busy, or in the event the Deerfield PSAP closes down for a period of time due to an emergency situation, the Deerfield PSAP shall instruct AT&T to route all 9-1-1 calls to Lake Forest via its designated trunk lines. Lake Forest ETSB agrees to process all calls rerouted to it as set forth above.
- 2. Whenever the need for alternate routing arises, the Deerfield PSAP will contact the Lake Forest PSAP and advise Lake Forest PSAP of the reason for the alternate routing request along with the estimated length of time the alternate routing will need to be in effect while the Deerfield PSAP personnel travel to their back-up PSAP to re-establish the answering of Deerfield 9-1-1 calls. Deerfield 9-1-1 calls received by Lake Forest PSAP that require dispatch in accordance with this Agreement will be directly dispatched by Lake Forest via the shared Deerfield

- 8. The persons executing this Agreement on behalf of the Lake Forest ETSB and the Deerfield Bannockburn ETSB warrant that they have actual authority to enter into this Agreement on behalf of the Lake Forest ETSB and Deerfield Bannockburn ETSB.
- 9. Deerfield Bannockburn ETSB agrees to defend, indemnify and hold Lake Forest ETSB, its officers, directors, agents, and employees harmless from and against any loss, liability, cost or expense (including reasonable attorneys' fees and Court cost) or expense rises out of the negligence or willful misconduct of Deerfield Bannockburn ETSB, its members, managers, officers, directors, agents, or employees, in rendering services under this Agreement.
- 10. Lake Forest ETSB agrees to defend, indemnify, and hold Deerfield Bannockburn ETSB, its officers, directors, agents, and employees, harmless from and against any actual loss, liability, cost or expense (including reasonable attorneys' fees and Court cost) or expense arises out of the negligence or willful misconduct of Lake Forest ETSB, its members, managers, officers, directors, agents, or employees.
- 11. This Agreement constitutes the complete, final, and entire Agreement between the Lake Forest ETSB and Deerfield Bannockburn ETSB with regard to the subject matter of this Agreement, and it supersedes any prior Agreements, either written or oral between the parties.
- 12. Any modification to this Agreement shall be null and void unless the modification is in writing and executed by both parties.
- 13. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

IN WITNESS TEHREOF, the undersigned have caused this Agreement to be duly executed.

Lake Forest	Deerfield Bannockburn
Emergency Telephone System Board	Emergency Telephone System Board
Ву:	By: John J Slago
Days: 7-18-13	Date: 09-18-13

ADDENDUM TO LAKE FOREST ETSB/DEERFIELD/BANNOCKBURN ETSB ALTERNATE ROUTING AGREEMENT (RIVERWOODS TO LAKE FOREST)

THIS ADDENDUM is made and entered into between the Lake Forest ETSB (hereinafter referred to as, "Lake Forest"), Village of Riverwoods (hereinafter referred to as "Village"), Lake County Emergency Telephone System Board (hereinafter referred to as "Lake County ETSB"), and the Deerfield/Bannockburn ETSB (hereinafter referred to as, "Deerfield"), collectively, as parties to the Alternate Routing Agreement attached hereto as Exhibit A and incorporated herein.

WHEREAS, Lake Forest ETSB currently is certified to provide and operate an Enhanced 9-1-1 telephone service for the City of Lake Forest Illinois Commerce Commission.

WHEREAS, Deerfield/Bannockburn ETSB is certified to provide Enhanced 9-1-1 telephone service for Village of Deerfield and Bannockburn under Illinois Commerce Commission.

WHEREAS, under Illinois law, an ETSB is required to select a location for alternate routing when 9-1-1 lines to the primary Public Safety Answering Point ("PSAP") are busy or if the primary PSAP closes down for a period of time due to an emergency situation; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1 et seq. authorize units of local government to enter into intergovernmental cooperation contracts; and

WHEREAS, an Alternate Routing Agreement exists between Lake Forest and Deerfield. Said Agreement governs Lake Forest as back-up PSAP for Deerfield. A true and correct copy of said Agreement is attached hereto as Exhibit A and incorporated herein.

WHEREAS, since said Alternate Routing Agreement between Lake Forest and Deerfield was entered into, Deerfield has become the PSAP for the Village of Riverwoods and has entered into an Agreement for the same.

WHEREAS, Lake County ETSB and the Village have requested to become parties to said Alternate routing Agreement (Exhibit A) for purposes of establishing the Lake Forest Dispatch Facility for alternate routing for 9-1-1 calls for the Village of Riverwoods when all the 9-1-1 lines to Deerfield's PSAP are busy or in the event that Deerfield's PSAP closes down for a period of time due to an emergency situation.

WHEREAS, Lake Forest and Deerfield have agreed that the Village and Lake County ETSB may become parties to the Alternate Routing Agreement (Exhibit A) by written addendum.

NOW, THEREFORE, in consideration of the mutual covenants herein, Lake Forest, the Village, Lake County ETSB, and Deerfield do hereby agree as follows:

- 1. That the Village and Lake County ETSB are hereby added and included as a party to the Alternate Routing Agreement (Exhibit A) subject to the limitations contained herein.
- 2. Beginning upon the execution of this Agreement by both parties, when, at any time, all the 9-1-1 lines for the Deerfield PSAP served by the AT&T tandem office are busy, or in the event the Deerfield PSAP closes down for a period of time due to an emergency situation, the Deerfield PSAP shall instruct AT&T to route all 9-1-1 calls to Lake Forest via its designated trunk lines. Lake Forest agrees to process all calls rerouted to it as set forth above, including for the Lake County ETSB.
- 3. Lake Forest ETSB agrees to designate the Lake Forest Dispatch Facility to serve as the Village of Riverwoods PSAP back-up without any compensation, except that Lake Forest shall accept Lake County ETSB calls for service only for such time a Riverwoods calls for service are dispatched through Deerfield. If Lake County ETSB elects to terminate dispatch services through Deerfield, then Lake County ETSB shall provide Lake Forest and Deerfield with at least sixty (60) days prior notice of such intent.
- 4. Any notice or other communications permitted or required to be given to either party shall be in writing and shall be personally delivered or mailed by registered or certified U.S. Mail, postage prepaid, to the party to receive same as follows:

Lake Forest Emergency Telephone System Board
ATTN: Chairman
255 W. Deerpath Road
Lake Forest, IL 60045

Lake County Emergency Telephone System Board
ATTN: Chairman
1300 S. Gilmer Road
Volo, 1L 60073

Village of Riverwoods ATTN: 300 Portwine Road Riverwoods, IL 60015

Deerfield/Bannockburn Emergency Telephone System Board ATTN: Chairman 850 Waukegan Road Deerfield, IL 60015 Notice delivered by personal delivery shall be considered received immediately upon receipt, and notice by U.S. Mail shall be considered served upon receipt or four (4) days after mailing, whichever is sooner.

- 5. This Agreement shall be effective at which time it is executed by authorized officials of Lake Forest, Village, Lake County ETSB and Deerfield, and unless otherwise terminated, this Agreement shall remain in effect perpetually until either Lake Forest, Village, Lake County ETSB, or Deerfield notifies the other parties in writing that this Agreement shall be terminated on a date certain not less than sixty (60) days after the effective date of the service of the notice to terminate this Agreement.
- 6. The persons executing this Agreement on behalf of Lake Forest, Deerfield, the Village, and Lake County ETSB warrant that they have actual authority to enter into this Agreement on behalf of Lake Forest, Deerfield, Village of Riverwoods, and Lake County ETSB.
- 7. The terms and provisions of the Alternate Routing Agreement (Exhibit A) are hereby restated and incorporated into this Addendum. To the extent any inconsistency exists between this Addendum and the Alternate Routing Agreement (Exhibit A), the terms and provisions of this Addendum shall govern in supersede the provisions of the Alternate Routing Agreement (Exhibit A).
- 8. Lake County ETSB, Village, and Deerfield agree to defend, indemnify and hold Lake Forest, its officers, directors, agents and employees harmless from and against any loss, liability, cost or expense (including reasonable attorneys' fees and Court costs) which Lake Forest may sustain or incur if, and to the extent that, such loss, liability, cost or expense arises out of the negligence or willful misconduct of Deerfield, the Village, or Lake County ETSB, its members, mangers, officers, directors, agents or employees, in rendering services under this Agreement.
- 9. Lake Forest agrees to defend, indemnify and hold Deerfield, Lake County ETSB, and the Village, its officers, directors, agents and employees, harmless from and against any actual loss, liability, cost or expense (including reasonable attorneys' fees and Court costs) which Deerfield, Lake County ETSB, or the Village may sustain or incur if, and to the extent that, such loss, liability, cost or expense arises out of the negligence or willful misconduct of the Lake Forest, its officers, directors, agents or employees.
- 10. This Agreement constitutes the complete, final, and entire Agreement between Lake Forest, Deerfield, the Lake County ETSB, and the Village with regard to the subject matter of this Agreement, and it supersedes any prior Agreements, either written or oral between the parties.
- 11. Any modification to this Agreement shall be null and void unless the modification is in writing and executed by both parties.

12. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

IN WITNESS THEREOF, the undersigned have caused this Agreement to be duly executed.

LAKE FOREST EMERGENCY TELEPHONE SYSTEM BOARD	DEERFIELD/BANNOCKBURN EMERGENCY TELEPHONE SYSTEM BOARD
BY: 2-18-13	BY:
LAKE COUNTY EMERGENCY TELEPHONE SYSTEM BOARD	VILLAGE OF RIVERWOODS
BY: TOTAL	BY: Barr Day 5
DATE: 9/18/13	DATE 9-18-13