



Ed Krzeminski  
MAYOR

Sharon Sweeney  
CITY CLERK

Steven W. Jasinski  
TREASURER

ALDERMEN  
James N. Jasinski  
Sean McDermott  
Karen Michalczyk  
Scott Musillami  
Robert J. Pondelicek  
John Von Drasek

June 7, 2013

Mr. Robert Miller, 9-1-1 Operations Manager  
AT&T 9-1-1 Public Safety  
4918 W. 95<sup>th</sup> Street  
Oak Lawn, IL 60453

Dear Mr. Miller:

This letter is to confirm our intent to enter into a contractual agreement with Southwest Central Dispatch Center for dispatching services. All 9-1-1 calls for this community will be routed to the Southwest Central Dispatch Center which is located at 7611 College Drive, Palos Heights, Illinois 60463 once approval is granted from the Illinois Commerce Commission.

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,

Ed Krzeminski, Mayor  
City of Countryside

## **NARRATIVE STATEMENT**

Southwest Central Dispatch Center has entered into a contractual agreement with The City of Countryside and the City of Countryside Emergency Telephone System Board (ETSB) to provide dispatch services.

The City of Countryside has adopted ordinance(s) amending Ordinance 90-45-O of the City Code relative to its Emergency Telephone System Board.

The current City of Countryside PSAP located at The Countryside Police Department, 5550 East Avenue, Countryside, Illinois 60525, will be closed on or before August 1, 2013.

The City of Countryside and Southwest Central Dispatch Center are both served by AT&T as their 9-1-1 system provider. Wireline 9-1-1 calls from the City of Countryside will be routed on AT&T's Elk Grove Village trunk lines to the Southwest Central Dispatch Center PSAP. AT&T advises that the Elk Grove Village trunks installed at Southwest Central Dispatch Center PSAP are adequate to handle the additional call volume from the City of Countryside. Wireless 9-1-1 calls will be routed on AT&T's Elk Grove Village router trunk lines that are also currently in place and are adequate to handle the additional call volume from the wireless 9-1-1 sites located in the City of Countryside.

The back-up for Southwest Central Dispatch is as follows;

Alsip Police Department  
4500 W. 123<sup>rd</sup> Street  
Alsip, IL 60515

This location has adequate trunks capable of handling wireline and wireless 9-1-1 calls in the event 9-1-1 service is disrupted at Southwest Central Dispatch Center PSAP.

**City of Countryside  
9-1-1 General Information**

Current Date:	June 7, 2013
Proposed Modification Date:	August 1, 2013
Submitted by:	Mayor Ed Krzeminski
Modification of an Existing System ICC Docket #	92-0263
Total Population Served:	5,895
Total Access Lines:	4,940
Total Land Area Covered:	4 square miles

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

Joseph G. Ford  
Chief of Police  
5550 East Avenue  
Countryside, IL 60525  
708-352-2171









**CITY OF COUNTRYSIDE**

**ORDINANCE 12- 66 -O**

**ORDINANCE OF THE CITY COUNCIL, CITY OF COUNTRYSIDE  
AUTHORIZING THE PARTICIPATION BY THE  
CITY OF COUNTRYSIDE IN A PUBLIC SAFETY  
COMMUNICATIONS SYSTEM WITH SOUTHWEST CENTRAL  
DISPATCH**

**WHEREAS**, the Mayor and City Council of the City of Countryside, Cook County, Illinois, have determined that it is in the best interests of the City of Countryside to participate in the joint and mutual operation of a centralized public safety communications system; and

**WHEREAS**, Southwest Central Dispatch is an intergovernmental cooperation association, created pursuant to Article VII, Section 10, of the 1970 Constitution of the State of Illinois and 5 ILCS 220/1 *et seq.*, which provide for the joint and mutual operation of a centralized public safety communications system; and

**WHEREAS**, the Mayor and City Council of the City of Countryside have determined that it is in the best interests of the City to participate in and become a member of Southwest Central Dispatch; and

**WHEREAS**, the signatories hereto have determined that there is a need by local governments within Southwest Cook County, Illinois, for a centralized public safety communications system; and

**WHEREAS**, it has been determined by such signatories that public safety communications is of value on an individual and mutual basis; and

**WHEREAS**, a centralized public safety communications system can adequately serve the needs of all such signatories.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Countryside as follows:

**SECTION 1:** That the City of Countryside is hereby authorized to participate in and become a member of Southwest Central Dispatch subject to the provisions of that certain Agreement entitled, "Joint Public Safety Agreement - Southwest Central Dispatch", attached hereto as Exhibit "A" and made a part hereof, and the By-Laws adopted pursuant thereto, as amended on October 17, 2012.

**SECTION 2:** That the Mayor and City Clerk be and the same are hereby authorized and directed to execute on behalf of said City said "Joint Public Safety Agreement - Southwest Central Dispatch" in the form attached hereto as Exhibit "A".

**SECTION 3:** That the City of Countryside agrees to be bound by all of the terms and provision of the “Joint Public Safety Agreement - Southwest Central Dispatch” and the By-Laws adopted pursuant thereto, as the same are amended from time to time until such time as said membership is terminated in accordance with the provisions of said Agreement and By-Laws.

**SECTION 4:** That the City of Countryside, shall conform to all the requirements of Section 3.3. of Southwest Central Dispatch By-Laws, and specifically accepts its allocable portion of all existing and future debts and liabilities of Southwest Central Dispatch, including but not limited to, those costs set out in Article Eight of Southwest Central Dispatch By-Laws.

**SECTION 5:** The City of Countryside acknowledges and agrees that no employee of Southwest Central Dispatch shall be considered for any reason to be an employee of the City of Countryside. Southwest Central Dispatch shall exercise all control over the terms and conditions of employment for its employees, including but not limited to the authority to hire, evaluate, promote, discipline, set work rules, establish personnel policies and procedures relating to wages, hours, and benefits, and approve a budget. The City of Countryside shall not maintain any direct or independent control over any aspect of employee terms and conditions of employment.

**SECTION 6:** This Ordinance shall not be held to repeal a former ordinance as to any offense committed against the former ordinance or as to any act done, any penalty, forfeiture or punishment so incurred, or any right accrued or claim arising under the former ordinance, or in any way whatsoever affect any such offense or act so committed or so done, or any penalty, forfeiture or punishment so incurred to any right accrued to claims arising before this Ordinance takes effect, save only that the proceedings thereafter shall conform to the ordinance in force at the time of such proceedings, as far as practicable.

**SECTION 7:** That if any part or parts of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of the remaining parts of this Ordinance. The City Council declare hereby that they would have passed the remaining parts of this Ordinance, if they had known that such part or parts thereof would be declared unconstitutional.

**SECTION 8:** The City Clerk of the City of Countryside is directed hereby to publish this Ordinance in pamphlet form.

**SECTION 9:** This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form.

AYES: Jasinski, McDermott, Michalczyk, Musillami, Pondelicek, Von Drasek

NAYS: None

ABSENT: None

ADOPTED this 24<sup>th</sup> day of October, 2012.

APPROVED by me the same date as adopted.

Edward Krzeminski /s  
Mayor

ATTEST:

(SEAL)

Sharon Sweeney /s  
City Clerk

Published in pamphlet form by order of the  
City Council this 25<sup>th</sup> day of October, 2012.

Sharon Sweeney /s  
City Clerk

EXHIBIT "A"

**JOINT PUBLIC SAFETY AGREEMENT  
SOUTHWEST CENTRAL DISPATCH**

THIS AGREEMENT, entered into on the effective date hereinafter set forth, by and between the local governments signatory hereto (and also those which may hereinafter become signatory hereto):

**WITNESETH:**

**WHEREAS**, the signatories hereto have determined that there is a need by local governments within Cook, DuPage and Will Counties, Illinois, for a centralized public safety communications system; and

**WHEREAS**, it has been determined by such signatories that public safety communications is of value on an individual and mutual basis; and

**WHEREAS**, a centralized public safety communications system can adequately serve the needs of all of such signatories; and

**WHEREAS**, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes joint exercise by two or more local governments of any power common to them; and

**WHEREAS**, it is the desire of the signatories hereto to jointly provide for and maintain a centralized public safety communications system for their mutual advantage and concern;

**NOW, THEREFORE**, for and in consideration of the promises, the mutual advantages to be derived there from and in consideration of the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. VENTURE ESTABLISHED

Pursuant to the joint powers authorization of the Illinois Constitution, the undersigned to hereby federate together in a cooperative venture for the joint and mutual operation of a centralized public safety communications system, to be known as "Southwest Public Safety Communications" hereinafter designated as Southwest Central Dispatch which shall consist of all of the local governments signatory hereto (and also those local governments which may hereinafter become signatory hereto).

2. BY-LAWS

Southwest Central Dispatch shall be subject to and shall be governed by these certain By-Laws, a copy of which is attached hereto as Exhibit "A" and by this reference made a part of this agreement, together with any amendments which may be made to said By-Laws in the manner and means therein set forth.

3. SOUTHWEST CENTRAL DISPATCH PARTICIPATION

Each local government to this joint public safety communications system (and each local government which may hereafter sign this Agreement, after approval as required by the By-Laws, provided such local governments are eligible to participate pursuant to said By-Laws) is a member of Southwest Central Dispatch and is entitled to the rights and privileges and is Subject to the obligations of membership, all as provided in said By-Laws.

4. TERMINATION

Any party to this Agreement may cease to be a party hereto and may withdraw participation in Southwest Central Dispatch in the manner and means set forth in said By-Laws.

5. POWERS OF THE SYSTEM

Southwest Central Dispatch shall have the power in its own name, to make and enter into contracts, to employ agents and employees, to acquire, hold and dispose of property, real and personal, and to incur debts, liabilities or obligations necessary for the accomplishment of its purposes, but no such contract, employment, purchase, debt, liability, or obligation shall be binding upon or obligate any member except as authorized by the attached By-Laws. Southwest Central Dispatch shall not have the power of eminent domain or the power to levy taxes.

6. AMENDMENT

This agreement may not be amended, except by written agreement and resolution of all the ten parties to it, provided, however, the By-Laws attached hereto as Exhibit "A" may be amended from time to time by the method and means provided therein.

7. DURATION

This Agreement and Southwest Central dispatch shall continue in effect until rescinded by consent of two-thirds of the then parties or until terminated in the manner provided in said By-Laws. Upon such termination, the assets remaining shall be disposed of in the manner set forth in said By-Laws.

8. ORDINANCE AUTHORIZING

Prior to execution of this Agreement, each member shall deliver to the other a certified copy of an Ordinance authorizing and directing the execution of the Agreement.

9. EFFECTIVE DATE

This agreement shall become effective when signed by all the participating signatories (as listed below).

**IN WITNESS WHEREOF**, the undersigned local governments have set their signatures on the respective dates set forth below. This document may be signed in duplicate originals.

CITY OF COUNTRYSIDE

By: Ed Krzeninski  
Ed Krzeninski, Mayor

ATTEST:

Sharon Sweeney  
Sharon Sweeney, City Clerk

Date: 11-21-12

## AGREEMENT

This Agreement is entered into between the City of Countryside ("Countryside") and Southwest Central Dispatch ("SWCD") (Countryside and SWCD sometimes hereinafter referred to individually as a "Party" and collectively as "Parties");

Whereas, Countryside applied to become a new member of SWCD and a new contract member of Southwest Central 9-1-1 System ("SWC911"), in accordance with the applicable By-Laws of SWCD and SWC911; and,

Whereas, Countryside requested that SWCD's Board of Directors approve certain incentives for Countryside's membership in accordance with Section 3.2A of SWCD's By-Laws, those incentives being set out in a certain Countryside letter dated October 30, 2012, a copy of which is attached hereto; and,

Whereas, as required by Section 3.2A of SWCD's By-Laws, Countryside has agreed not to deliver to SWCD an effective notice of withdrawal as a member of SWCD, as defined in Article 11 of SWCD's By-Laws, until two years after it has paid the full assessment required to be paid by SWCD's members for a period of two years; and,

Whereas, Countryside acknowledges and agrees that Article 3 of SWCD's By-Laws requires a new member to conform to the requirements of Article 3 in order to become a new member; and,

Whereas, Countryside passed its Ordinance 12-66-O, on October 24, 2012, agreeing to be bound by the terms and provisions of the SWCD's Joint Public Safety Agreement and the By-Laws of SWCD, as amended; and,

Whereas, on January 16, 2013, SWCD's Board of Directors conditionally approved Countryside's request to become a new member and conditionally accepted Countryside as a new member in accordance with SWCD's By-Laws, as amended, and approved the incentives requested by Countryside in its October 30, 2012, letter; and, in addition, on January 16, 2013, SWC911's Board of Directors conditionally approved Countryside's request to become a contract member of SWC911 and conditionally accepted Countryside as a new contract member in accordance with SWC911's By-Laws, as amended; the conditions to be satisfied for membership in SWCD and contract membership in SWC911 being: (1) entering into this Agreement, (2) providing all documents, agreements, and payments required in accordance with SWCD's and SWC911's respective By-Laws, (3) paying all costs required by SWCD's and SWC911's By-laws for membership in SWCD and contract membership in SWC911, and (3) the approval of the Illinois Commerce Commission; and,

Now, therefore, in consideration of SWCD's and SWC911's conditional acceptance of Countryside as a member and contract member, the mutual covenants and agreements contained herein, other valuable consideration hereby acknowledged as received by Countryside, the Parties intending to be bound by this Agreement, and, in accordance with the requirements of SWCD's and SWC911's respective By-Laws, the Parties agree as follows:

1. The foregoing Recitals are incorporated herein and made a part of this Agreement, and the Parties agree that this Agreement shall be interpreted in accordance with said Recitals.

2. Countryside agrees it will provide SWCD and SWC911 all documents, agreements, and payments necessary to conform to SWCD's and SWC911's respective By-Laws for a new member and new contract member.

3. SWCD agrees to permit Countryside to pay reduced assessments in accordance with Countryside's request referenced in its October 30, 2012, letter, to wit: a 50% discount in Countryside's assessments for the first full year of membership in SWCD and a 25% discount in Countryside's assessments for the second full year of membership in SWCD. Thereafter, in the third and all subsequent years, Countryside shall pay 100% of Countryside's assessments, said reductions in the first two years to be conditioned upon Countryside complying with all its other obligations set forth in this Agreement, including but not limited to paragraph 4 of this Agreement.

4. Countryside agrees that it will **not** deliver to SWCD an effective notice of withdrawal, as defined in Article 11 of SWCD's By-Laws or deliver to SWC911 a notice to terminate any of the agreements with SWC911 to provide 9-1-1 services (Countryside/SWC911 Agreements") earlier than May 1, 2017, or four years from the date Countryside pays its first reduced assessment to SWCD, whichever date is later, and that any delivery of a notice of withdrawal from SWCD or notice of termination of the Countryside/SWC911 Agreements prior to May 1, 2017, or four years from the date Countryside pays its first reduced assessment, as appropriate, will be deemed null and void, unless SWCD and SWC911, in their sole discretion, upon receipt from Countryside of a notice of withdrawal from SWCD **and** a notice of termination of the Countryside/SWC911 Agreements prior to May 1, 2017, or four years from the date Countryside pays its first reduced assessment to SWCD, as appropriate, thereafter deliver written notice to Countryside that SWCD will accept Countryside's notice of withdrawal from SWCD and SWC911 will accept Countryside's notice of termination of the Countryside/SWC911 Agreements delivered prior to May 1, 2017, or four years from the date Countryside pays its first reduced assessment to SWCD, as appropriate, in which case, Countryside's notice will be deemed an effective notice of withdrawal within the meaning of Article 11 of SWCD's By-Laws and Countryside's notice of termination of the Countryside/SWC911 Agreements shall be deemed an effective notice of termination as set forth in the Countryside/SWC911 Agreements

and Countryside shall be allowed to withdraw from SWCD in accordance with the dictates of Article 11 of SWCD's By-Laws and terminate the Countryside/SWC911 Agreements in accordance with the provisions of those agreements. Countryside acknowledges and agrees that in the event Countryside does for any reason withdraw from SWCD and/or terminate the Countryside/SWC911 Agreements prior to May 1, 2018, or five years from the date Countryside pays its first reduced assessment to SWCD, whichever date is later, in the absence of SWCD's and SWC911's notice that they will accept Countryside's premature notices of withdrawal from SWCD and termination of the Countryside/SWC911 Agreements filed prior to May 1, 2017, or four years from the date Countryside pays its first reduced assessment to SWCD, as appropriate, Countryside shall immediately thereafter be obligated to pay SWCD, within 30 days after Countryside's effective date of withdrawal, the difference between the amount of the assessments which would have been paid by Countryside in accordance with SWCD's By-Laws absent the reductions approved by SWCD and the amount of the assessments actually paid by Countryside while it was a member of SWCD and contract member of SWC911, and, in addition, Countryside shall at all times be obligated to pay SWC911 the wireline and wireless surcharge funds due SWC911 in accordance with the Countryside/SWC911 Agreements until SWC911 actually ceases providing 9-1-1 services to Countryside.

5. Countryside represents and warrants Countryside is not now and will not during its membership with SWCD be responsible for any alarms of any kind or nature, including but not limited to ADT alarms, which SWCD/SWC911 will be required to receive and/or provide dispatching services.

6. In the event Countryside fails to perform its obligations and promises as set out in this Agreement, Countryside shall be in default, and, in addition to any and all other remedies which SWCD may have against Countryside in law or equity, Countryside shall be liable to SWCD for all costs and expenses incurred by SWCD in enforcing its rights hereunder, including, without limitation, court costs and reasonable attorney fees.

7. The persons signing this Agreement on behalf of Countryside represent and warrant they have actual authority from Countryside to execute this Agreement and bind Countryside to the provisions of this Agreement and, further, that all procedures required to be fulfilled by applicable laws to grant actual authority to the persons signing this Agreement to bind Countryside have previously been satisfied.

8. This Agreement shall be interpreted in accordance with the laws of the State of Illinois.

9. This Agreement shall be deemed to have been drafted by both Parties, and the rule of law that a contract shall be construed strictly against the drafter of the contract shall not apply to this Agreement.

10. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes any and all prior contracts, whether oral or written, between the Parties hereto with respect to the subject matter hereof. This Agreement shall only be modified by a written amendment signed by all the Parties.

11. Any notice required by this Agreement shall be in writing and delivered to the Party or Parties to receive notice by personal delivery or U.S. certified mail, return receipt requested. Personal service shall be effective upon delivery, and service by mail shall be effective when received or four days after mailing, whichever is sooner.

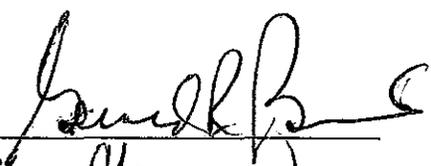
12. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one document. Each of the Parties agrees that facsimile copies or electronic copies of the original signature of any Party shall be sufficient to evidence such Party's execution and delivery of this Agreement.

13. This Agreement shall become effective on the latest date the Agreement is signed by either Party.

14. This Agreement consists of four pages, including this signature page.

Southwest Central Dispatch

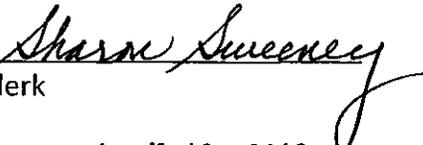
City of Countryside

By:   
Title: Chairman

By:   
Mayor

Date signed: 4/29/13

Date signed: April 10, 2013

Attest:   
Clerk

Date signed: April 10, 2013

**CONTRACT BETWEEN SOUTHWEST CENTRAL 9-1-1- SYSTEM AND THE  
CITY OF COUNTRYSIDE EMERGENCY TELEPHONE SYSTEM BOARD  
WITH THE CITY OF COUNTRYSIDE AS A DIRECT THIRD PARTY  
BENEFICIARY FOR ENHANCED 9-1-1- EMERGENCY TELEPHONE SERVICE**

**THIS AGREEMENT** is made and entered into between the CITY OF COUNTRYSIDE EMERGENCY TELEPHONE SYSTEM BOARD (hereinafter "COUNTRYSIDE ETSB"), created pursuant to the Illinois Emergency Telephone Act, and SOUTHWEST CENTRAL 9-1-1 SYSTEM, an intergovernmental cooperation association and an emergency telephone system board (hereinafter "SWC911") with the CITY OF COUNTRYSIDE as a direct third party beneficiary (COUNTRYSIDE ETSB, SWC911 and CITY OF COUNTRYSIDE sometimes herein referred to individually as a "Party" and collectively as "Parties").

**WHEREAS**, Section 15.3 of the Emergency Telephone Act (50 ILCS 750/15.3) provides that municipalities are authorized to pass an ordinance to impose a monthly surcharge imposed on billed subscribers of network connection provided by telecommunication carriers engaged in the business of transmitting messages by means of electricity originating within the corporate limits of the municipality for the purpose of installing or improving a 9-1-1 Emergency Telephone Service; and

**WHEREAS**, the voters of the CITY OF COUNTRYSIDE previously approved a referendum to allow the COUNTRYSIDE ETSB to impose a monthly surcharge on billed subscribers of network connection provided by telecommunication carriers for purposes of installing or improving a 9-1-1 Emergency Telephone Service; and thereafter COUNTRYSIDE ETSB imposed a monthly surcharge on billed subscribers of network connection provided by telecommunication carriers from the residents of the CITY OF COUNTRYSIDE and deposits said surcharge funds with the COUNTRYSIDE ETSB; and

**WHEREAS**, CITY OF COUNTRYSIDE has become a member of Southwest Central Dispatch, an intergovernmental cooperation association (hereinafter "SWCD") which provides combined public safety telecommunications to its members and will provide public safety telecommunications for CITY OF COUNTRYSIDE's Police Department and, because CITY OF COUNTRYSIDE has become a member of SWCD, SWC911 has agreed to enter into this Contract with COUNTRYSIDE ETSB with CITY OF COUNTRYSIDE as a direct third party beneficiary. The Parties acknowledge SWCD and SWC911 are separate and distinct intergovernmental cooperation associations; and

**WHEREAS**, COUNTRYSIDE ETSB is desirous of obtaining enhanced 9-1-1 emergency telephone service from SWC911 on behalf of the CITY OF COUNTRYSIDE's Police Department.

**NOW, THEREFORE**, based upon the mutual covenants and promises of each Party set out in this Contract, and other valuable consideration hereby acknowledged as received by each party from the other, the Parties agree as follows:

1. The Parties acknowledge and agree that the aforesaid Recitals shall be incorporated into this Contract and the Contract shall be interpreted in accordance with said Recitals.

2. **E-9-1-1 SERVICE**

SWC911 shall provide enhanced 9-1-1 emergency telephone service to the CITY OF COUNTRYSIDE and all of its residents within the boundaries of the CITY OF COUNTRYSIDE pursuant to the terms of this Contract. For purposes of this Contract, Enhanced 9-1-1- Emergency Telephone Service shall include, but it is not necessarily limited to, an Enhanced 9-1-1 System with ANI (Automatic Number Identification) and ALI (Automatic Location Identification) and Selective Routing, along with all equipment necessary for compliance with the provisions of 83 Illinois Administrative Code, Part 725, Standards of Service Applicable to 9-1-1 Emergency Systems as now enacted or as hereafter amended.

3. The Parties acknowledge and agree their intention that the COUNTRYSIDE ETSB shall not be a member of SWC911, but, shall become a contract member of SWC911 in accordance with SWC911's By-Laws. In accordance with this Contract and SWC911's By-Laws, SWC911 will provide to COUNTRYSIDE ETSB the same services and equipment that it provides to the members of Southwest Central 9-1-1 System. Any equipment provided to COUNTRYSIDE ETSB shall remain the property of SWC911 and be maintained by SWC911. This Contract is for enhanced wire line (and not wireless) 9-1-1 Emergency Telephone Service only and neither CITY OF COUNTRYSIDE nor COUNTRYSIDE ETSB shall obtain any interest in SWC911, its equipment, or other assets. In the event SWC911 determines it will purchase equipment after the effective date of this Contract to provide enhanced 9-1-1 Emergency Telephone Service to its members and contract members, COUNTRYSIDE ETSB shall be requested to pay a percentage of the cost of said equipment. The aforesaid percentage shall be calculated by dividing the number of access lines utilized by COUNTRYSIDE ETSB as of a certain date by the total number of access lines utilized by all members and contract members of SWC911 as of the same date. In the event COUNTRYSIDE ETSB shall decline to pay a percentage of the costs of the equipment as aforesaid, then this Contract shall terminate in accordance with paragraph 11 below.

4. **SURCHARGE**

As of the date SWC911 actually begins providing enhanced 9-1-1 Emergency Telephone Service to the residents of CITY OF COUNTRYSIDE, COUNTRYSIDE ETSB hereby agrees to transfer a portion of the surcharge funds it collects, pursuant to the monthly surcharge imposed on billed subscribers of network connection provided by telecommunication carriers pursuant to the aforesaid referendum approved by the voters of CITY OF COUNTRYSIDE. COUNTRYSIDE ETSB shall remit to SWC911, on a monthly basis for payment for 9-1-1 emergency telephone services provided to CITY OF COUNTRYSIDE, \$.16 cents per month for each access line of each billed subscriber of network connection provided by telecommunications carriers within the City of Countryside.

COUNTRYSIDE ETSB shall furnish SWC911 a copy of the "9-1-1 Emergency Service Surcharge Return Form" received monthly from AT&T and any and all alternative local exchange carriers, along with the transmittal of funds to SWC911's Board.

SWC911 shall not be responsible for an audit of the funds collected by the COUNTRYSIDE ETSB, and a copy of any and all audits performed on behalf of COUNTRYSIDE ETSB shall be furnished to SWC911.

5. **COMPUTATION OF SURCHARGE**

Computation of the funds collected pursuant to the monthly surcharge imposed on billed subscribers of network connection telecommunications carriers in the City of Countryside shall be based on the number of access lines in the City of Countryside as set forth in the monthly statements of surcharge revenues the CITY OF COUNTRYSIDE receives from each Telecommunications Carrier for each month SWC911 provides the E9-1-1 services. Said computations and modifications shall be updated to include any and all annexations to the CITY OF COUNTRYSIDE and SWC911 shall be paid that portion of the surcharge funds due SWC911, as set out in paragraphs 3 and 4 above, from the surcharge funds collected from annexed areas as soon as the surcharge funds are collected by COUNTRYSIDE ETSB from said annexed areas.

6. No wireless 9-1-1 service will be provided by SWC911 pursuant to this Contract. If wireless 9-1-1 services are to be furnished to CITY OF COUNTRYSIDE, such services shall be provided by a separate contract with provisions acceptable to the CITY OF COUNTRYSIDE, COUNTRYSIDE ETSB, and SWC911.

7. **MASTER STREET ADDRESS GUIDE**

COUNTRYSIDE ETSB shall be responsible for maintenance of the master street address guide (MSAG) for CITY OF COUNTRYSIDE.

8. **SBC MONTHLY LINE CHARGE AND INITIAL INSTALLATION COST**

COUNTRYSIDE ETSB shall be responsible for payment of all 9-1-1 costs, charges, and fees imposed by AT&T on account of access lines and additional trunk lines pertaining to CITY OF COUNTRYSIDE, as well as any other costs, charges or fees imposed by AT&T as installation costs related to access lines or additional trunk lines pertaining to CITY OF COUNTRYSIDE.

9. **THIRD PARTY BENEFICIARY**

SWC911, COUNTRYSIDE ETSB, and CITY OF COUNTRYSIDE shall be governed by and comply with the terms of this Contract, and the Parties agree to take whatever action may be necessary to be so governed and bound by this Contract and to comply with the terms of this Contract. CITY OF COUNTRYSIDE shall be a direct third party beneficiary hereto.

10. **TERM**

The term of this Contract shall be concurrent with the membership of CITY OF COUNTRYSIDE in SWCD unless this Contract is terminated sooner in accordance with the provisions of this paragraph 10 and/or paragraph 11 set out below. In the event the CITY OF COUNTRYSIDE ceases to be a member of SWCD, this Contract shall be deemed null and void as of the effective date of CITY OF COUNTRYSIDE's effective date of withdrawal from SWCD in accordance with SWCD's By-Laws. All monies due and owing SWC911 shall be paid until the date certain upon which the CITY OF COUNTRYSIDE is no longer receiving E-9-1-1 dispatch service from SWC911.

11. **CANCELLATION AND TERMINATION**

This Contract may be cancelled by any Party for any reason or no reason at all upon one year written notice to the other Parties. Said written notice shall be either delivered personally or mailed by certified mail, return receipt requested, to the Parties at their addresses as set out in paragraph 12 of this Contract (or amended address as provided for in paragraph 12).

In addition, in the event SWC911 delivers written notice to COUNTRYSIDE ETSB and CITY OF COUNTRYSIDE, delivered in accordance with paragraph 12 below, that COUNTRYSIDE ETSB is requested by SWC911 to pay a percentage of the cost of equipment to be purchased by SWC911 to provide enhanced 9-1-1 Emergency Telephone Service to its members and contract members, said percentage to be calculated as set out in paragraph 3 above (hereinafter "notice to pay"), said notice to pay shall also constitute SWC911's notice to terminate this Contract unless COUNTRYSIDE ETSB timely pays the amount due for the equipment, and if COUNTRYSIDE ETSB fails to timely pay the amount due for the equipment, then this Contract shall terminate and become null and void one year from the date the notice to pay was delivered to COUNTRYSIDE ETSB and CITY OF COUNTRYSIDE. All monies due and owing SWC911 shall be paid until the date certain upon which the CITY OF COUNTRYSIDE is no longer receiving E-9-1-1 dispatch service from SWC911.

12. **NOTICES**

All notices under this Contract from one Party to one or both of the other Parties shall be in writing and be personally delivered or mailed by certified mail, return receipt requested, to the address listed below. In the case of mailing, the date of mailing shall be deemed the effective date of notice under this Agreement:

City of Countryside Emergency Telephone System Board  
5550 East Avenue, Countryside, IL 60525

City of Countryside  
City Clerk  
5550 East Avenue, Countryside, IL 60525

Southwest Central 9-1-1 System  
ATTN: Director William D. Shanley  
7611 West College Drive  
Palos Heights, IL 60463

Any Party may change the address it desires to receive notices under this Contract by notifying the other Parties in writing either by personal delivery of notice or by mailing said notice by certified mail, return receipt requested.

13. **EFFECTIVE DATE**

This Contract shall be effective when signed by COUNTRYSIDE ETSB, CITY OF COUNTRYSIDE, and SWC911. This Contract may be modified only upon the consent of COUNTRYSIDE ETSB, CITY OF COUNTRYSIDE and SWC911. In order for said modification to be effective, said modification must be in writing and signed by an authorized representative of COUNTRYSIDE ETSB, an authorized representative of CITY OF COUNTRYSIDE, and an authorized representative of SWC911. SWC911 shall only be obligated to provide 9-1-1 emergency telephone service to CITY OF COUNTRYSIDE, as required by this Contract, once the installation of necessary equipment and lines has been accomplished.

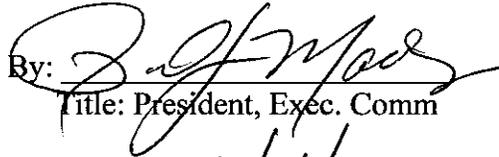
Notwithstanding any provision in this Contract to the contrary, the Parties acknowledge and agree that SWC911 shall not be bound to the terms of this contract unless and until the Contract is approved by SWC911's Board and the Contract is actually signed by an authorized representative of SWC911.

14. This Contract may be signed in duplicate originals.
15. This Contract constitutes the entire agreement among the Parties with regard to the subject matter thereof and supersedes any and all prior written or oral agreements or understandings with regard to the subject matter of this Contract.
16. The Parties acknowledge and agree that this Contract was drafted by all Parties and therefore the rule of law that the provisions of a contract shall be construed against the party who drafted the contract and in favor of the parties who did not draft the contract shall not apply to this Contract.

**IN WITNESS WHEREOF**, the undersigned parties caused this Contract to be duly executed on the dates indicated below, and attached herewith is a copy of the resolution of COUNTRYSIDE ETSB authorizing the signing official to execute this Contract, and a copy of the resolution of the CITY OF COUNTRYSIDE authorizing the signing official to execute this Contract. Also attached is the resolution of SWC911's Board authorizing the President and Secretary of SWC911's Committee to execute this Contract.

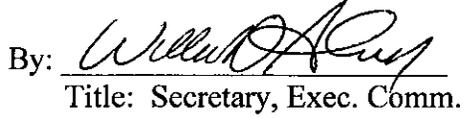
This Contract consists of six (6) pages including this signature page:

SOUTHWEST CENTRAL 9-1-1 SYSTEM

By:   
Title: President, Exec. Comm

Date signed: 12/4/12

Attest:

By:   
Title: Secretary, Exec. Comm.

Date signed: 6-5-13

COUNTRYSIDE EMERGENCY TELEPHONE SYSTEM BOARD

By:   
Title: Chairman

Date signed: 12/4/12

Attest:

By:   
Title: Secretary

Date signed: 12-4-12

CITY OF COUNTRYSIDE

By:   
Title: Mayor

Date signed: 12/3/12

Attest:

By:   
Title: City Clerk

Date signed: 12/3/12

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE CITY OF COUNTRYSIDE EMERGENCY TELEPHONE SYSTEM BOARD,  
THE CITY OF COUNTRYSIDE AND SOUTHWEST  
CENTRAL 9-1-1 SYSTEM FOR WIRELESS EMERGENCY 9-1-1 SERVICES**

This Agreement is made and entered into among the City of Countryside Emergency Telephone System Board of the City of Countryside (hereinafter "Countryside ETSB"), the City of Countryside (hereinafter "City") and Southwest Central 9-1-1 System, an intergovernmental cooperation association and emergency telephone system board (hereinafter "SWC911") (Countryside ETSB, City of Countryside, and SWC911 sometimes herein being referred to individually as a "Party" and collectively as "Parties");

**Whereas**, 5 ILCS 220/3, provides:

Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be approved by the governing bodies of each party to the contract and except where specifically and expressly prohibited by law. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and,

**Whereas**, 5 ILCS 220/2 defines a public agency as follows:

Any unit of local government as defined in the Illinois Constitution of 1970, any school district, any public community college district, any public building commission, the State of Illinois, any agency of the State government or of the United States, or of any other State, any political subdivision of another State, and any combination of the above pursuant to an intergovernmental agreement which includes provisions for a governing body of the agency created by the agreement.

**Whereas**, 50 ILCS 751/1 et. seq., entitled the Wireless Emergency Telephone Safety Act (hereinafter Wireless Act), provides at section 15 (50 ILCS 751/15) that two or more emergency telephone system boards or qualified units of local government may, by virtue of an intergovernmental agreement, provide wireless 9-1-1 service within a certain jurisdictional boundary; and,

**Whereas**, the Countryside ETSB and the City of Countryside have previously entered into an intergovernmental contract with SWC911 for SWC911 to provide enhanced wire 9-1-1 emergency telephone service to the residents of the City of Countryside (hereinafter "Countryside/SWC911 wire 9-1-1 Contract"); and

**Whereas**, Countryside ETSB, the City of Countryside, and SWC911 have determined a need currently exists for SWC911 to receive and dispatch wireless 9-1-1 calls received from wireless

subscribers with a billing address (zip codes) within the geographical and/or jurisdictional boundaries of the City of Countryside; and

**Whereas**, 50 ILCS 751/20 of the Wireless Act creates the Wireless Service Emergency Fund as a special fund in the State treasury and that, subject to appropriation, moneys in the Wireless Service Emergency Fund may only be used for grants for emergency telephone system boards, qualified governmental entities, the Department of State Police, or for reimbursement of the Communications Revolving Fund for administrative costs incurred by the Department of Central Management Services related to administering the program. These grants may be used only for the design, implementation, operation, maintenance, or upgrade of wireless 9-1-1 or E9-1-1 emergency services and public safety answering points, and for no other purposes

**Whereas**, 50 ILCS 751/25 of the Wireless Act provides that the Illinois Commerce Commission (hereinafter ICC) shall, subject to appropriation, make monthly proportional grants to the appropriate Emergency Telephone System Board or qualified governmental entity based upon the United States Postal Zip Code of the wireless subscribers billing address.

Now, therefore, based upon the mutual covenants and promises of the Parties to this Agreement, it is agreed by the Parties that:

1. The aforesaid Recitals shall be incorporated into this Agreement and the Agreement shall be interpreted in accordance with said Recitals;
2. All 9-1-1 wireless calls received from wireless subscribers with a billing address (zip codes) within the geographical and jurisdictional boundaries of the City of Countryside will be answered by SWC911 and each such 9-1-1 call will be dispatched by SWC911;
3. All wireless surcharge moneys collected by ICC from wireless subscribers with a billing address (zip codes) within the geographical and jurisdictional boundaries of the City of Countryside as set forth in the Wireless Act and thereafter disbursed by ICC shall be remitted to City of Countryside or Countryside ETSB. The City of Countryside or the Countryside ETSB shall, within five (5) business days thereafter, forward the entire amount of surcharge moneys received from ICC to SWC911.
4. The term of this Agreement shall be concurrent with the term of the Countryside /SWC911 wire 9-1-1 Contract, and in the event the Countryside/SWC911 wire 9-1-1 Contract is terminated in accordance with the provisions set out in the Countryside/SWC911 wire 9-1-1 Contract, this Agreement shall also be terminated as of the effective date of termination of the Countryside/SWC911 wire 9-1-1 Contract. All moneys due and owing SWC911 shall be paid to SWC911 until the date certain upon which SWC911 is no longer receiving and dispatching 9-1-1 wireless calls from wireless subscribers with a billing address (zip codes) within the geographical and jurisdictional boundaries of the City of Countryside;

5. Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be cancelled and terminated by any Party for any reason or no reason at all upon one-year written notice to the other Parties. Said written notice shall be either delivered personally or mailed by certified mail, return receipt requested, to each party at its address set out in paragraph 6 of this Agreement (or amended address as provided for in paragraph 6). In the case of mailing, the date of mailing shall be deemed the date notice was tendered in accordance with this paragraph. All moneys due and owing SWC911 shall be paid until the date certain upon which SWC911 is no longer receiving and dispatching 9-1-1 wireless calls received from wireless subscribers with a billing address (zip codes) within the geographical and jurisdictional boundaries of the City of Countryside;
6. All notices under this Agreement from one Party to the other Party shall be in writing and be personally delivered or mailed by certified mail, return receipt requested, to the address listed below. In the case of mailing, the date of mailing shall be deemed the effective date of notice under this Agreement:

City of Countryside Emergency Telephone System Board  
5550 East Avenue, Countryside, IL 60525

City of Countryside  
City Clerk  
5550 East Avenue, Countryside, IL 60525

Southwest Central 9-1-1 System  
Attn: Director William D. Shanley  
7611 West College Drive  
Palos Heights, IL 60463

Any Party may change the address it desires to receive notices under this Agreement by notifying the other Parties in writing either by personal delivery of notice or by mailing said notice by certified mail, return receipt requested;

7. This Agreement may be modified only upon the consent of all Parties. In order for said modification to be effective, said modification must be in writing and signed by authorized representatives of Countryside ETSB, the City of Countryside, and SWC911. Notwithstanding any provision in this paragraph to the contrary, SWC911 shall not begin to receive and dispatch 9-1-1 wireless calls received from wireless subscribers with a billing address (zip codes) within the geographical and jurisdictional boundaries of City of Countryside as required by this Agreement until this Agreement is executed by all Parties and the installation of all necessary equipment has been accomplished;
8. Notwithstanding any provision in this Agreement to the contrary, in the event the City of Countryside ceases to be a member of Southwest Central Dispatch, this Agreement shall become null and void as of the effective date of City of

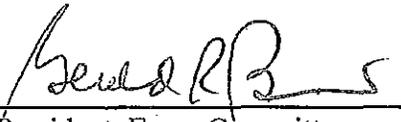
Countryside's withdrawal from SWCD. All monies due and owing SWC911 shall be paid until the date certain upon which the City of Countryside is no longer receiving E-9-1-1 dispatch service from SWC911;

9. This Agreement may be signed in duplicate originals;
10. This Agreement constitutes the entire agreement among the Parties with regard to the subject set forth in this Agreement and supersedes any and all prior written or oral agreements or understandings among the Parties with regard to the subject matter of this Agreement;
11. The Parties acknowledge and agree that this Agreement was drafted by all Parties and therefore the rule of law that the provisions of a contract shall be construed against the party who drafted the contract and in favor of the parties who did not draft the contract shall not apply to this Agreement;
12. In Witness Whereof, the undersigned Parties have caused this Agreement to be duly executed on the dates indicated below. Attached herewith is a copy of the respective resolutions of Countryside ETSB, City of Countryside, and SWC911 authorizing the officials signing this Agreement on behalf of each Party to execute this Agreement and bind each Party to the terms of this Agreement;
13. The effective date of this Agreement shall be the latest date signed by any Party to this Agreement as indicated below each Party's signature; and
14. Within sixty (60) days after the end of SWC911's fiscal year, SWC911 shall provide City of Countryside and the Countryside ETSB with copies of SWC911's uncertified financial statements issued by SWC911's accountants for the fiscal year. In addition, SWC911 shall provide the City of Countryside and the Countryside ETSB with a copy of any annual audits prepared on behalf of and at the direction of SWC911.

This Agreement consists of five (5) pages including the signature page which follows.

**SOUTHWEST CENTRAL 9-1-1 SYSTEM**

Attest:

By:   
Title: ~~President, Exec. Committee~~  
*Chairman*

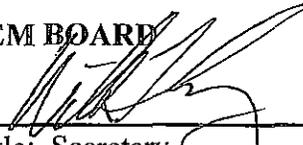
By:   
Title: Secretary, Exec. Comm.

Date signed: 4/22/13

Date signed: 4-29-13

**COUNTRYSIDE EMERGENCY TELEPHONE SYSTEM BOARD**

By:   
Title: Chairman

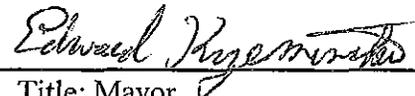
Attest:  
By:   
Title: Secretary.

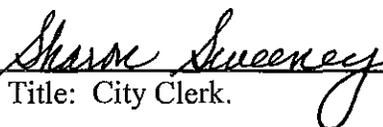
Date signed: April 11, 2013

Date signed: April 11, 2013

**CITY OF COUNTRYSIDE**

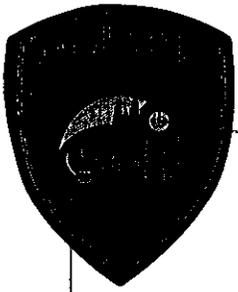
Attest:

By:   
Title: Mayor

By:   
Title: City Clerk.

Date signed: April 10, 2013

Date signed: April 10, 2013



# City of Countryside

## Police Department

JOSEPH G. FORD  
CHIEF OF POLICE

### City of Countryside / Village of Alsip Call Handling Agreement

**RECEIVED**

JUL 15 2013

Illinois Commerce Commission  
ENERGY DIVISION

July 3, 2013

### For 9-1-1 Emergency Communication

This agreement is made between the Public Safety Answering Point, PSAP, and the Village of Alsip, for the purpose of effectively handling and routing 9-1-1 emergency calls.

The Village of Alsip PSAP Center receiving a call for emergency services in our jurisdiction shall dispatch the call in the following manner:

**Primary: Telephone Transfer: via your Agency's Primary 9-1-1 Routing Number as identified by AT&T.**

**Secondary: Direct Dispatch via common radio interconnections: VHF 155.370, point-to-point; Or in the case of a Fire/EMS Agency, VHF 154.265, IFERN.**

This agreement shall provide that, 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.

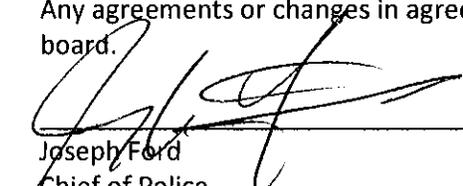
The legislative intent is that the 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to our agencies published phone number.

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

It shall be the responsibility of your agency to maintain the report of call, and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the Advisory and Policy Board.

Any agreements or changes in agreements and operating policies must be approved by the advisory board.

  
\_\_\_\_\_  
Joseph Ford  
Chief of Police  
Countryside Police Department

  
\_\_\_\_\_  
Christopher Radz  
Chief of Police  
Alsip Police Department

*"Business Oriented ... Citizen Friendly"*

SOUTHWEST CENTRAL DISPATCH  
 7611 W. COLLEGE DRIVE  
 PALOS HEIGHTS IL  
 CUTOVER DATE 3-25-92



RATE CENTER END OFFICE  
 A LINKS

CONTROL OFFICE

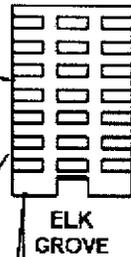
9-1-1 TRUNKS B LINKS

DATABASE ACCESS

<b>OAK LAWN DS0/PALOS PARK DS0</b>	
AT&T	12
G.L.C	
ALLEGIANCE	4
AT&T	16
CBeyond	4
Focal	8
FRONTIER	8
GLOBAL COM	2
IFVFI 3	2
MCI	2
McLEOD	4
MGC	2
MPOWER	2
PAETEC	4
XO.COM	4

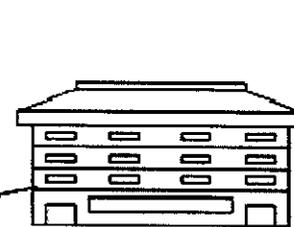
<b>HICKORY HILLS DS0</b>	
AT&T	5

<b>LA GRANGE DS0</b>	
AT&T	6
AT&T	4
Allegiance	2
Cbeyond	2
Focal	2
Frontier	2
GlobalCom	2
Level3	2
McLeod	4
M Power	2
Paetec	4
WorldCom	2
XO	2



(5) WIRELINE TRUNKS  
 7EMNC849801  
 7EMNC849802  
 7EMNC849803  
 7EMNC849804  
 7EMNC849805  
  
 7UGXR038640  
 MAKE BUSY

(2) WIRELESS TRUNKS  
 7EMNC207303  
 7EMNC207304  
  
 5CSNC051207  
 MAKE BUSY



7FDDZ694276-NORTHBROOK IL  
 3FDDZ694277-SOUTHFIELD MI

