INTRODUCTION

The following document provides the application for submitting a Consolidation Plan or Modified 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 Statewide 9-1-1 Administrator (Administrator) with the necessary information about your proposal for consolidation or modification of your 9-1-1 system.

Plans for Consolidations pursuant to 83 Ill. Adm. Code Part 1324:

The Emergency Telephone System Act ("ETSA" or "Act") (50 ILCS 750) Section 15.4a(b) states that by July 1, 2016, each county and/or 9-1-1 authority required to consolidate pursuant to this Section shall file a plan for consolidation. Section 1324.200 requires the plan to be filed electronically with the Department and the ICC for review and recommendations. Within 40 calendar days of receiving a consolidation plan, the Department will appoint an Administrative Law Judge (ALJ) to hold a hearing and to make a recommendation to the Advisory Board. Within 60 calendar days of receiving a consolidation plan, the Advisory Board shall hold a public hearing on the plan and provide a recommendation to the Administrator. Notice of the hearing shall be provided to the respective entity to which the plan applies. Within 90 calendar days of receiving a consolidation plan, the Administrator will provide a written decision to the applicant.

There are three categories of consolidations listed below. Please see the documents that need to be included with the filing of 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 ETSBs or multiple ETSBs resulting in the creation of a Joint ETSB and consolidation of individual PSAPs; and
3) Consolidation of PSAPs within an ETSB.

Consolidation Plans defined under categories 1) and 2) above, must file all documents included in this plan application electronically on the Department's website, have a hearing with an ALJ, have a public hearing with the Advisory Board and receive approval from the Administrator.

Consolidations Plans defined under category 3) above, are not required to formally submit a consolidation plan for approval by the Administrator pursuant to Section 1324.200c(3). The 9-1-1 authority must however, provide written notification to the Administrator documenting the change 10 days prior to making the change or by July 1, 2016, and submit it electronically to 911_tech_support@isp.state.il.us. The following documents must be included in this notification:

• 9-1-1 General Information;
• Verification;
• Plan Narrative statement that explains which PSAP is closing, the date of closure and which PSAP within their system those 9-1-1 calls will be rerouted to; and
• Revised Network Diagram.
**Plans for Modifications pursuant to 83 Ill. Adm. Code Part 1325:**

Any changes to a 9-1-1 system other than consolidation must be filed electronically on the Department's website. The Department and the ICC will provide recommendations to the Administrator. Modifications requiring Administrator approval include:

1) Changing boundaries that require an intergovernmental agreement between local governmental entities to exclude or include residents within the 9-1-1 jurisdiction;
2) Changing or adding a 9-1-1 system provider;
3) Changes in network configuration, except as provided for in subsection 1325.200h).

The following modifications need not be formally submitted to the Administrator for approval, however the 9-1-1 Authority must provide written notification to the Administrator at 911_tech_support@isp.state.il.us 10 business days prior to making the following changes pursuant to Section 1325.200h). The notification should include any revised agreements and network diagrams:

1) Permanent relocation of a PSAP or backup PSAP facility;
2) Reduction in 9-1-1 trunks from the selective router to the PSAP; or
3) Further reduction of PSAPs or ETSBs beyond consolidation as required by the Act.
# TABLE OF CONTENTS

**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 detailed summary 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**  
Contracts 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 Boundaries Agreements**  
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 shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

These agreements shall be made between the 9-1-1 Authority and all public safety agencies in a single 9-1-1 system and also between the adjacent public safety agencies in different systems whose jurisdictional boundaries are contiguous.

**Annual Agreement Renewal**

Pursuant to the ETSA, Section 15, states that copies of the annual certified notification of continuing agreement shall be filed prior to January 31 each year with the Attorney General and the Administrator. Call handling agreements must be certified annually for accuracy and copies of the annual continuing agreement must be filed with:

- Illinois Attorney General  
  Attn: 9-1-1 Files  
  500 South 2nd Street  
  Springfield, Illinois 62706

- Department of State Police  
  801 South 7th Street  
  Springfield, IL 62703

**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 database will be tested.
911 GENERAL INFORMATION

DATE: 03/15/2016

<table>
<thead>
<tr>
<th>Type of Change:</th>
<th>□ Consolidation within an ETSB</th>
<th>□ Joint ETSB</th>
<th>□ Unserved consolidation</th>
<th>□ Plan Modification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current System Name:</td>
<td>City of Des Plaines</td>
<td>Population Served</td>
<td>58,918</td>
<td>Land Area in Sq Miles</td>
</tr>
<tr>
<td>System Name after Consolidation:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PSAP EFFECTED:</th>
<th>Consolidation/ Remain Open</th>
<th>Decommission/ Close</th>
<th>Primary</th>
<th>Secondary</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Consolidation Plans Only)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:tdoherty@desplaines.org">tdoherty@desplaines.org</a></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General System Email: (if applicable):</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

911 System Contact: Tim Doherty
Street Address: 1418 Miner Street
City, State and Zip Code: Des Plaines, IL 60016
Office Telephone: (847) 391-5367
Cellular Telephone: (847).812-6452

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
VERIFICATION

I, William Kushner, first being duly sworn upon oath, depose and say that I am Chief of Police, of the City of Des Plaines; that I have read the foregoing plan 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.

[Signature]
William Kushner, Chief of Police

City of Des Plaines

Subscribed and sworn to before me

this 25 day of March, 2016.

[Signature]
Linda J. Engeriser
NOTARY PUBLIC, ILLINOIS

[Seal]
March 25, 2016

John Hunter, 9-1-1 Operations Manager
AT&T 9-1-1 Public Safety
4918 W. 95th Street, Floor 2
Oak Lawn, IL 60453

Dear Mr. Hunter,
This letter is to confirm our intent to modify our 9-1-1 system with the Wheeling Police Department, and add an unmanned backup at the City of Des Plaines, 1418 Miner Street, Des Plaines, IL 60016. Enclosed is your copy of our modification plan to be filed with the Department of Illinois State Police for approval. Thank you for your assistance in this matter.

Sincerely,

[Signature]
William Kushner
Chief of Police
City of Des Plaines

Enclosure: Modified Plan
# 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.

1. List the name and location of each PSAP, secondary PSAP, and backup PSAP. List the security for each location.
   - **PSAP** - Village of Wheeling Police Department - 1 Community Blvd, Wheeling, IL 60090
   - **Backup PSAP** - West Suburban Consolidated Dispatch Center - 400 Park Ave, River Forest, IL 60305
   - **Unmanned Backup** - 1420 Miner Street, Des Plaines, IL 60016

2. Do all of your PSAPs meet the security requirements in 1325.515? If no, explain below and include anticipated compliance date.
   - ☒ Yes
   - ☐ No

   **Plans submitted without this documentation will be rejected.**

3. Type of Radio/Telecommunications systems compatible with participating and adjacent agencies.
   - ☐ STARCOMM21
   - ☐ STARCOMM21 ITTF channels only
   - ☒ Other, explain below

   The Des Plaines Police Department uses the Cook County Radio system. We are compatible the other communities on the Cook County system and also have access to shared StarComm21 channels.

4. Will all PSAPs remaining after consolidation direct dispatch all emergency calls pursuant to section 1324.200b(3)?
   - ☐ Yes
   - ☒ No
   - ☐ N/A

5. Have you included maps to show the territory covered by the system, i.e., list town, counties, district, etc.?
   - ☐ Yes
   - ☒ No

   **Plans submitted without this documentation will be rejected.**

6. Have you included a listing of all telephone companies?
   - ☐ Yes
   - ☒ No

   **Plans submitted without this documentation will be rejected.**

---

8
<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>Note</th>
</tr>
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<tbody>
<tr>
<td>7. Have you included a copy of the intergovernmental agreement, ordinance, resolution and/or contracts?</td>
<td>☒</td>
<td></td>
<td>Plans submitted without this documentation will be rejected.</td>
</tr>
<tr>
<td>8. Have you included a list of participating and adjacent agencies?</td>
<td>☒</td>
<td></td>
<td>Plans submitted without this documentation will be rejected.</td>
</tr>
<tr>
<td>9. Have you included financial information?</td>
<td>☒</td>
<td></td>
<td>Plans submitted without this documentation will be rejected.</td>
</tr>
<tr>
<td>10. Public education.</td>
<td></td>
<td></td>
<td>This is an unserved county that will require public education.</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>(See attachment.)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>This is an existing 9-1-1 system(s) and does not require public education.</td>
</tr>
<tr>
<td>11. Training.</td>
<td>☒</td>
<td></td>
<td>This is an unserved county that will require training. (See attachment.)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>This is an existing 9-1-1 system(s) and does not require internal training/similar/ongoing training for any GIS annexation or change of policy from agencies served.</td>
</tr>
<tr>
<td>12. Use of TTY's and Training</td>
<td>☒</td>
<td></td>
<td>This is an unserved county that will require training. (See attachment.)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>This is an existing 9-1-1 system(s) and does not require internal training/similar/ongoing training for any GIS annexation or change of policy from agencies served.</td>
</tr>
<tr>
<td>13. Have you included call handling and aid outside jurisdictional boundary agreements?</td>
<td>☒</td>
<td></td>
<td>Plans submitted without this documentation will be rejected.</td>
</tr>
<tr>
<td>14. Have you included a new system diagram?</td>
<td>☒</td>
<td></td>
<td>Plans submitted without this documentation will be rejected.</td>
</tr>
<tr>
<td>14a. Does the new system diagram include all PSAP(s) and backup PSAP location(s)?</td>
<td>☒</td>
<td></td>
<td>Plans submitted without this documentation will be rejected.</td>
</tr>
<tr>
<td>15. Have rural residences been addressed for the database?</td>
<td>☒</td>
<td></td>
<td>Plans submitted without this documentation will be rejected.</td>
</tr>
<tr>
<td>15a. Explain all aspects of the database, i.e., how often is it updated, where is it located, etc.</td>
<td></td>
<td></td>
<td>No changes on this topic.</td>
</tr>
<tr>
<td>16. 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.</td>
<td></td>
<td></td>
<td>No changes on this topic.</td>
</tr>
</tbody>
</table>

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

(Provide a detailed summary of system operations for either a consolidation or modified plan. Also, if incorporating an NG9-1-1 solution, please include the additional items listed below pursuant to 1325.205b(12)).

1) Indicate the name of the certified 9-1-1 system provider being utilized.
2) Explain the national standards, protocols and/or operating measures that will be followed.
3) Explain what measures have been taken to create a robust, reliable and diverse/redundant network and whether other 9-1-1 Authorities will be sharing the equipment.
4) Explain how the existing 9-1-1 traditional legacy wireline, wireless and VoIP network, along with the databases, will interface and/or be transitioned into the NG9-1-1 system.
5) Explain how split exchanges will be handled.
6) Explain how the databases will be maintained and how address errors will be corrected and updated on a continuing basis.
7) Explain who will be responsible for updating and maintaining the data, at a minimum on a daily basis Monday through Friday.
8) Explain what security measures will be placed on the IP 9-1-1 network and equipment to safeguard it from malicious attacks or threats to the system operation and what level of confidentiality will be placed on the system in order to keep unauthorized individuals from accessing it.
Narrative Statement:

The City of Des Plaines PSAP is the Wheeling Police Department. When the plan was filed to make Wheeling our PSAP, I inadvertently forgot to include that we would like to include a dark back up center at the City of Des Plaines City Hall, 1420 Miner Street, Des Plaines, IL 60016. I am requesting our plan be amended to include this dark backup center.

Wheeling will continue to be our PSAP
West Suburban Consolidated Dispatch will Continue to be our Back Up Center
Add City of Des Plaines as dark back up center and change number of trunked 911 lines to 2 wireless and 2 land lines at the dark backup.

The City of Des Plaines has a large call volume that can be a strain for other back up centers to handle for a prolonged amount of time. The current back up center is West Suburban Consolidated Dispatch Center in River Forest, Illinois, and it over 30 minutes from the Village of Wheeling. In the time of an emergency and in the situation where the Wheeling Center is down for a long amount of time, it would be in the best interest to have Wheeling Dispatchers travel to Des Plaines and take over the call taking and dispatching from the dark backup, removing the strain on West Suburban Consolidated Dispatch as soon as possible. The dark backup in Des Plaines can handle the call taking and dispatching for the City of Des Plaines for as long as it takes to get the Village of Wheeling center back up and running.
FINANCIAL INFORMATION
(For Consolidation Plans)

Name of ETSB(s) that are being dissolved
____________________________________
____________________________________

Total Reserves to be transferred to the Joint ETSB
$________________________

$________________________

Dispatch Staff and Positions

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

______ Number of answering positions in the consolidated system

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

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

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

______ 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:

$________________________ ____ %

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

$________________________ ____ %

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:

$________________________ $0.00

If no cost savings in network please explain:

________________________________________

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FINANCIAL INFORMATION
(For Consolidation Plans) Cont.

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></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
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<td>$</td>
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<td>$</td>
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</tbody>
</table>

Other Consolidation Cost

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimated Amount (per year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>PSAP, CPE, CAD Equipment, logging recorders</td>
<td>$</td>
</tr>
<tr>
<td>MSAG and Mapping Development or changes</td>
<td>$</td>
</tr>
<tr>
<td>Radio Consoles</td>
<td>$</td>
</tr>
<tr>
<td>Construction or Remodel of PSAP</td>
<td>$</td>
</tr>
<tr>
<td>Personnel</td>
<td>$</td>
</tr>
<tr>
<td>Other (Please place total amount in the blank at the right and explain below).</td>
<td>$</td>
</tr>
</tbody>
</table>

Recurring and Nonrecurring Cost (per year)

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimated Amount (per year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated nonrecurring cost for consolidation</td>
<td>$</td>
</tr>
<tr>
<td>a) Recurring costs prior to consolidations (all entities)</td>
<td>$</td>
</tr>
<tr>
<td>b) Proposed recurring cost for consolidated system</td>
<td>$</td>
</tr>
<tr>
<td>c) Net change in recurring costs: a – b = c</td>
<td>$                         $ 0.00</td>
</tr>
</tbody>
</table>

Revenue (per year)

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimated Amount (per year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected surcharge revenue</td>
<td>$</td>
</tr>
<tr>
<td>Projected revenue from local governments</td>
<td>$</td>
</tr>
<tr>
<td>Projected revenue from other sources (grants)</td>
<td>$</td>
</tr>
<tr>
<td>Revenue in reserves</td>
<td>$</td>
</tr>
<tr>
<td>Total Revenue</td>
<td>$                         $ 0.00</td>
</tr>
</tbody>
</table>
FINANCIAL INFORMATION
(For Modified Plans)

Annual recurring 9-1-1 network costs prior to modification $54,453.36
Projected annual recurring 9-1-1 network costs after modification $56,685.36
Installation cost of the project $0.00
Anticipated annual revenues $0.00
FIVE YEAR STRATEGIC PLAN FOR CONSOLIDATION OR MODIFIED PLAN

(Provide a detailed summary of the proposed system's operation, including but not limited to, a five-year strategic plan for implementation of the consolidation or Modified plan with financial projections)

Narrative:

No change from previous plan.
## 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>City of Des Plaines</td>
<td>1420 Miner Street, Des Plaines, IL 60016</td>
</tr>
<tr>
<td>Village of Wheeling</td>
<td>2 Community Blvd, Wheeling, IL 60090</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 Agencies land area(s) in square miles and estimated population which will have access to the proposed 9-1-1 System. Do not forget to include County Sheriff's jurisdiction and Illinois State Police Districts. Each agency that appears on this list should also have signed a call handling agreement.

<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>City of Des Plaines Police/Fire</td>
<td>1418 Miner Street, Des Plaines, IL 60016</td>
<td>(847) 391-5367</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Village of Wheeling Police/Fire</td>
<td>1 Community Blvd, Wheeling, IL 60090</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If transferring please list the Secondary PSAPs in your system that you will transfer to:

Red Center
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>Cook County Forest Preserve Police</td>
<td>1 Aloha Lane, Hinsdale, IL 60523</td>
<td>(708) 771-1001</td>
</tr>
<tr>
<td>Cook County Sheriff Police</td>
<td>1401 Maybrook Drive, Maywood, IL 60153</td>
<td>(708) 865-4700</td>
</tr>
<tr>
<td>Elk Grove Fire Department</td>
<td>901 Wellington Ave, Elk Grove Village, IL 60007</td>
<td>(847) 357-4100</td>
</tr>
<tr>
<td>Elk Grove Police Department</td>
<td>901 Wellington Ave, Elk Grove Village, IL 60007</td>
<td>(847) 357-4100</td>
</tr>
<tr>
<td>Illinois State Police District 2</td>
<td>777 S. State Street, Elgin, IL 60123</td>
<td>(847) 931-2405</td>
</tr>
<tr>
<td>Illinois State Police District Chicago</td>
<td>9511 W. Harrison Street, Des Plaines, IL 60016</td>
<td>(847) 294-4400</td>
</tr>
<tr>
<td>Illinois State Police District 15</td>
<td>2700 Ogden Ave, Downers Grove, IL 60515</td>
<td>(630) 241-6800</td>
</tr>
<tr>
<td>Mount Prospect Fire Department</td>
<td>112 E. Northwest Highway, Mount Prospect, IL 60056</td>
<td>(847) 870-5660</td>
</tr>
<tr>
<td>Mount Prospect Police Department</td>
<td>112 E. Northwest Highway, Mount Prospect, IL 60056</td>
<td>(847) 870-5656</td>
</tr>
<tr>
<td>North Maine Fire Department</td>
<td>9301 Potter Road, Des Plaines, IL 60016</td>
<td>(847) 297-5020</td>
</tr>
<tr>
<td>Park Ridge Fire Department</td>
<td>901 W. Devon Ave, Park Ridge, IL 60068</td>
<td>(847) 318-5283</td>
</tr>
<tr>
<td>Park Ridge Police Department</td>
<td>200 Vine Ave, Park Ridge, IL 60068</td>
<td>(847) 297-5020</td>
</tr>
<tr>
<td>Rosemont Public Safety Department</td>
<td>9501 W. Devon Ave, Rosemont, IL 60018</td>
<td>(847) 823-1134</td>
</tr>
</tbody>
</table>
CARRIER LISTING
(Wireline, Wireless, VoIP)

Provide a list of each carrier that will be involved in the proposed system.

(USE ADDITIONAL SHEETS AS NECESSARY)

<table>
<thead>
<tr>
<th>CARRIERS</th>
<th>STREET ADDRESS, CITY, ZIP CODE</th>
<th>TELEPHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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CARRIER LISTING
(Wireline, Wireless, VoIP)

Provide a list of each carrier that will be involved in the proposed system.

(USE ADDITIONAL SHEETS AS NECESSARY)

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23
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.
CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as “PSAP”, and the ____________________________, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

(System Name) ____________________________ PSAP receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

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

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

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 non-emergency nature shall be referred to your agency’s published telephone number.

The PSAP Center 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.

____________________________________________________________________
PSAP

By ____________________________
Title ____________________________

Annual Renewal Date

____________________________________________________________________
Agency

By ____________________________
Title ____________________________
TEST PLAN DESCRIPTION

1) Description of test plan (back-up, overflow, failure, database).
   No change

2) List wireline exchanges to be tested.
   No Change

3) List of wireless and VoIP Carriers to be tested.
   No Change
RESOLUTION NO. 14-82

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF WHEELING AND THE CITY OF DES PLAINES RELATIVE TO EMERGENCY DISPATCH SERVICES

WHEREAS, the Village of Wheeling (the "Village"), Cook and Lake Counties, Illinois is a home rule unit of local government pursuant to Article 7, Section 6 of the Constitution of the State of Illinois; and

WHEREAS, the 1970 Illinois Constitution (Art. VII, Sec. 10) and the Illinois Compiled Statutes, 5ILCS 220/1-220/8, provide authority for intergovernmental cooperation; and

WHEREAS, the City of DesPlaines (the "City") is a home rule unit of local government pursuant to Article 7, Section 6 of the Constitution of the State of Illinois; and

WHEREAS, the Village operates a full service emergency dispatch center, and the City is seeking to have emergency dispatch services performed on behalf of its police department; and

WHEREAS the City and the Village wish to enter into an intergovernmental agreement under which the Village to perform emergency call answering and police dispatch services for the City in exchange for compensation; and

WHEREAS, the Village President and the Board of Trustees have determined that the Village that it is in the best interests of the Village and the public health, safety and welfare of persons and property within the Village to enter into this Agreement.

NOW, THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The Board of Trustees of the Village of Wheeling approves, authorizes and directs the President and Clerk of the Village of Wheeling to execute an intergovernmental Agreement between the Village of Wheeling and the City of Des Plaines relative to emergency dispatch services, in substantial conformity with those attached hereto as Exhibit A. All final changes are subject to the approval of the Village Manager.

SECTION 3: That this Resolution shall take effect from and after its adoption and approval.
Trustee Heer moved, seconded by Trustee Krueger that Resolution No. 14-C be adopted.

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ADOPTED this 7th day of July, 2014, by the Village President and Board of Trustees of the Village of Wheeling, Illinois.

Dean Argiris  
Village President

ATTEST:

Elaine Simpson  
Village Clerk
EXHIBIT A

EMERGENCY DISPATCH SERVICES AGREEMENT BETWEEN
THE VILLAGE OF WHEELING AND CITY OF DES PLAINES
EMERGENCY DISPATCH SERVICES AGREEMENT BETWEEN
THE VILLAGE OF WHEELING AND CITY OF DES PLAINES

THIS AGREEMENT is made as of __________, 2014, by and between the
VILLAGE OF WHEELING, an Illinois home rule municipal corporation ("Wheeling") and the CITY OF
DES PLAINES, an Illinois home rule municipal corporation ("Des Plaines"). In consideration of the
mutual promises of the parties hereto made each to the other and other good and valuable
consideration, Wheeling and Des Plaines hereby agree as follows:

Section 1.  Background.

A.  Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental
cooperation between units of local government such as Wheeling and Des Plaines, including
the power to contract or otherwise associate among themselves to obtain or share services
and to exercise, combine, or transfer any power or function in any manner not prohibited by
law or by ordinance and to use their credit, revenues, and other resources to pay costs related
to intergovernmental activities. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et
seq., provides that any power or powers, privileges or authority exercised or which may be
exercised by a unit of local government may be exercised and enjoyed jointly with any other
unit of local government.

B.  Wheeling and Des Plaines are units of local government.

C.  Wheeling operates a full service emergency dispatch center, and Des Plaines is seeking to
have emergency dispatch services performed on behalf of its police department and other
services as hereinafter described.

D.  Wheeling and Des Plaines have determined that it is in the best interests of each party to this
Agreement and the public health, safety and welfare of persons and property within Wheeling
and Des Plaines to enter into this Agreement providing that Wheeling shall provide emergency
dispatch services to Des Plaines.

Section 2.  Provision of Emergency Dispatch Services by Wheeling and Corresponding
Obligations of Des Plaines.

A.  Operation of Full Service Emergency Dispatch Center by Wheeling. Wheeling shall continue to
operate directly a full service emergency dispatch center to provide emergency dispatch
services to Des Plaines. Services to be provided by Wheeling to Des Plaines (collectively,
"Dispatch Services") shall include, without limitation, the following, and shall be conducted at
a level equal to the overall service level provided to Wheeling's residents and non-resident
customers:

1.  Provide 24-hour a day answering of all emergency 9-1-1 and police 10 digit emergency
telephone calls emanating from within the borders of Des Plaines, and maintain
updated telephone lists of Des Plaines staff and employees as well as implement and
utilize call-out procedures agreed upon and adopted by the parties for emergencies
and non-emergencies. Wheeling will not answer Des Plaines' administrative or other
non-emergency telephone lines. Wheeling will not monitor Des Plaines' jail cells.
2. Provide 24-hour a day emergency dispatching for all Des Plaines Police Department calls for service and related activities as well as after-hours notification of Des Plaines Public Works as requested by the Des Plaines Police.

3. Maintain and operate radio and computer communications with Des Plaines for all Police Department emergency dispatch calls, utilizing dispatching procedures agreed upon and adopted by the parties.

4. Maintain daily employee staffing levels that are sufficient, in Wheeling’s reasonable discretion, for Wheeling to provide Des Plaines with the Dispatch Services.

5. Perform, in accordance with procedures agreed upon and adopted by the parties, perform supervised transfers of 9-1-1 calls for fire or EMS service to Des Plaines' designated dispatch facility for such calls at no additional cost.

6. Provide general information to and answer questions related to public health and safety issues (i.e. boil orders or street closures) and general information related to Police and other Des Plaines services asked by Des Plaines residents, non-resident customers, and others in accordance with informational materials provided by Des Plaines; provided, however, that Wheeling shall forward to Des Plaines, as the case may be, all non-emergency calls and under no circumstances shall Wheeling accept the payment of fees for Des Plaines.

7. Upon request by Des Plaines, provide copies of reports on call volume, LEADS reports, officer time usage, and any other reasonably requested reports routinely maintained by a law enforcement agency.

8. Maintain a call logging and recording system of all telephone calls and, upon written request, provide copies of recorded calls to the Des Plaines Police Department. Wheeling will further provide assistance in responding to litigation related discovery involving Des Plaines' emergency calls or properly submitted Freedom of Information Act requests.

9. Conduct, at Des Plaines' request, Des Plaines' required operations pertaining to the Law Enforcement Data System program ("LEADS") and the National Crime Information Center program ("NCIC"), including, without limitation, any of the following activities:

   a. Assist and cooperate with all audits of the LEADS and NCIC program files and operations.

   b. Enter information into LEADS or NCIC as requested by Des Plaines, including without limitation warrants and sex offenders.

   c. Maintain and manage hot files.

   d. Maintain and manage all LEADS and NCIC files.

   e. Remove from the LEADS and NCIC files information and data that is no longer current or accurate.
f. Update and validate, on a regular basis, LEADS and NCIC data and files, with information provided by Des Plaines.

10. Maintain and operate mutual aid Dispatch Services for Des Plaines in accordance with the emergency response plans and programs established by the Northern Illinois Police Alarm System ("NIPAS"), the Illinois Law Enforcement Alarm System ("ILEAS"), the North Regional Major Crimes Task Force ("NORTAF"), Illinois Terrorism Task Force ("ITTF") and the Major Case Assistance Team ("MCAT"), as well as any other applicable public safety organizations; provided, however, that Wheeling’s obligations in this regard are limited to monitoring, dispatching, documenting, and updating of system information, based upon data provided by Des Plaines.

11. To encourage mutual personnel interactions, direct its emergency dispatch personnel to accompany Des Plaines Police officers on “ride-alongs” to become familiar with local geography and Des Plaines Police Department procedures. Such “ride-alongs” may be conducted on no less than an annual basis, at no additional charge to Des Plaines. The Wheeling Police Chief will designate specific dispatch personnel to attend Des Plaines Police Department meetings and other events as mutually agreed upon by the parties throughout the term of this Agreement.

12. Utilize, at the request of the Des Plaines Police Department Command Staff, the City’s CodeRed software to activate community mass notifications and/or police department notifications for emergency circumstances only. The Des Plaines Police Department shall provide all scripts for Code Red calls.

13. Maintain exclusive control, supervision and direction over Wheeling personnel all times during the term of this Agreement.

B. Obligations of Des Plaines. Des Plaines agrees to perform the following in order to enable Wheeling to efficiently and properly fulfill its obligations under this Agreement:

1. Provide timely updated telephone lists, call-out procedures and suggested telephone answering procedures.

2. Provide timely notification of a Des Plaines Police Department employee designated to receive notice in the absence of the Police Chief.

3. Provide informational materials on public safety issues for dissemination to residents of Des Plaines.

4. Provide timely reports and other data needed for Wheeling to comply with LEADS and NCIC requirements.

5. Provide training exercises for Wheeling dispatch personnel and reasonable notification thereof.

6. Transfer title to Wheeling and deliver all equipment listed and described in Exhibit A attached hereto and incorporated by reference herein (collectively, the “Transferred Equipment”) prior to the Commencement Date for use by Wheeling in order to provide the Dispatch Services. Des Plaines represents and warrants that the Transferred Equipment will be in good working condition at the time of transfer, but makes no
further warranty or representation as to the merchantability, fitness for a particular purpose, or future functionality of the Transferred Equipment. At the termination of this Agreement, Wheeling shall retain title to all of the Transferred Equipment. The Transferred Equipment is also covered by those certain AT&T Equipment Solutions - Voice CPE Support Services Addenda to Master Agreement Between SBC Global Services, Inc. d/b/a AT&T Global Services and the City of Des Plaines (Contracts No. 16164213, 16175538, and 16175540) (collectively, the "Maintenance Agreement"), which are transferable to Wheeling and will be transferred upon execution of this Agreement by a separate Addendum.

7. Purchase and install all software programs and licenses necessary to allow Des Plaines’ current public safety software to interface with Wheeling's public safety software which is provided by TriTech Software Systems, including, without limitation TriTech CAD, RMS, FBR, MOBILE and VISION INFORM software packages. Wheeling will coordinate with Des Plaines to allow, configure, and optimize the interface between the parties' systems.

C. New Recipients of Dispatch Services. Wheeling intends to attempt to solicit other municipalities to enter into agreements by which Wheeling may provide emergency dispatch services and Wheeling retains the power, in its sole discretion, to enter into such agreements; provided that Wheeling represents and warrants that the standards of performance for the Dispatch Services shall not materially diminish in any manner, and shall be and remain equal to the service level provided to Wheeling's own residents, following any extension of similar services by Wheeling to other municipalities.

Section 3. Determination and Payment of Costs by Des Plaines.

A. Annual Fee for Dispatch Services. Des Plaines agrees to pay to Wheeling a fee for Dispatch Services, as described in section 2.A, in the amounts set forth in the attached Exhibit B ("Annual Fee"), attached hereto and incorporated by reference herein; the parties acknowledge and agree that the Annual Fee includes ongoing expenses to upgrade, improve, and enhance the Dispatch Services and the equipment and facilities relating thereto. A payment, equal to 1/4 of the Annual Fee shall be paid to Wheeling on a quarterly basis during the term of this Agreement no later than the first day of each quarter to which the payment applies. All payments set forth in Exhibit B will be made in advance for the next monthly period of the term of the Agreement. In recognition of the costs that Wheeling must incur in advance of the start of dispatch services, Des Plaines shall, in addition to the Annual Fee for the first annual period of this Agreement, deliver to Wheeling a payment in the amount of Six Hundred and Sixteen Thousand, Four Hundred and Sixty Dollars and 40/100 ($616,460.40) no later than thirty (30) days after execution of this Agreement by all parties ("Commencement Payment"). The purpose of the Commencement Payment is to reimburse Wheeling for the capital expenditures required to provide the Dispatch Services to Des Plaines on the Commencement Date. The provisions of the Local Government Prompt Payment Act 50 ILCS 505/1 shall apply to all payments due hereunder.

B. Credits upon Termination. In the event that this Agreement is terminated prior to the expiration date set forth in Section 8.A, with the exception of a termination due to a default by Des Plaines, the portion of the Annual Fee corresponding the remainder of the current annual period will be refunded to Des Plaines for on a pro rata basis. Such refund will be paid by Wheeling to Des Plaines no later than 30 days after the termination of the Agreement.
C. **Additional Expenses.** To the extent that this Agreement provides for Des Plaines to bear expenses other than those set forth in Exhibit B and relating to the Dispatch Services, such other expenses shall also be due and payable according to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1).

**Section 4. Insurance; Indemnification.**

A. **Coverage Provided.** Wheeling agrees to provide the following insurance coverages for the Dispatch Services:

1. Commercial General Liability;
2. Business Liability for any equipment used in the provision of the Dispatch Services under this Agreement;
3. First Party Property;
4. Workers' Compensation; and
5. Employers' Liability for employees of Wheeling who perform the Dispatch Services under this Agreement.

Such coverages shall be in amounts no less than what Wheeling maintains for itself in its normal course of business.

B. **Proof of Coverage by Wheeling.** Wheeling agrees to furnish to Des Plaines certificate of coverage detailing the self-insurance or commercial insurance as provided by its insurer. The certificate shall be delivered to Des Plaines within thirty (30) days after the effective date of this Agreement, and shall name Des Plaines as an additional insured on all certificates memorializing the coverages set forth in Section 4.A.

C. **Termination of Coverage.** If Wheeling's coverage, as provided by its insurer, is terminated for any reason:

1. Wheeling shall promptly notify Des Plaines in writing of receipt of any such notice; and
2. Wheeling agrees to use its best efforts to provide comparable coverage either through membership in a joint risk management association or through commercial insurance carriers.

D. **Coverage by Des Plaines.** Des Plaines agrees to provide commercial general liability coverage for their operations as provided herein, and workers compensation coverage and employers' liability for their employees who will perform obligations of Des Plaines under this Agreement, and to provide proof of insurance at Wheeling's request.

E. **Indemnification.**
1. Wheeling does hereby indemnify and holds Des Plaines harmless from and against any and all claims which may arise out of the provision of Dispatch Services by Wheeling under this Agreement, except to the extent caused by the negligence or willful and wanton conduct of Des Plaines, as the case may be.

2. Des Plaines does hereby indemnify and holds Wheeling harmless from and against any and all claims which may arise out of the obligations of Des Plaines under this Agreement, or any obligation related to the provision of police and/or public works services, except to the extent caused by the negligence or willful and wanton conduct of Wheeling.

F. Unemployment Insurance Reimbursement. In the event that Wheeling properly terminates this Agreement due to Des Plaines' failure to cure a default pursuant to Section 8.B.2 during the Initial Term of this Agreement, and such action results in the termination of personnel hired by Wheeling to provide the Dispatch Services to Des Plaines ("Terminated Employees"), Des Plaines shall reimburse Wheeling for unemployment insurance benefits paid by Wheeling to the Illinois Department of Employment Security for the Terminated Employees no later than thirty days after the Wheeling provides written notice and evidence of its payment of such benefits. This reimbursement obligation shall not extend beyond the Initial Term of this Agreement.

Section 5. Promotion of Interaction and Communication. The parties agree that they desire to establish a variety of means to enhance and promote communication and cooperation between Wheeling and Des Plaines. In addition to those matters otherwise addressed in this Agreement, the parties also wish to establish the following:

A. Access to Information about Service Delivery. Des Plaines shall have access to Wheeling's records pertaining to the Dispatch Services. Wheeling will provide such records for the purposes of inspection by any authorized representatives of Des Plaines (during regular business hours, upon reasonable notice), to the same extent as such records are available for inspection by any authorized representatives of Wheeling.

B. Complaint Procedure. Wheeling shall establish a procedure for logging in and responding to complaints concerning the provision of the Dispatch Services. Wheeling agrees to inform Des Plaines, within 48 hours, when specific complaints are brought by their respective residents or customers, including without limitation the date and time of the call, complainant's contact information, and a description of the complaint. In addition, Wheeling agrees to inform Des Plaines of the actions taken by Wheeling to resolve the complaint.

C. Regular Meetings. The parties agree that representatives of each of the parties shall meet initially to consider the implementation of mutually agreed upon operational rules and procedures for the provision of the Dispatch Services pursuant to this Agreement. The parties further agree that their representatives shall meet on a regular basis to discuss this Agreement and the Dispatch Services provided pursuant to this Agreement, including without limitation issues relating to the operation of the Dispatch Services and the complaint procedures described in Subsection 5.B of this Agreement.

Section 6. Records. Wheeling shall establish and keep a file and record system for all data relative to the Dispatch Services. The parties shall provide and exchange records in accordance with the provisions and limitations of the Health Insurance Portability and Accountability Act (HIPAA), the
provisions of which shall supersede any conflicting requirement of this Section. Wheeling will also promptly provide all records that Des Plaines may require to respond to a properly submitted request under the Freedom of Information Act (5 ILCS 140/1 et seq.).

Section 7. Dispute Resolution.

A. **Negotiation.** The parties desire to avoid and settle without litigation any future disputes that may arise between them relative to this Agreement. Accordingly, the parties agree to engage in good faith negotiations to resolve any such dispute. If any party has a dispute about a violation, interpretation, or application of a provision of this Agreement, or a dispute regarding a party’s failure to comply with this Agreement, then that party may serve on the other party written notice, delivered as provided in Section 10 of this Agreement, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The parties then, within seven (7) days, shall schedule a date certain for representatives of the parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30) days after notice of the dispute has been delivered as provided herein. If a resolution is not reached within such 30-day period (or such longer period to which the parties may mutually agree), then either party may pursue remedies available under this Agreement, including termination.

B. **Continuation of Services and Payments.** During all negotiation proceedings and any subsequent proceedings provided for in this Section 7, Wheeling and Des Plaines shall continue to fulfill the terms of this Agreement to the fullest extent possible. Wheeling shall continue to provide Dispatch Services to Des Plaines as provided by this Agreement. Des Plaines shall continue to make all payments to Wheeling for the Dispatch Services as provided by this Agreement, including all payments about which there may be a dispute.

C. **Remedies.** Provided that the parties have met their obligations under Section 7.A, the parties shall be entitled to pursue such remedies as may be available in law and equity, including an action to secure the performance of the covenants, agreements, conditions, and obligations contained herein. The parties agree that any such action must be brought in the Circuit Court of Cook County, Illinois. The requirements of Section 7.A shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety. The non-prevailing party in such a dispute shall pay the attorney’s fees and court costs of the prevailing party.

Section 8. Term; Termination.

A. **Term.** The term of this Agreement shall be for five (5) years following the Commencement Date, terminating on May 30, 2019, (the "Initial Term"). Des Plaines may renew the Agreement for an additional five (5) year term (the "Renewal Term") by providing written notice of the intent to renew no less than one hundred eighty (180) days before the expiration of the Initial Term. The parties agree to negotiate in good faith on the issue of pricing for the Renewal Term. After the expiration of the Renewal Term, the parties may agree to extend the Agreement upon such terms and conditions as are mutually agreeable.

B. **Termination.** This Agreement may be terminated pursuant to one of the following procedures:

1. By written agreement of the parties duly authorized by the appropriate legislative action of each party; or
2. In the event of a material default under this Agreement "), and provided that the parties have failed to resolve matters pursuant to the provisions of Section 7, the non-defaulting party may notify a defaulting party in writing setting forth the nature of the default and the requested remedy of such default. The defaulting party shall thereafter have ten (10) days to correct the default prior to the non-defaulting party's terminating this Agreement; provided that said 10-day period shall be extended, for a reasonable time not exceeding ninety (90) days, if said default cannot reasonably be cured within said 10-day period. If a defaulting party fails to cure the default within the cure period provided in this Section, the non-defaulting party shall have the right to terminate this Agreement by written notice of termination to the defaulting party, which termination will be effective immediately (or by such other date, not beyond the term of this Agreement, as the non-defaulting party may determine). A party that terminates this Agreement pursuant to this Section 8.B.2 shall retain its rights to pursue any and all other remedies that may be available, either in law or in equity under this Agreement; or

3. In the event Wheeling merges its dispatch services with any other dispatch center during the term of this Agreement, Wheeling shall notify Des Plaines not less than three hundred sixty-five (365) days prior to the date of such merger, and at that time, Des Plaines may terminate the Agreement. If Des Plaines chooses not to terminate this Agreement, Wheeling shall take all actions necessary to continue to provide Des Plaines with the Dispatch Services at the new, merged dispatch facility.

In the event that this Agreement is terminated pursuant to this Section 8, the parties will cooperate and coordinate efforts to allow Des Plaines to transition its emergency call answering and dispatching to another dispatching facility with no disruptions in service. After termination the Transferred Equipment shall remain in possession of Wheeling.

Section 9. Miscellaneous.

A. Unfunded Mandates. The parties acknowledge that significant changes have occurred in legal requirements of Emergency Dispatch Services over the past decade and are likely to occur in the future. In the event that unfunded mandates arise from legislation or regulations adopted or imposed by the State of Illinois or the federal government of the United State of America which impose dispatch service obligations on Wheeling over and above current obligations, then the parties agree to negate a sharing of the costs incurred to comply with said mandates, and the parties agree to be responsible for their fair share of said costs. This provision shall not apply to any legislative or administrative actions taken by Wheeling.

B. Effective Date. This Agreement shall be effective as of the date it is signed by both parties; provided, however, that Wheeling will not be required to commence provision of the Dispatch Services until the Commencement Date.

C. Commencement Date. To be mutually agreed upon and set by Des Plaines, upon sixty (60) days advance written notice to Wheeling, after consultation with Wheeling's Police Chief, but in no case shall the Commencement Date occur later than 200 days after the approval and execution of this Agreement by both parties.
Section 10. General Provisions.

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by facsimile. Facsimile notices shall be deemed valid upon confirmed transmission followed by notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt or the date of confirmed fax transmission. By notice complying with the requirements of this Section 10.A, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to Wheeling shall be addressed to, and delivered at, the following address:

Village of Wheeling  
2 Community Boulevard  
Wheeling, Illinois 60090  
Attention: Village Manager and Police Chief  
Fax: 847-469-9692

With a copy to:

James V. Ferolo  
Klein, Thorpe and Jenkins, Ltd.  
20 N. Wacker Drive  
Suite 1660  
Chicago, Illinois 60606  
Fax: 312-884-6444

Notices and communications to Des Plaines shall be addressed to, and delivered at, the following address:

City of Des Plaines  
1420 Miner Street  
Des Plaines, Illinois 60017  
Attention: City Manager and Police Chief  
Fax: 847-318-5300

With a copy to:

Peter M. Friedman  
Holland & Knight  
131 S. Dearborn  
30th Floor  
Chicago, Illinois 60603
B. **Time of the Essence.** Time is of the essence in the performance of this Agreement.

C. **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.

D. **Non-Waiver.** No party shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of any party to exercise at any time any right granted to such party 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.

E. **Ownership of Dispatch System.** Wheeling will own the entire dispatch system, including the Transferred Equipment.

F. **Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

G. **Governing Law.** This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

H. **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.

I. **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.

J. **Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

K. **Exhibits.** *Exhibits A* and *B* attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

L. **Amendments and Modifications.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with applicable law.
M. **Changes in Laws.** Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the future.

N. **Authority to Execute.** Each party hereby warrants and represents to the other parties that the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of such party.

O. **No Third Party Beneficiaries.** No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against Wheeling and Des Plaines.
IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed and attested to as of the day and year first above written.

VILLAGE OF WHEELING
By Village President

CITY OF DES PLAINES
By Mayor

Attest Village Clerk

Attest City Clerk
EXHIBIT A

TRANSFERRED EQUIPMENT

Equipment located at DPECC Facility

- 4 GeoComm GeoLynx Licenses
- 4 Bramic Vision 5 sit stand consoles
- 1 Bramic Mini sit stand console
- 6 Herman Miller Chairs
- 1 6x6 mailbox
- 12 Personal file cabinets
- 6 Dispatcher status lights
- Printer Stand (Blue)
- 2 Media Wheels
- 2 Positron Viper Workstations, HP /Compaq dc7800 Mini tower
  - 2 Touch Monitors
  - 2 Dual foot pedals, boom mic, keyboard, mouse, headset, speakers

Equipment located at Niles Backup Facility

- AT&T Positron Viper 911 Phone System with Enclosed Server Rack
  - 7 CIM units
  - 2 HP Procurve Network switches
  - 1 Power MIS Server
  - 1 Database 1 Server
  - 2 TrippLite UPS Units
  - 1 KVM
  - 5 HP Proliant servers
  - 2 VOIP Gateways
  - 2 Data Modems
- 2 White, adjustable desks
- 6 Positron Viper Workstations, HP /Compaq dc7800 Mini tower
  - 6 Touch monitors
  - 6 Dual foot pedals, boom mics, keyboards, mouse, headsets, speakers

- 6 CAD Console Workstations
  - Dell OptiPlex 390 (i5-2400 3.1 GHz, 4 GB RAM, Windows 7 32bit, Dual Monitor Output)
  - Serial Numbers: BJ5DWR1, BJ5CWR1, BJ5BWR1, BJ58WR1, BJ59WR1, BJ5FWR1
  - 24 Dell 20" Widescreen LCD for CAD Workstations
  - 6 PC Speakers, Keyboards, Mice

- 6 Radio Console Workstations
  - Dell OptiPlex 390 (i5-2400 3.1 GHz, 4 GB RAM, Windows 7 32bit, Single Monitor Output)
  - Serial Numbers: 9N7MYR1, 9N7KYR1, 9N6RYR1, 9N7LYR1, 9N6QYR1, 9N6PYR1
  - 6 Radio Console Monitors (preferably touchscreen)
  - 6 PC Speakers, Keyboards, Mice
- 10 Motorola Radio Gateways (MIP5000 Radio Consoles at Niles PD Basement)
- 1 HP Color Laserjet CP2025
- 1 HP V1910-16G Network Switch
- 1 HP 3500-24 J9470A Network Switch
EXHIBIT B
PAYMENT SCHEDULE

- Year 1: $1,667,458.20
- Year 2: $1,788,450.92
- Year 3: $1,888,362.09
- Year 4: $1,998,949.56
- Year 5: $2,121,350.78
AGREEMENT

Alternate Public Safety Answering Point

For 9-1-1 Emergency Communications

This agreement is made between the Des Plaines Emergency Telephone System Board (ETSB) and the West Suburban Consolidated Dispatch Center for the purpose of effective handling and routing of E-9-1-1 and wireless 9-1-1 emergency calls for police/fire assistance.

Call Handling

When the volume of emergency calls at the Des Plaines Public Safety Answering Point (PSAP) is such that an overflow of emergency calls is produced, the overflow of emergency calls will be transferred to the West Suburban Consolidated Dispatch Center. The West Suburban Consolidated Dispatch Center, located at 400 Park Avenue, River Forest, IL 60305, will serve as the backup Public Safety Answering Point, and will be utilized in the event that the primary Public Safety Answering Point becomes inoperable, providing the West Suburban Consolidated Dispatch Center is physically capable of receiving such calls. It would then become the receiving center for all emergency public safety services provided to the City of Des Plaines.

When the West Suburban Consolidated Dispatch Center receives the emergency call for service originating from the City of Des Plaines, they will dispatch the call via local radio channel “Des Plaines” on the Cook County Radio Network to the Des Plaines Police Department and an emergency unit will respond to the call for assistance. The West Suburban Consolidated Dispatch Center will transfer all fire calls to the Regional Emergency Dispatch (RED) Center. The West Suburban Consolidated Dispatch Center will collect the appropriate information about the caller and transfer this information back to the Des Plaines Public Safety Answering Point for the proper recording of this information.

Des Plaines ETSB

Michael G. Bartholomew
ETSB Chairman

West Suburban Consolidated Dispatch Center

John Ferraro, ENP
Executive Director