# 911 GENERAL INFORMATION

**DATE:** 04/19/2015

<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>
</table>

<table>
<thead>
<tr>
<th>Current System Name:</th>
<th>Population Served</th>
<th>Land Area in Sq Miles</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lake County Emergency Telephone System Board (ETSB)</td>
<td>224,644</td>
<td>155,183</td>
</tr>
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**System Name after Consolidation:**

<table>
<thead>
<tr>
<th>PSAP EFFECTED: (Consolidation Plans Only)</th>
<th>Consolidation/ Remain Open</th>
<th>Decommission/ Close</th>
<th>Primary</th>
<th>Secondary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lake County Sheriff's PSAP</td>
<td>Remain Open</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lake Zurich Police Department PSAP</td>
<td>Remain Open</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Countryside Fire Protection District PSAP</td>
<td>Remain Open</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wauconda Police Department PSAP</td>
<td>Close</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

911 System Contact: Jeannine Thompson

Street Address: 1300 S. Gilmer Road

City, State and Zip Code: Wauconda, IL 60073

Office Telephone: (847) 487-8163

Cellular Telephone: (847) 344-9711

Email: jthompson@lakecounty911.org

General System Email: (if applicable): 

**Wireless Coverage for Consolidated System:**

100% Phase II compliant

**Please check if applicable:**

- [X] NG9-1-1 capable

- [ ] Receive 9-1-1 Text

- [ ] Receive 9-1-1 Video
VERIFICATION

I, Jeannine Thompson, first being duly sworn upon oath, depose and say that I am 9-1-1 Coordinator, of Lake County ETSB; 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]

9-1-1 Coordinator

Subscribed and sworn to before me

this 21 day of April, 2016.

[Seal]

LISA L. BORCHARDT
NOTARY PUBLIC, ILLINOIS

MY COMMISSION EXPIRES 4/9/2018
The Lake County ETSB was granted authority to operate an E911 system in docket 93-0071.

This is a consolidation within the Lake County ETSB System in order to be compliant with PA99-0006.

The Lake County ETSB currently has three Primary PSAPs and one Secondary PSAP. The Wauconda Police Department PSAP will be closing on May 11, 2016, thus leaving two Primary PSAPs within the Lake County ETSB system.

The Lake Zurich PSAP will receive and dispatch all calls for Wauconda Police/Fire/Rescue upon the closing of the Wauconda PSAP. In cooperation with AT&T (system provider) the following Wauconda ESN’s will be routed to the Lake Zurich PSAP: 324, 540, 548,553,554,555,566,567,568 & 147.

(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 1325.205b12).

1) Indicate the name of the certified 9-1-1 system provider being utilized.
A: System provider remains the same, Lake County ETSB.

2) Explain the national standards, protocols and/or operating measures that will be followed.
A: No changes, this plan modification is reflecting the consolidation of the Wauconda PSAP.

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.
A: Lake County ETSB purchased and installed a five 9’s+ reliable private microwave ring network which provides high availability in a fully redundant configuration. The network is currently installed and shared by nine sites. This shared network includes seven other 9-1-1 authorities.

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.
A: The existing traditional legacy wireline, wireless & VoIP network was transitioned into the NG911 system in March of 2016.

5) Explain how split exchanges will be handled.
A: No changes.

6) Explain how the databases will be maintained and how address errors will be corrected and updated on a continuing basis.
A: No changes to be made. PSAP’s report any/all database changes via web access shared software. Upon receipt all change requests are verified and submitted to Intrado 911Net for corrections.

7) Explain who will be responsible for updating and maintaining the data, at a minimum on a daily basis Monday through Friday.
A: Three ETSB employees are responsible for maintaining the data and system continuity 24/7. There is an emergency equipment flow chart in place at all PSAPs as well as "on call" ETSB emergency contact numbers.

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.
A: The Lake County ETSB IP 9-1-1 private microwave network is secured with AES256 encryption between all end points. Firewalls are in place and operational for additional safeguards from malicious threats or attacks to the system.
EMERGENCY TELEPHONE SYSTEM BOARD OF LAKE COUNTY ENHANCED
9-1-1 CALL HANDLING AGREEMENT

This agreement is made this 21st day of April, 2016, between:

Lake Zurich Consolidated Dispatch Center (ACDC), “PSAP”

And

Wauconda Police Department, “Agency”

The purpose of the Enhanced 9-1-1 System is to provide the most convenient and efficient emergency service possible to the citizens of Lake County and its municipalities. In recognition of this purpose, the following call handling agreement has been devised to facilitate call answering between the parties.

9-1-1 calls received at the Primary Public Safety Answering Point, (“PSAP”) for the (“Agency”) shall be directly dispatched by two-way radio for the purpose of responding to the emergency.

As a secondary means, Agency will be notified by direct ring down.

The Primary PSAP management agrees to keep all records, times and places of the calls on file as specified herein. All such records shall be available to the “Agency.” The PSAP shall maintain records as required by the Illinois Commerce Commission and the Emergency Telephone System Board of Lake County.

Agency will maintain a seven digit phone number which shall be utilized for the receipt of all calls that of an administrative nature. That telephone number is: 847-526-2421 [insert phone number].

In instances where an agency refuses a 9-1-1 request from a PSAP on the basis that the request is out of the jurisdictional boundaries, the PSAP’s telecommunicator shall make every effort to redetermine the appropriate responding agency and complete the disposition of the call.

Once an agency [not the PSAP] begins to respond to a 9-1-1 request for service and subsequently determines the address is outside of its jurisdiction, it shall render aid without regard to jurisdictional boundaries until relieved. It is further understood that Agency is not agreeing to send its units throughout the entire 9-1-1 service area. It is contemplated that the area of response is in close proximity to Agency service area.
Any and all other responses outside of Agency service area, except as noted above, shall be made in accordance with established mutual aid procedures and agreements in effect at that time.

Agency will be responsible for maintaining the report of the 9-1-1 calls handled by the Agency and the disposition of each call received in accordance with Rules and Regulations for Local Government Records retention as proscribed by the Illinois Secretary of State.

Any agreements or changes in agreements and operating policies must be approved by the management of the PSAP and Agency.

LAKE ZURICH CONSOLIDATED DISPATCH, "PSAP"

By: [Signature]

Stevé Husak, Police Chief

Date: 1/2/16

WAUCONDA POLICE DEPARTMENT, "AGENCY"

By: [Signature]

David Wermes, Police Chief

Date: 4/21/16
Dispatch Services Agreement between the Village of Lake Zurich and the Wauconda Fire District

This Agreement is made and entered into as of this 17th day of March, 2016, by and between the Village of Lake Zurich, Lake County, Illinois, an Illinois municipal corporation ("Lake Zurich"), and the Wauconda Fire District, Lake County, Illinois, an Illinois Fire Protection District ("Wauconda Fire District") (Lake Zurich and the Wauconda Fire District shall be referred to collectively as the "Parties"): WITNESSETH

WHEREAS, Lake Zurich and the Wauconda Fire District desire to enter into an agreement as of the date set forth above, under which Lake Zurich agrees to provide the Wauconda Fire District with certain public safety radio Dispatch Services, utilizing personnel and equipment maintained and operated by Lake Zurich; and

WHEREAS, it has been determined by the corporate authorities of Lake Zurich and the Wauconda Fire District, respectively, that this Agreement is in the best interests of each of the signatory Parties; and

WHEREAS, the Parties have the power and authority to enter into this Agreement pursuant to the provisions of Article VII, section 10 of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act, as amended 5 ILCS 220/1, et seq., 70 ILCS 705/0.01, et seq. and other applicable authority;

NOW, THEREFORE, for and in consideration of the mutual covenants herein made and pursuant to all applicable statutes and local ordinances, and for other good and valuable consideration the receipt and sufficiency of which are hereby mutually acknowledged, the Parties do hereby agree as follows:
Section 1. Recitals.

The foregoing recitals are by this reference incorporated herein and made a part hereof.

Section 2. Dispatch Services Provided by Lake Zurich.

Lake Zurich hereby agrees that its radio dispatchers/telecommunicators shall accept and monitor the fire department emergency telephone numbers of the Wauconda Fire District in order to obtain information to assign calls-for-service and monitor traffic on fire radio frequencies, maintain a log of all such communications (electronic or written), relay information received by such means to the on-duty fire personnel by means of voice radio and mobile data communications, monitor communications from and between Wauconda’s fire personnel and relay messages as necessary, and accurately input and update call-for-service information into the computer aided dispatch (CAD) system.

Lake Zurich shall provide Dispatch Services continuously, seven days a week, including all State of Illinois and Federal holidays; provided, however, that Dispatch Services shall be provided to the Wauconda Fire District only to the extent possible utilizing Lake Zurich’s dispatcher personnel and equipment. In the event of immediate, overlapping needs for Dispatch Services, the calls, when possible, shall have priority in accordance with the seriousness of the service requested. The term “priority” shall have the meaning determined therefore by the Lake County ETSB, and approved by the Lake Zurich Board of Trustees.

Section 3. Dispatch Services Disruption or Failure: Waiver.

If Dispatch Services are disrupted or fail for any reason, Lake Zurich shall make best efforts to immediately notify Wauconda Fire District personnel of such disruption and shall inform them of the nature of the disruption or failure, if known, as well as the expected length of time before Dispatch Services are restored. Lake Zurich also shall
notify Wauconda Fire District personnel as soon as Dispatch Services are restored. The Wauconda Fire District hereby waives and releases any and all claims or causes of action against Lake Zurich for liability, costs, fees, claims, or expenses incurred by the Wauconda Fire District that arise out of or relate in any way to any such disruption or failure of Dispatch Services unless caused by the negligence or intentional conduct of Lake Zurich.

Section 4. Payment.

The Wauconda Fire District hereby agrees to pay Lake Zurich for all Dispatch Services provided by Lake Zurich pursuant to this Agreement, a sum to be determined annually as provided in this Section 4.

A. Users: The allocation of costs shall be made based on, among other factors defined in this section, the number of CAD incidents generated by “Users” of Dispatch Services. The term “Users” shall include:

(i) Lake Zurich Police Department
(ii) Hawthorn Woods Police Department
(iii) Kildeer Police Department
(iv) Lake Zurich Fire Department
(v) Lake Zurich Department of Public Works
(vi) Island Lake Police Department
(vii) Tower Lakes Police Department
(viii) Wauconda Police Department
(ix) Wauconda Department of Public Works
(x) Wauconda Fire District
(xi) Any area outside of the existing area of any party as of ___________ 2016, for which Dispatch Services are commenced, as determined by the Village of Lake Zurich Board of Trustees.

B. Service Fee: The Service Fees charged to the Wauconda Fire District shall be calculated on the same basis as for all other Fire Users, based on the number of computer aided dispatch system incidents for the preceding year, subject to
the limitation contained in subsection 4E. "Fire Incidents" shall mean the number of events generated by, or stored in the Lake County ETSB Computer Aided Dispatch system for a User and any additional area served by the User. A User providing services outside its immediate jurisdiction will be responsible for any fees resulting from incidents assigned, initiated, or completed by members of that agency. The number of Incidents shall be calculated by the Lake Zurich Police Department Communications Director and shall be weighted as follows:

1. **Fire – Calls for Service** - An incident originated by a call for service within the User's area of responsibility received by a Dispatcher and assigned to on-duty fire personnel, as indicated in Appendix "A" of this Agreement.

C. **Determination of Service Fee:** Except as otherwise provided in this Agreement, each User's Service Fee shall be determined by the Village of Lake Zurich by January 15th of each year during the term of this Agreement, unless a mutual extension of time is agreed upon no later than the last day of January. The failure of Lake Zurich to meet the January 15th date for Determination of the Service Fee shall not relieve a User from paying the full amount of its Service Fee as it comes due, calculated as provided in this Section 4. Fees will be based on the total number of chargeable CAD incidents generated in the previous calendar year.

D. **Conditional Right to Deny Services:** Lake Zurich shall have the right, in the exercise of its sole and absolute discretion based on factors such as system
capacity, personnel, costs, payments, location, and similar factors, to deny Dispatch Services for any extraterritorial area defined in Subsection 4A (xi) above unless such area is reviewed and recommended by the Village of Lake Zurich Board of Trustees in advance of the commencement of emergency services or Dispatch Services to such area.

E. **Time for Payment:** The Wauconda Fire District shall pay to Lake Zurich its respective Service Fee as determined in Section 4 of this Agreement an annual lump-sum payment. An invoice indicating the annual fee amount will be produced and sent by the Village of Lake Zurich Finance Department. There shall be no discount for any lump-sum pre-payment of annual Service Fees. For purposes of this Agreement, a year will begin May 1st and end April 30th. Alternative payment options, including quarterly payments, shall be at the sole discretion of the Village of Lake Zurich Finance Director with the approval of the Village of Lake Zurich Manager.

**Section 5. Effective Date, Term, and Termination.**

This Agreement shall commence on or about May 11, 2016 and shall remain in full force and effect until April 30, 2020. This Agreement shall be renewed automatically thereafter, without additional actions of the Parties, for successive five-year terms unless written notice of cancellation of this Agreement is received by Lake Zurich at least 120 days prior to the date of expiration of the current term of this Agreement. The Wauconda Fire District may cancel this Agreement at any time during any one of its terms by written notice of such cancellation received by Lake Zurich at least 18 months in advance of cancellation. Lake Zurich may terminate this Agreement upon 180 days’ notice to the
Wauconda Fire District, or at any time because of Wauconda Fire District's failure to make the payments required pursuant to Section 4 of this Agreement within 30 days after written notice from Lake Zurich of the overdue amount.

This Agreement may also be terminated by either Party upon thirty (30) days advance written notice in the event of material breach of the terms and conditions of this Agreement; provided however, the thirty (30) day notice of termination shall not be effective if the Party alleged to be in breach cures the material breach within the thirty (30) day period if the nature of the breach is such that a cure can reasonably be effected within thirty (30) days, or, if such cure cannot be reasonably effected within thirty (30) days, the Party alleged to be in breach commences a cure within the thirty (30) day period and diligently pursues such cure to completion thereafter.

Section 5a. Termination for Reasonable Cause.

The Parties desire to avoid and settle 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 non-performance or poor performance, that Party may, with reasonable cause, initiate formal proceedings to terminate this Agreement using a three-step process.

A. Step One - The initiating Party's Advisory Committee Liaison or Fire Chief may complete an Advisory Committee Incident Evaluation form documenting the facts and circumstances of the complaint pertinent to the complaint and submit it to Lake Zurich. "Reasonable Cause" shall mean a material violation of this Agreement ("Default") by the Party in Default
and may include default through non-performance or documented poor performance as indicated on the evaluation form.

B. Step Two - The Party in Default shall have the opportunity to correct the Default within sixty (60) days of receipt of the Advisory Committee Incident Evaluation form from the Initiating Party ("Cure Period"). If Default is corrected within the 60-day Cure Period, the matter shall not progress to Step three, no "Intent-to-Terminate" shall be filed, and the Agreement shall continue for the original specified term. If the Default is not corrected during the Cure Period, the Initiating Party may file an "Intent-to-Terminate" letter with the Party in Default.

C. Step Three - Upon completion of the Cure Period without a correction in the Default or improvement of performance to pre-determined performance levels and/or industry standards, the Initiating Party may file an Intent-to-Terminate letter with the Party in Default. Termination of the agreement shall result in 90 days following the date of the Intent-to-Terminate letter or upon mutual agreement between the parties.


The Lake Zurich 9-1-1 Dispatch Center and User agency rely on the proper functioning of telephone, radio and wireless systems, hereinafter referred to as systems, for emergency and routine communications. Elements of systems may be located in Lake Zurich, the User's and third party premises in order to form a communications platform. Elements of systems installed, owned and operated by the Lake Zurich 9-1-1 Dispatch Center shall remain the property of Lake Zurich. Elements of systems installed, owned
and operated by the User shall remain the property of the User. Routine and non-routine maintenance of communication platforms shall be coordinated by Lake Zurich and performed by a vendor of Lake Zurich’s choosing. Maintenance costs of User owned platforms are the responsibility of the User and will be billed to the User as incurred. With obsolescence and changing regulatory requirements, Lake Zurich may from time-to-time upgrade communications platforms. Changes will be communicated to all partner agencies well in advance of implementation.

Section 6a. Radio System.

Each User agency shall be responsible for procuring, programming, and maintaining their Lake Zurich compatible mobile and portable radio equipment for use by their personnel on this radio system. However, any upgrade to the Lake Zurich radio system due to a User’s expansion of public safety services or the User’s provision of public safety services to another unit of local government will be the sole responsibility of the User. All equipment necessitated by any expansion of the public safety services must be compatible with the radio system used by the Lake Zurich 9-1-1 Dispatch Center. Any modification of the radio system used by the Lake Zurich 9-1-1 Dispatch Center required by this expansion will be performed by a radio service provider chosen by Lake Zurich. All costs associated with the expansion of public safety services will be paid by the User responsible for the expansion.

Section 6b. Telephone System.

Users agree that any changes in the User’s service area that requires installation of additional, or an upgrade to existing, telephone equipment to the Village of Lake Zurich
Public Safety Answering Point, 9-1-1 Dispatch Center shall be the sole expense of the responsible User.

Section 6c. Wireless System.

Users agree that any changes in the User's service area that requires installation of additional, or an upgrade to existing equipment to facilitate communications with the Lake Zurich 9-1-1 Dispatch Center shall be the sole expense of the responsible User.

Section 7. Increases to Service Fee.

Any increase or decrease in the Service Fee shall be as a result of a change in the number of Complainant or Fire personnel Initiated ETSB CAD System Incidents. Annual increases in incident service fees will be in accordance to Appendix "A".

Section 8. Advisory Committee.

An Advisory Committee comprised of a single representative from each Dispatch Service User may convene from time-to-time to discuss issues that mutually affect all Users. The Chairperson of this Committee will be the Lake Zurich Chief of Police, or his designee. Unless prohibited by law from doing so, all Users agree to operate under a standardized operational procedure as prescribed by Lake Zurich and the Lake County ETSB. Day-to-day operational issues will be addressed by the Lake Zurich Deputy Chief of Police, or in his absence, the Communications Director. Procedures to address operational issues will be developed by the Lake Zurich Police Department. It is expressly understood that Lake Zurich is responsible for the management of Dispatch personnel.

Section 9. Enforcement.

The Parties hereto may, in law or in equity, by suit, action, mandamus, or any other proceeding including without limitation specific performance, enforce or compel the
performance of this Agreement; provided, however, that each Recipient agrees that is shall not seek, and does not under any circumstances have the right to seek, to recover any judgment for monetary damages against Lake Zurich or any Lake Zurich elected or appointed officials, agents, representatives, attorneys, or employees on account of the negotiation, execution, performance, or breach of any of the terms or conditions of this Agreement, except only against Lake Zurich in the event of a willful and malicious failure and refusal by Lake Zurich to provide Dispatch Services in accordance with the terms of this Agreement. In the event of a judicial proceeding brought by any of the Parties to this Agreement against another Party for enforcement or for breach of any provision of this Agreement, the prevailing party in such judicial proceeding shall be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys’ fees, incurred in connection with such judicial proceeding.

Section 10. Indemnity.

The Wauconda Fire District shall defend, indemnify and hold harmless Lake Zurich, and its officers, agents and employees, from any and all liability, losses, costs, damage or expense, or injury to person or property, including reasonable attorneys’ fees, arising out of the execution of this Agreement, the performance of any act pursuant to this Agreement, or the termination of this Agreement in accordance with its terms, with the exception of any liability, losses, costs, damage or expense, or injury to person or property arising out of or resulting from either: (1) the sole action, or malfeasance of Lake Zurich, or its officers, agents and employees in the performance or non-
performance of any act pursuant to the Agreement; or (2) except as otherwise provided in
Section 2 and 3 of this Agreement from Lake Zurich's inability or failure to perform its
obligations under this Agreement.

Lake Zurich shall defend, indemnify and hold harmless the Wauconda Fire District, and
its officers, agents and employees, from all and any liability, losses, costs, damage or
expense, or injury to person or property, including reasonable attorneys' fees, arising out
of or resulting from the sole action, or malfeasance of Lake Zurich or its officers, agents
or employees in the performance or non-performance of an act pursuant to this
Agreement or except as otherwise provided in Section 2 and 3 of this Agreement Lake
Zurich's inability or failure to perform any provisions of this Agreement.

The above indemnities are for the performance or omission of any act pursuant to this
Agreement or the termination of this Agreement according to its terms. Any liability of
one Party to the other incurred during the term of this Agreement, or any extensions
hereof, shall not be extinguished.

**Section 11. Appropriations.**

To the extent permitted by applicable law, Lake Zurich agrees to appropriate annually
such funds as may be reasonably necessary to provide Dispatch Services pursuant to this
Agreement. To the extent permitted by applicable law, the Wauconda Fire District agrees
to appropriate annually all funds necessary to make payments to Lake Zurich pursuant to
this Agreement.

This Agreement and the rights created by this Agreement may not be amended, modified, or waived in any respect except by written agreement expressly referring to this Agreement and duly validly authorized, executed, and delivered by all of the Parties hereto.

Section 13. Tort Immunity.

Nothing in this Agreement shall express or imply any limitation to or waiver of the tort immunities provided to Lake Zurich or the Wauconda Fire District and their respective employees, as provided by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1, et seq.).


All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof when delivered in person at the address set forth below or three business days after deposit thereof in any main or branch United States Post Office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the Parties, respectively, as follows:

For notices and communications to Lake Zurich:

Village Manager
Village of Lake Zurich
70 East Main Street
Lake Zurich, Illinois 60047

For notices and communications to Wauconda Fire District:

Wauconda Fire District
109 W. Liberty Street
Wauconda, IL 60084
By notice complying with the foregoing requirements of this Section 14, each party shall have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of such change of address shall be effective until actually received.

In Witness Whereof, the Parties have set their hands and affixed their seals as of the 17th day of March 2016.

Village of Lake Zurich

By: 
Village President

Attest:

Kathleen Johnson
Village Clerk

Wauconda Fire District

By: 
President

Attest:

William T. Krik
Secretary
Appendix "A"

As provided in Section 4 – Payment, sub-section C, -Service Fee; the table below will identify the Service Fees to be assessed in subsequent years of this Agreement:

1. Fire – Calls-for-Service

<table>
<thead>
<tr>
<th>YEAR</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
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<tbody>
<tr>
<td>Service Fee</td>
<td>$30.00</td>
<td>$30.60</td>
<td>2017 plus*</td>
<td>2018 plus**</td>
</tr>
</tbody>
</table>

All Service Fee calculations are based on the number of Lake County Emergency Telephone System Board – Computer Aided Dispatch incidents generated in the previous calendar year applying the above Service Fee per incident.

* The service fee for FY 2018 shall be the specified rate per Fire Call, adjusted as agreed upon by the parties hereto, not to exceed a percentage increase equivalent to the percentage increase in personnel costs over the previous year for Lake Zurich radio dispatchers/telecommunicators; not to exceed 6% annually.

** The service fee for FY 2019 shall be the specified rate per Fire Call, adjusted as agreed upon by the parties hereto, not to exceed a percentage increase equivalent to the percentage increase in personnel costs over the previous year for Lake Zurich radio dispatchers/telecommunicators; not to exceed 6% annually.
Dispatch Services Agreement between the Village of Lake Zurich and the Village of Wauconda

This Agreement is made and entered into as of this 6th day of April, 2016, by and between the Village of Lake Zurich, Lake County, Illinois, an Illinois municipal corporation ("Lake Zurich"), and the Village of Wauconda, Lake County, Illinois, an Illinois municipal corporation ("Wauconda") (Lake Zurich and Wauconda shall be referred to collectively as the "Parties"): WITNESSETH

WHEREAS, Lake Zurich and Wauconda desire to enter into an agreement as of the date set forth above, under which Lake Zurich agrees to provide Wauconda with certain public safety radio Dispatch Services, utilizing personnel and equipment maintained and operated by Lake Zurich; and

WHEREAS, it has been determined by the corporate authorities of Lake Zurich and Wauconda, respectively, that this Agreement is in the best interests of each of the signatory Parties; and

WHEREAS, the Parties have the power and authority to enter into this Agreement pursuant to the provisions of Article VII, section 10 of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act, as amended, 5 ILCS 220/1 et. seq., and other applicable authority;

NOW, THEREFORE, for and in consideration of the mutual covenants herein made and pursuant to all applicable statutes and local ordinances, and for other good and valuable consideration the receipt and sufficiency of which are hereby mutually acknowledged, the Parties do hereby agree as follows:
Section 1. Recitals.

The foregoing recitals are by this reference incorporated herein and made a part hereof.

Section 2. Dispatch Services Provided by Lake Zurich.

Lake Zurich hereby agrees that its radio dispatchers/telecommunicators shall accept and monitor the police department emergency telephone numbers of Wauconda in order to obtain information to assign calls-for-service and monitor traffic on police radio frequencies, maintain a log of all such communications (electronic or written), relay information received by such means to the on-duty police personnel by means of voice radio and mobile data communications, monitor communications from and between Wauconda's police personnel and relay messages as necessary, and accurately input and update call-for-service information into the computer aided dispatch (CAD) system.

Lake Zurich shall provide Dispatch Services continuously, seven days a week, including all State of Illinois and Federal holidays; provided, however, that Dispatch Services shall be provided to Wauconda only to the extent possible utilizing Lake Zurich's dispatcher personnel and equipment. In the event of immediate, overlapping needs for Dispatch Services, the calls, when possible, shall have priority in accordance with the seriousness of the service requested. The term "priority" shall have the meaning determined therefore by the Lake County ETSB, and approved by the Lake Zurich Board of Trustees.

Section 3. Dispatch Services Disruption or Failure: Waiver.

If Dispatch Services are disrupted or fail for any reason, Lake Zurich shall make best efforts to immediately notify Wauconda of such disruption and shall inform the Recipients of the nature of the disruption or failure, if known, as well as the expected length of time before Dispatch Services are restored. Lake Zurich also shall notify Wauconda as soon as Dispatch Services are restored. Wauconda hereby waives and
releases any and all claims or causes of action against Lake Zurich for liability, costs, fees, claims, or expenses incurred by Wauconda that arise out of or relate in any way to any such disruption or failure of Dispatch Services unless caused by the negligence or intentional conduct of Lake Zurich.

Section 4. Payment.

Wauconda hereby agrees to pay Lake Zurich for all Dispatch Services provided by Lake Zurich pursuant to this Agreement, a sum to be determined annually as provided in this Section 4.

A. Users: The allocation of costs shall be made based on, among other factors defined in this section, the number of CAD incidents generated by “Users” of Dispatch Services. The term “Users” shall include:

(i) Lake Zurich Police Department
(ii) Hawthorn Woods Police Department
(iii) Kildeer Police Department
(iv) Lake Zurich Fire Department
(v) Lake Zurich Department of Public Works
(vi) Island Lake Police Department
(vii) Tower Lakes Police Department
(viii) Wauconda Police Department
(ix) Wauconda Department of Public Works
(x) Wauconda Fire District
(xi) Any area outside of the existing area of any party as of 2016, for which Dispatch Services are commenced, as determined by the Village of Lake Zurich Board of Trustees.

B. Service Fee: The Service Fees charged to Wauconda shall be calculated on the same basis as for all other Users, based on the number of computer aided dispatch system incidents for the preceding year, subject to the limitation contained in subsection 4E. “Incidents” shall mean the number of events generated by, or stored in the Lake County ETSB computer Aided Dispatch
System for a User and any additional area served by the User. A User providing services outside its immediate jurisdiction will be responsible for any fees resulting from incidents assigned, initiated, or completed by members of that agency. The number of Incidents shall be calculated by the Lake Zurich Police Department Communications Director and shall be weighted as follows:

1. **Police - Officer Initiated Calls** – A computer aided dispatch incident that is initiated by a Dispatcher for personnel of the respective User not using a mobile data terminal/computer (MDT/MDC), as indicated in Appendix “A” of this Agreement. Such incidents include, but are not limited to, traffic stops and other on-view incidents initiated by User personnel using an MDT/MDC.

2. **Police - Complainant Initiated Calls-for-Service** – An incident originated by a call for service within the User’s area of responsibility received by a Dispatcher and assigned to on-duty User personnel, as indicated in Appendix “A” of this Agreement.

3. **Police and Fire - Mobile Data Terminal/Mobile Data Computer Initiated Calls** – An incident initiated by User personnel using a MDT/MDC in the field. Users shall not be assessed any fee for such incidents stored in the Lake County Lake ETSB CAD System.

4. **Fire - Calls-for-Service** – Reserved

5. **Public Works - Calls for Service** – A public works incident originated by a call for service within the User’s area of responsibility
received by a Dispatcher and assigned to User’s Public Works personnel after normal working hours, on weekends, or on holidays for weather related street maintenance, water or wastewater utility emergencies, as indicated in Appendix “A” of this Agreement.

C. **Determination of Service Fee**: Except as otherwise provided in this Agreement, each User’s Service Fee shall be determined by the Village of Lake Zurich by January 15th of each year during the term of this Agreement, unless a mutual extension of time is agreed upon no later than the last day of January. The failure of Lake Zurich to meet the January 15th date for Determination of the Service Fee shall not relieve a User from paying the full amount of its Service Fee as it comes due, calculated as provided in this Section 4. Fees will be based on the total number of chargeable CAD incidents generated in the previous calendar year.

D. **Conditional Right to Deny Services**: Lake Zurich shall have the right, in the exercise of its sole and absolute discretion based on factors such as system capacity, personnel, costs, payments, location, and similar factors, to deny Dispatch Services for any extraterritorial area defined in Subsection 4A (xi) above unless such area is reviewed and recommended by the Village of Lake Zurich Board of Trustees in advance of the commencement of police services or Dispatch Services to such area.

E. **Time for Payment**: Wauconda shall pay to Lake Zurich its respective Service Fee as determined in Section 4 of this Agreement an annual lump-sum payment. An invoice indicating the annual fee amount will be
produced and sent by the Village of Lake Zurich Finance Department.

There shall be no discount for any lump-sum pre-payment of annual Service Fees. For purposes of this Agreement, a year will begin May 1st and end April 30th. Alternative payment options, including quarterly payments, shall be at the sole discretion of the Village of Lake Zurich Finance Director with the approval of the Village of Lake Zurich Manager.

Section 5. Effective Date, Term, and Termination.

This Agreement shall commence on or about April 6, 2016 and shall remain in full force and effect until April 30, 2020. This Agreement shall be renewed automatically thereafter, without additional actions of the Parties, for successive five-year terms unless written notice of cancellation of this Agreement is received by Lake Zurich at least 120 days prior to the date of expiration of the current term of this Agreement.

Wauconda may cancel this Agreement at any time during any one of its terms by written notice of such cancellation received by Lake Zurich at least 18 months in advance of cancellation. Lake Zurich may terminate this Agreement upon 180 days’ notice to Wauconda, or at any time because of Wauconda’s failure to make the payments required pursuant to Section 4 of this Agreement within 30 days after written notice from Lake Zurich of the overdue amount.

This Agreement may also be terminated by either Party upon thirty (30) days advance written notice in the event of material breach of the terms and conditions of this Agreement; provided however, the thirty (30) day notice of termination shall not be effective if the Party alleged to be in breach cures the material breach within the thirty (30) day period if the nature of the breach is such that a cure can reasonably be effected within thirty (30)
days, or, if such cure cannot be reasonably effected within thirty (30) days, the Party alleged
to be in breach commences a cure within the thirty (30) day period and diligently pursues
such cure to completion thereafter.

Section 5a. Termination for Reasonable Cause.

The Parties desire to avoid and settle 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
non-performance or poor performance, that Party may, with reasonable cause, initiate
formal proceedings to terminate this Agreement using a three-step process.

A. Step One - The initiating Party’s Advisory Committee Liaison or Chief of
Police may complete an Advisory Committee Incident Evaluation form
documenting the facts and circumstances of the complaint pertinent to the
complaint and submit it to Lake Zurich. “Reasonable Cause” shall mean a
material violation of this Agreement (“Default”) by the Party in Default
and may include default through non-performance or documented poor
performance as indicated on the evaluation form.

B. Step Two - The Party in Default shall have the opportunity to correct the
Default within sixty (60) days of receipt of the Advisory Committee
Incident Evaluation form from the Initiating Party (“Cure Period”). If
Default is corrected within the 60-day Cure Period, the matter shall not
progress to Step three, no “Intent-to-Terminate” shall be filed, and the
Agreement shall continue for the original specified term. If the Default is
not corrected during the Cure Period, the Initiating Party may file an
"Intent-to-Terminate" letter with the Party in Default.

C. Step Three - Upon completion of the Cure Period without a correction in
the Default or improvement of performance to pre-determined performance
levels and/or industry standards, the Initiating Party may file an Intent-to-
Terminate letter with the Party in Default. Termination of the agreement
shall result in 90 days following the date of the Intent-to-Terminate letter or
upon mutual agreement between the parties.


Lake Zurich's present radio system is VHF and UHF based and plans are under way to
transition from the UHF (analog) system to Lake County STARCOM in early 2016. At
this time no further upgrades or expansion of the UHF system are planned. Maintenance
of the Lake Zurich analog radio system will continue until the transition is complete.
Each user agency shall be responsible for procuring, programming, and maintaining their
Lake Zurich compatible mobile and portable radio equipment for use by their personnel
on this system. However, any upgrade to the Lake Zurich radio system due to a User's
expansion of public safety services or the User's provision of public safety services to
another unit of local government will be the sole responsibility of the User. All
equipment necessitated by any expansion of the public safety services must be
compatible with the radio system used by the Lake Zurich 9-1-1 Dispatch Center. Any
modification of the radio system used by the Lake Zurich 9-1-1 Dispatch Center required
by this expansion will be performed by a radio service provider chosen by Lake Zurich.
All costs associated with the expansion of public safety services will be paid by the User responsible for the expansion.

The base radio stations, dispatch radio stations, antennas, satellite receivers, and other related radio equipment remain the property of Lake Zurich. With obsolescence and changing regulatory requirements Lake Zurich may from time-to-time upgrade the radio infrastructure. Changes will be communicated to all partner agencies well in advance in implementation.

Section 6a. Upgrade of Telephone System.

Users agree that any changes in the User's service area that requires installation of additional, or an upgrade to existing, telephone equipment to the Village of Lake Zurich Public Safety Answering Point, 9-1-1 Dispatch Center shall be the sole expense of the responsible User.

Section 7. Increases to Service Fee.

Any increase or decrease in the Service Fee shall be as a result of a change in the number of Complainant or Officer Initiated ETSB CAD System Incidents. Annual increases in incident service fees will be in accordance to Appendix "A".

Section 8. Advisory Committee.

An Advisory Committee comprised of a single representative from each Dispatch Service User may convene from time-to-time to discuss issues that mutually affect all Users. The Chairperson of this Committee will be the Lake Zurich Chief of Police, or his designee. Unless prohibited by law from doing so, all Users agree to operate under a standardized operational procedure as prescribed by Lake Zurich and the Lake County ETSB. Day-to-day operational issues will be addressed by the Lake Zurich Deputy Chief of Police, or in
his absence, the Communications Director. Procedures to address operational issues will be developed by the Lake Zurich Police Department. It is expressly understood that Lake Zurich is responsible for the management of Dispatch personnel.

Section 9. Enforcement.

The Parties hereto may, in law or in equity, by suit, action, mandamus, or any other proceeding including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that each Recipient agrees that is shall not seek, and does not under any circumstances have the right to seek, to recover any judgment for monetary damages against Lake Zurich or any Lake Zurich elected or appointed officials, agents, representatives, attorneys, or employees on account of the negotiation, execution, performance, or breach of any of the terms or conditions of this Agreement, except only against Lake Zurich in the event of a willful and malicious failure and refusal by Lake Zurich to provide Dispatch Services in accordance with the terms of this Agreement. In the event of a judicial proceeding brought by any of the Parties to this Agreement against another Party for enforcement or for breach of any provision of this Agreement, the prevailing party in such judicial proceeding shall be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys’ fees, incurred in connection with such judicial proceeding.

Section 10. Indemnity.

Wauconda shall defend, indemnify and hold harmless Lake Zurich, and its officers, agents and employees, from any and all liability, losses, costs, damage or expense, or
injury to person or property, including reasonable attorneys' fees, arising out of the execution of this Agreement, the performance of any act pursuant to this Agreement, or the termination of this Agreement in accordance with its terms, with the exception of any liability, losses, costs, damage or expense, or injury to person or property arising out of or resulting from either: (1) the sole action, or malfeasance of Lake Zurich, or its officers, agents and employees in the performance or non-performance of any act pursuant to the Agreement; or (2) except as otherwise provided in Section 2 and 3 of this Agreement from Lake Zurich's inability or failure to perform its obligations under this Agreement.

Lake Zurich shall defend, indemnify and hold harmless Wauconda, and its officers, agents and employees, from all and any liability, losses, costs, damage or expense, or injury to person or property, including reasonable attorneys' fees, arising out of or resulting from the sole action, or malfeasance of Lake Zurich or its officers, agents or employees in the performance or non-performance of an act pursuant to this Agreement or except as otherwise provided in Section 2 and 3 of this Agreement Lake Zurich's inability or failure to perform any provisions of this Agreement.

The above indemnities are for the performance or omission of any act pursuant to this Agreement or the termination of this Agreement according to its terms. Any liability of one Party to the other incurred during the term of this Agreement, or any extensions hereof, shall not be extinguished.

Section 11. Appropriations.

To the extent permitted by applicable law, Lake Zurich agrees to appropriate annually such funds as may be reasonably necessary to provide Dispatch Services pursuant to this
Agreement. The Recipients agree to appropriate annually all funds necessary to make payments to Lake Zurich pursuant to this Agreement.

Section 12. Amendments; Waiver.
This Agreement and the rights created by this Agreement may not be amended, modified, or waived in any respect except by written agreement expressly referring to this Agreement and duly validly authorized, executed, and delivered by all of the Parties hereto.

Section 13. Tort Immunity.
Nothing in this Agreement shall express or imply any limitation to or waiver of the tort immunities provided to Lake Zurich or Wauconda and their respective employees, as provided by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1, et seq.).

All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof when delivered in person at the address set forth below or three business days after deposit thereof in any main or branch United States post office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the Parties, respectively, as follows:

For notices and communications to Lake Zurich:

Village Manager
Village of Lake Zurich
70 East Main Street
Lake Zurich, Illinois 60047
For notices and communications to Wauconda:

Village Administrator
Village of Wauconda
101 N. Main Street
Wauconda, IL 60084

By notice complying with the foregoing requirements of this Section 14, each Party shall have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of such change of address shall be effective until actually received.
In Witness Whereof, the Parties have set their hands and affixed their seals as of the 6th day of April, 2016.

Village of Lake Zurich

By: ________________________________
    Village President

Attest:

______________________________
Village Clerk

Village of Wauconda

By: ________________________________
    Village President

Attest:

______________________________
Village Clerk

______________________________
Deputy Clerk
Appendix “A”

As provided in Section 4 – Payment, sub-section C, -Service Fee; the table below will identify the Service Fees to be assessed in subsequent years of this Agreement:

1. Police – Officer Initiated and Public Works Calls-for-Service

<table>
<thead>
<tr>
<th>YEAR</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Fee</td>
<td>$14.06</td>
<td>$14.34</td>
<td>2017 plus*</td>
<td>2018 plus**</td>
</tr>
</tbody>
</table>

2. Police – Complaint Initiated Calls-for-Service

<table>
<thead>
<tr>
<th>YEAR</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Fee</td>
<td>$19.90</td>
<td>$20.30</td>
<td>2017 plus*</td>
<td>2018 plus**</td>
</tr>
</tbody>
</table>

All Service Fee calculations are based on the number of Lake County Emergency Telephone System Board – Computer Aided Dispatch incidents generated in the previous calendar year applying the above Service Fee per incident.

* The service fee for FY 2018 shall be the specified rate per Officer Initiated or Complaint Initiated Call, adjusted as agreed upon by the parties hereto, not to exceed a percentage increase equivalent to the percentage increase in personnel costs over the previous year for Lake Zurich radio dispatchers/telecommunicators; not to exceed 6% annually.

** The service fee for FY 2019 shall be the specified rate per Officer Initiated or Complaint Initiated Call, adjusted as agreed upon by the parties hereto, not to exceed a percentage increase equivalent to the percentage increase in personnel costs over the previous year for Lake Zurich radio dispatchers/telecommunicators; not to exceed 6% annually.