

## 911 GENERAL INFORMATION

DATE: 04/19/2016

Type of Change: <input checked="" type="checkbox"/> Consolidation within an ETSB <input type="checkbox"/> Joint ETSB <input type="checkbox"/> Unserved consolidation		
<input type="checkbox"/> Plan Modification		
Current System Name:	Population Served	Land Area in Sq Miles
Lake County Emergency Telephone System Board (ETSB)	224,644	155,183
	224,644	155,183
System Name after Consolidation:		

PSAP EFFECTED: (Consolidation Plans Only)	Consolidation/ Remain Open	Decommission/ Close	Primary	Secondary
Lake County Sheriff's PSAP	Remain Open		X	
Lake Zurich Police Department PSAP	Remain Open		X	
Countryside Fire Protection District PSAP	Remain Open			X
Wauconda Police Department PSAP		Close	X	

911 System Contact: Jeannine Thompson

Street Address: 1300 S. Gilmer Road

City, State and Zip Code: Volto, IL 60073

Office Telephone: (847) 487-8163

Cellular Telephone: (847) 344-8711


Email: jthompson@lakecounty911.org

General System Email: (if applicable): \_\_\_\_\_

<p><b>Wireless Coverage for Consolidated System:</b></p> <p><u>100</u> % Phase II compliant</p> <p><u>100</u> % Phase I compliant</p>	<p><b>Please check if applicable:</b></p> <p><input checked="" type="checkbox"/> NG9-1-1 capable</p> <p><input type="checkbox"/> Receive 9-1-1 Text</p> <p><input type="checkbox"/> Receive 9-1-1 Video</p>
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# 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.

  
\_\_\_\_\_  
9-1-1 Coordinator

Subscribed and sworn to before me

this 21 day of April, 20 16.

  
\_\_\_\_\_  
NOTARY PUBLIC, ILLINOIS



**Narrative Statement:**

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 1325.205b)12).

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.



Lake County  
Emergency Telephone System Board  
1300 S. Gilmer Rd.  
Volo, IL 60073  
Phone: 847-487-8163  
Fax: 847-740-2398

9-1-1

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**EMERGENCY TELEPHONE SYSTEM BOARD OF LAKE COUNTY ENHANCED  
9-1-1 CALL HANDLING AGREEMENT**

Dave Dato  
Chairman

Dan Venturi  
Vice-Chairman

Jeannine Thompson, ENP, RPL  
Coordinator/Manager

Steven Winnecke, ENP  
Director of IT

John Firek  
Technology Specialist

Heather Natywa  
Administrative Assistant

This agreement is made this 21<sup>st</sup> 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.

## Lake County Emergency Telephone System Board | 9-1-1

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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:   
Steve Husak, Police Chief

Date: 4/21/16

### WAUCONDA POLICE DEPARTMENT, "AGENCY"

By:   
David Wermes, Police Chief

Date: 4/21/16



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

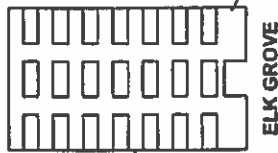
RATE CENTER END OFFICE  
A LINKS

CONTROL OFFICE

9-1-1 TRUNKS B LINKS

DATABASE  
ACCESS

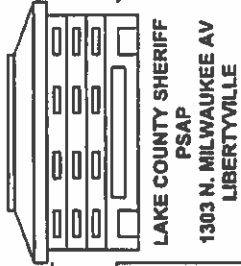
ANTIOCH  
DEERFIELD  
FOX LAKE  
GRAYS LAKE  
HIGHLAND PARK  
LAKE FOREST  
LAKE VILLA  
LIBERTYVILLE  
NORTH CHICAGO  
ROUND LAKE  
WAUKEGAN  
WHEELING  
ZION  
AT&T IS  
CLEC  
AT&T  
CORECOM  
FOCAL  
FRONTIER  
GLOBAL COM  
INTERMEDIA  
MPOWER  
MCLEOD  
PAETEC  
TDS METROCOM  
TELEPORT  
VERIZON BUSINESS  
XO COMM



(1) VOIP TRUNK  
TEMNC3151616  
TG 1518  
TUGXR151947  
MAKE BUSY

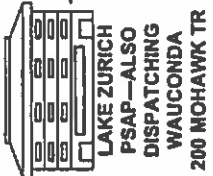
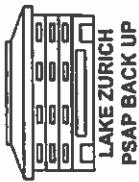
(4) WIRELESS TRUNKS  
TEMNC349002  
TEMNC349003  
TEMNC349004  
TEMNC349005  
TG 553  
SCSNC453376  
MAKE BUSY

(7) WIRELINE TRUNKS  
GROUP 1  
TEMNC347207  
TEMNC347208  
TEMNC347209  
TG 533  
TUGXR453371  
MAKE BUSY  
GROUP 2  
TEMNC347212  
TEMNC347213  
TEMNC347214  
TEMNC347215  
TG 534  
SCSNC453373  
MAKE BUSY



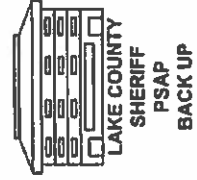
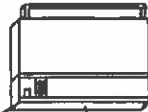
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3FD02694973-SOUTHFIELD, MI

7FD02694974-NORTHBROOK  
3FD02694975-SOUTHFIELD, MI



(2) WIRELINE TRUNKS  
TEMNC347203  
TEMNC347204  
TG 535  
TUGXR529K25  
MAKE BUSY

(2) WIRELESS TRUNKS  
TEMNC241745  
TEMNC25712  
TG 707  
SCSNC25735  
MAKE BUSY





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

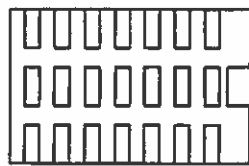
RATE CENTER END OFFICE  
A LINKS

CONTROL OFFICE

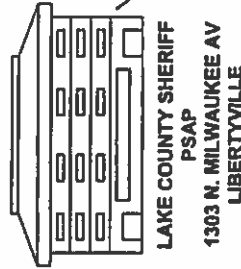
9-1-1 TRUNKS B LINKS

DATABASE  
ACCESS

BARRINGTON  
CARY  
LAKE ZURICH  
PALATINE  
WAUCONDA  
AT&T IS  
CLEC  
AT&T  
CORECOM  
FOCAL  
GLOBAL COM  
LEVEL 3  
PAETEC  
TELEPORT  
XO COMM



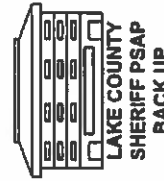
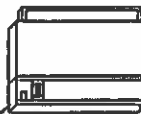
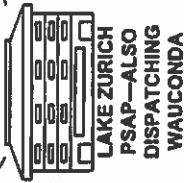
(2) WIRELINE TRUNKS  
7ENMC347733  
7ENMC49328  
TG 548  
7UGXR478187  
MAKE BUSY



7FDDZ694972-NORTHBROOK  
3FDDZ694973-SOUTHFIELD, MI

7FDDZ694974-NORTHBROOK  
3FDDZ694975-SOUTHFIELD, MI

(2) WIRELINE TRUNKS  
7ENMC347728  
7ENMC49328  
TG 548  
7UGXR438627  
MAKE BUSY





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

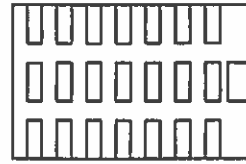
**CONTROL OFFICE**

**9-1-1 TRUNKS B LINKS**

**CONTROL OFFICE**

**RATE CENTER END OFFICE  
 A LINKS**

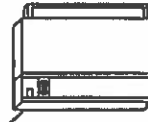
- BARRINGTON
- CARY
- LAKE ZURICH
- PALATINE
- WAUCONDA
- AT&T IS
- CLEC
- ALLEGIANCE
- AT&T
- CORECOM
- FOCAL
- GLOBAL COM
- GLOBAL CROSSING
- INTERMEDIA
- LEVEL 3
- MCLEOD
- MPOWER
- PAETEC
- TDS METROCOM
- TELEPORT (AT&T)
- VERIZON BUSINESS
- WINSTAR
- XO COMM



(4) WIRELINE TRUNKS  
 7EMNCS49560  
 7EMNCS49561  
 7EMNCS49562  
 7EMNCS49572  
 TG 538  
 TUGXR404799  
 MAKE BUSY

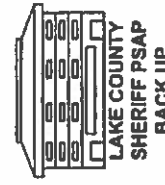
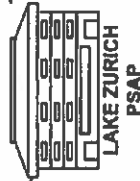


7FDDZ694974-NORTHBROOK  
 3FDDZ694975-SOUTHFIELD, MI



7FDDZ694974-NORTHBROOK  
 3FDDZ694975-SOUTHFIELD, MI

(4) WIRELINE TRUNKS  
 7EMNCS47256  
 7EMNCS47257  
 7EMNCS47258  
 7EMNCS47259  
 TG 534  
 TUGXR529126  
 MAKE BUSY





***Dispatch Services Agreement between the Village of Lake Zurich  
and the Wauconda Fire District***

This Agreement is made and entered into as of this 17<sup>th</sup> 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 15<sup>th</sup> 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 15<sup>th</sup> 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 1<sup>st</sup> and end April 30<sup>th</sup>. 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.

**Section 6. Communication Systems.**

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 it 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.

**Section 12. Amendments; Waivers.**

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.).

**Section 14. Notices.**

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 17<sup>th</sup> day of March 2016.



Village of Lake Zurich

By: *M. Dwyer*  
Village President

Attest:

*Kathleen Johnson*  
Village Clerk

Wauconda Fire District

By: *Paul Belcher*  
President



Attest:

*William [Signature]*  
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

YEAR	2016	2017	2018	2019
Service Fee	\$30.00	\$30.60	2017 plus*	2018 plus**

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.

2/12/16

***Dispatch Services Agreement between the Village of Lake Zurich  
and the Village of Wauconda***

This Agreement is made and entered into as of this 6<sup>th</sup> 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.

*1/11/16*  
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:

- (j) 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 15<sup>th</sup> 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 15<sup>th</sup> 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 1<sup>st</sup> and end April 30<sup>th</sup>. 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<sup>th</sup>, 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.

**Section 6. Maintenance of the Radio System.**

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; Waivers.**

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.).

**Section 14. Notices.**

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

2/12/16

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 6<sup>th</sup> day of April, 2016.

Village of Lake Zurich



By: *[Signature]*  
Village President

Attest:

*Kathleen Johnson*  
Village Clerk

Village of Wauconda

By: *[Signature]*  
Village President

Attest:

*[Signature]*  
Village Clerk  
*[Signature]*  
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

YEAR	2016	2017	2018	2019
Service Fee	\$14.06	\$14.34	2017 plus*	2018 plus**

2. Police – Complainant Initiated Calls-for-Service

YEAR	2016	2017	2018	2019
Service Fee	\$19.90	\$20.30	2017 plus*	2018 plus**

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 Complainant 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 Complainant 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.

