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2007 MAY -4 P 1:03

CHIEF CLERK'S OFFICE

Village of Grayslake, Illinois

Petition for Modification of a 9-1-1 Emergency
Telephone Number System

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07-0297

PETITION

Now comes the Village of Grayslake, Illinois, and requests Illinois Commerce Commission approval of its Modified Plan to establish an emergency telephone number system and in support thereof states as follows:

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

WHEREFORE, your Petitioner, the Village of Grayslake, Illinois, a municipal corporation, prays that the Illinois Commerce Commission:

- (1) Give notice of and conduct a public hearing on this petition and Modified Plan at the earliest possible date;
- (2) Enter an Order approving the Modified Plan submitted herewith and authorizing the implementation of the 9-1-1 Emergency Telephone System described herein.

Village of Grayslake, Illinois

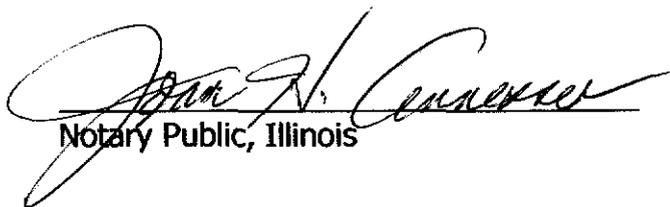
By: 
Title: Chairman of the Emergency
Telephone System Board

VERIFICATION

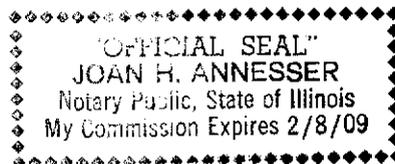
I, MICHAEL J. ELIS first being duly sworn upon oath, depose and say that I am Chairman of the Emergency Telephone System Board, of the Village of Grayslake, a municipal corporation; that I have read the above and foregoing petition by me subscribed and know the contents thereof; that said contents are true in substance and in fact, except as to those, I believe the same to be true.



Subscribe and sworn to before me
This 2nd day of February, 2007



Notary Public, Illinois



PETITIONER AFFIDAVIT

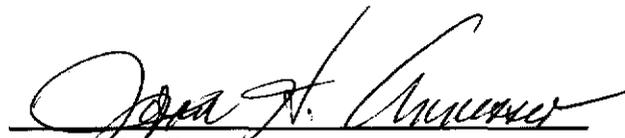
I, MICHAEL J. POLIS, being duly sworn upon oath, depose and state that I am Chairman of the Village of Grayslake Emergency Telephone System Board that I have knowledge pertaining to the instruments hereafter described and that the facts set forth in the following instruments are true and correct:

1. Letter of Intent, dated February 2, 2007
2. Outline to application for provision of 9-1-1 Service
3. Narrative
4. List of system participants showing land area and estimated population. (Exhibit 3)
5. List of public agencies or public safety agencies adjacent to proposed system boundaries (Exhibit 4)
6. The information contained on the agreements entered into between PSAP and system participants and the authenticity of the signatures on the agreements (Exhibits 8 & 9)
7. System will not be activated with a database error ratio greater than 1%

Further Affiant Sayeth Not.


Affiant

Subscribed and sworn to before me this 2nd day of February, 2007


Notary Public

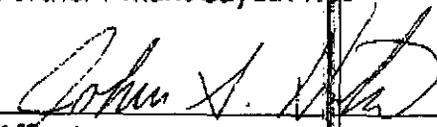


**TELECOMMUNICATIONS CARRIER
AFFIDAVIT**

I, John Hunter, being duly sworn upon oath, depose and state I am the 9-1-1 Operations Manager for AT&T and that I have knowledge pertaining to the instruments hereafter described and that the facts set forth in the following instruments are true and correct:

1. AT&T will not activate the modified 9-1-1 system with database error ration greater than 1%.

Further Affiant Sayeth Not



 Affiant

Subscribed and sworn to before me this 2nd day of February, 2007



 (NVT) Notary Public

Paul Stoffel
 Area Mgr. 911 OPNS IL/IN

9-1-1 GENERAL INFORMATION

Current Date: February 15, 2007

Proposed Operational Date: March 1, 2007

Submitted by : Village of Grayslake Illinois

_____ Final Plan

xxxxxxx Modification of an Existing System – I.C.C. Docket Number 91-0123

20,330
Total Population Served

9,000
Total Access Lines

314.0
Total Land Area Covered in Square Miles

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

Annette Wolf
Name

Village of Fox Lake 9-1-1 Manager
Title

301 S Route 59
Street Address

Fox Lake, IL 60020
City, State, Zip Code

(847) 587-3100
Telephone Number

(847) 587-3983
Alternative Telephone Number

COMMUNITIES SERVED

A list of all communities to be served by the proposed FoxComm 9-1-1 system.

City, Town or Village	Street Address, City, Zip Code
Village of Fox Lake Police Department	301 South Route 59, Fox Lake Illinois 60020
Fox Lake Fire Protection District	306 Washington Fox Lake, Illinois 60020
Village of Grayslake Police Department	33 S Whitney St, Grayslake Illinois 60030
Grayslake Fire Protection District	160 S Hawley St, Grayslake Illinois 60030

Narrative

The modification that is being requested herein is based upon the fact that the Village of Grayslake and the Grayslake Fire Protection District has entered into a contractual agreement with Fox Lake 9-1-1 Communication Center (hereafter as FoxComm) to combine its existing E911 Public Safety Answering Points (hereafter PSAP). The Village of Grayslake and the Grayslake Fire Protection District is currently operating a PSAP under the previously granted authority of the Illinois Commerce Commission, Docket number 91-0123. The physical location of the FoxComm Dispatch Facility is 301 S US Route 59, Fox Lake, Illinois 60020. Specifically, the FoxComm dispatch facility is located in the lower level of the Fox Lake Public Safety Building. This dispatch center currently provides E911 call handling and emergency communications for the following agencies:

- Fox Lake Fire Protection District
 - Fire
 - Emergency Medical Services
- Village of Fox Lake Police Department
 - Law Enforcement

The Village of Grayslake and the Grayslake Fire Protection District ETSB will continue to maintain control over any E911 surcharge money and is simply requesting the contract their dispatching services to FoxComm. The contractual agreement between FoxComm and the Village of Grayslake and the Grayslake Fire Protection District contains a cancellation clause in section 8 of the contract as follows.

By written notice served by the party desiring to terminate this Agreement upon the other parties, specifically stating that the party sending the notice is exercising its right to terminate this Agreement. Such a notice shall be effective only at the end of the initial term or any renewal term and only if served upon the other parties not less than fifteen (15) months prior to the expiration of the initial term or the then-current renewal term, as applicable.

However; this clause further specifies that FoxComm will make all necessary efforts to resolve any conflicts during a meet and confer period as such

In the event that any party provides written notice pursuant to Section 8.B.2 above, each party agrees to: (i) appoint, delegate and authorize one representative of such party to meet and confer with the appointed, delegated and authorized representative of the other parties promptly thereafter to discuss the reasons for the termination notice and whether there are circumstances under which the parties might mutually agree to renew and continue their cooperative relationship under this Agreement, and (ii) require their representative to faithfully report the nature of such discussions to their respective governmental body. The parties agree to use their best efforts and to work in good faith through this meeting process to resolve all issues precipitating the notice of termination. These efforts shall continue for a period of not less than three months following the notice ("**Meet and Confer Period**").

The primary change will be reflected at the current PSAP for the Village of Grayslake and Grayslake Fire Protection District. This PSAP will move from the existing location of 33 S Whitney St, Grayslake, Illinois 60030 Grayslake Police Department.

The FoxComm facility was constructed in concert with the new Fox Lake Police Department at the same location in 2004. This dispatch center is located completely below ground without visible advertisement as to its operation. The facility is secured from outside access by no less than two barriers at all times and is completely self-sufficient from the Police Department above. FoxComm purchased all new equipment for the operation of the center with appropriate

considerations for rapid growth. The new equipment purchased for this center includes, but is not limited to: Premium ergonomic consoles, ZETRON radio consol and phone systems, CML E911 selective router, digital instant recall recorders, DVD voice logging recorders, GEAC (via Lake County) Computer Aided Dispatching system, Sperctracom PBX and GPS controlled net clock, Powerware 9330-40 three phase uninterruptible power supply 208 V input 208V output with outside generator. Previously FoxComm was staffed (24/7/365) by Telecommunication Operators. The inclusion of Grayslake into the facility will result in Three (3) positions staffed (24/7/365). In addition three part time Telecommunicators have been added to the staffing to accommodate peak periods. The positions have been broken down to One (1) dedicated Telecommunicator per position within the center being Fox Lake Police, Grayslake Police and Fox Lake/ Grayslake Fire departments. A fourth position is being installed to accommodate the part time Telecommunicators for a call-taking position to assist with volume.

The local exchange carrier (hereafter as LEC) for the Village of Grayslake and the Grayslake Fire Protection District is AT & T; FoxComm will continue to utilize this automatic number identification (ANI) and automatic location identification (ALI) from AT & T. The ANI/ALI database will also be supplied by the LEC and shall be updated on a daily basis. AT & T is currently providing services to the FoxComm dispatch facility as a LEC. The services provided have been outlined in Exhibit 5 of this document.

The E911 system will provide police, fire and emergency medical services for all the residents and occupants of the Village of Grayslake and Grayslake Fire Protection district. Police, Fire and emergency medical services will continue to be provided by the Grayslake Police and Fire Protection District. The existing master street and address guides (hereafter as MSAG) will continue to be utilized by FoxComm. All residents and occupants within the boundaries of the Village of Grayslake and Grayslake Fire Protection District will have unfettered access to the E911 system.

The architecture of the E911 system will direct all calls to the FoxComm facility that fall into the Selective Routing Tables for the Village of Grayslake and the Grayslake Fire Protection District. This will include both wire line and wireless 9-1-1 trunk circuits. The current selective router for the Village of Grayslake and the Grayslake Fire Protection District is located at the LEC facility in Elk Grove Village and Northbrook. FoxComm will be the recipient of all requests for emergency services provided by the Grayslake Police Department and the Grayslake Fire Department. The center is staffed 24 hours per day without exception. Calls for emergency services will be processed through a state of the art emergency call handling system, voice recording system, radio transmission system, and CAD resource system.

All three (3) operator position at the FoxComm facility and the Director's office has ANI/ALI capabilities. In addition all positions and the Director's office have TTY services provided in the form of text messaging from the Zetron 9-1-1 controller. The Supervisor or Director may take over any emergency or TTY call from their current operating positions. This procedure is seamless to the calling party regardless of communication method used (voice vs. TTY) The entire center is located below grade and operates an independent electrical supply which will supply the facilities operation for not less than eight (8) hours without outside supply. Access to the center requires passing through a minimum of two electronically or key controlled security doors. Access into the center shall be granted only with visual verification of the individual's identity. No person shall enter the facility without prior authorization. This includes visiting dignitaries and equipment vendors who are escorted at all times within the facility. No glass or other penetrations exist between the center and the outside. The ANI/ALI controller and all other infrastructure equipment are located in the locked room within a locked cage. Access to this room is restricted specifically to individually authorize technical personnel. All scheduled visitors, vendors and technical personnel are logged into the security logs within the center and must wear issued visitor badge while within the building.

Telecommunications operators will enter the call information into a call management or CAD system. The CAD system will validate the caller / incident location and display recommended response units, prior calls at location, known hazards, and any other appropriate information. The unit assignment will then be transmitted to the responding agencies via radio frequency, telecommunications circuits, or mobile data terminal.

All adjacent agencies that border the geographical limitations of the Village of Grayslake and the Grayslake Fire Protection District have been contacted about the proposed system. These agencies are listed within Exhibit 4 of this document.

FoxComm will maintain the current ability to transfer any misdirected E911 calls to adjacent agencies through the use of a Flash Transfer system. This system will forward ANI/ALI information to the receiving agency. FoxComm will gather critical information from the caller, including but not limited to call back information, prior to initiating the call transfer to ensure appropriate response is completed. Radio communications with adjacent agencies is also currently in place at the FoxComm facility.

The Round Lake Area Dispatching center (Cencom) PSAP (enhanced) will continue to operate as the backup and overflow PSAP for the FoxComm 9-1-1 trunks. Emergency radio communications will continue to be provided from the FoxComm center. In the event that radio communications are not able to continue from the FoxComm facility the Cencom PSAP will provide backup services.

Upon transfer of 9-1-1 services from the Village of Grayslake and the Grayslake Fire Protection District to FoxComm, the existing communication center located at the Grayslake Police Department will be converted into an office space for the Grayslake Police Department personnel.

All Telecommunication Operations providing police services at FoxComm are trained and certified by ICJIS in the operation of the LEADS/NCIC systems. Proof of certification is retained on file with the Director of Communications. Operations training is provided to each Telecommunication Operator via an in-house adaptation of the Association of Public-Safety Communication's Officials International Inc. (APCO) training syllabus to meet or exceed the standards as defined within the Illinois Administrative Code Section 83 Part 725. Proof of training is retained on file with the Director of Communications. Emergency Medical Dispatching Certification is obtained through the Priority Dispatch System as instructed through the College of Lake County Illinois and submitted to all appropriate EMS coordinators and the Department of Public Health as required by IDPH standards.

The FoxComm Standard Operating Procedures (SOP) document state that callbox failures will result in the immediate transportation of a Telecommunication Operator to the LEC Central Office facility associated with the point of failure. For the Village of Grayslake and the Grayslake Fire Protection District the LEC is AT&T

Funding for the operation is provided by the member agencies allocated by each participant in the system. These funds may be a combination of general revenue funds and monies collected by the associated ETSB from their wire line and wireless E911 surcharges.

Public education in the proper use of E911 will continue to be provided by the member agency. In addition, FoxComm may provide supplemental resources to inform the public in the proper use of E911. This may include, but is not limited to, public service announcements, printed materials, newsletters, public speaking engagements, and public notices.

SYSTEM PARTICIPANTS

<i>System Participants</i>	<i>Street Address, City, Zip Code</i>	<i>Administrative Telephone No.</i>	<i>Population</i>	<i>Land Area</i>	<i>Check Appropriate Box</i>		
					<i>Dispatch</i>	<i>Transfer</i>	<i>Call Relay</i>
GRAYSLAKE POLICE DEPARTMENT	33 S WHITNEY GRAYSLAKE, IL 60030	847-223-2341	20,330	314	✓	✓	✓
GRAYSLAKE FIRE PROTECTION DISTRICT	STATION 1 HAWLEY ST GRAYSLAKE, IL 60030	847-223-8960			✓	✓	✓
	STATION 2 1200 BRAE LOCH RD GRAYSLAKE, IL 60030	847-223-3020			✓	✓	✓

Exhibit 4
ADJACENT AGENCY LIST

A list of public safety agency and existing 9-1-1 Systems adjacent to the proposed system boundaries, their address(es) and telephone number(es). Each agency that appears on this list should also be shown on the map(s) and should have signed a call handling agreement. ***NOTE: Please provide Exhibit 4 on diskette, if possible.**

AGENCY	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER
Gurnee Police Department	100 N Old Plaine Rd, Gurnee, IL 60031	(847) 244-8640
Lake County ETSB	311 S Main St, Wauconda, IL 60084	(847) 487-8163
Round Lake Area Police Departments	911 N Lotus Dr, Round Lake Beach, IL 60073	(847) 270-9111

FINANCIAL ARRANGEMENTS

Grayslake Police and Grayslake Fire Protection District has agreed to pay the amount of \$378,631.00 yearly for 9-1-1 services.

Please see the included intergovernmental agreement that provides the legal verbiage regarding payment arrangements and obligations.

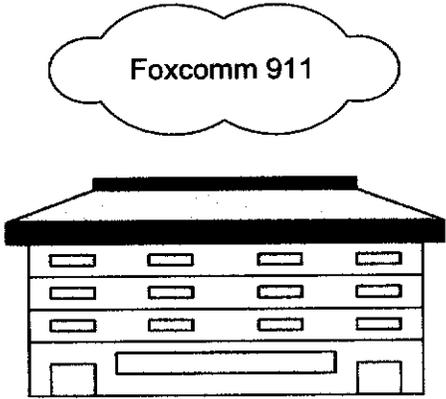
Funding Provided by
(please check the appropriate)

Funds provided by:

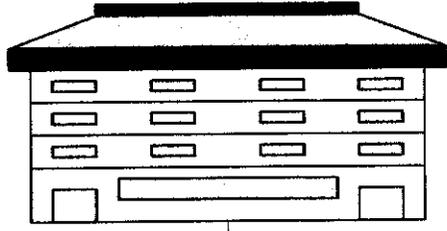
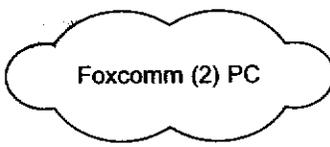
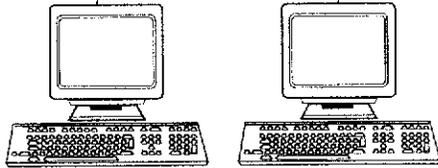
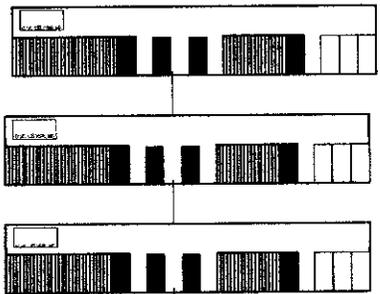
Local Government	✓
Telephone Surcharge	✓
Other	

DETAILED DESCRIPTION OF THE FUNDING MECHANISM

The Village of Grayslake's portion of the annual operating expense as noted above will be funded through the Village's Emergency Telephone System Board and the collection of the Emergency 9-1-1 Telephone System surcharge and funding from the Village's General Operating Fund. The Grayslake Fire Protection District's portion of the annual operating expense will be funded by property taxes collected by the District.



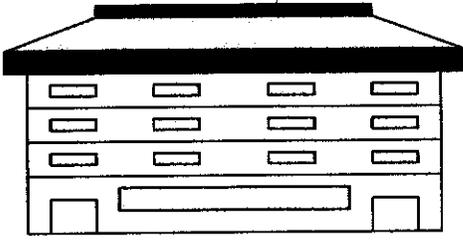
(3) Radicom Routers



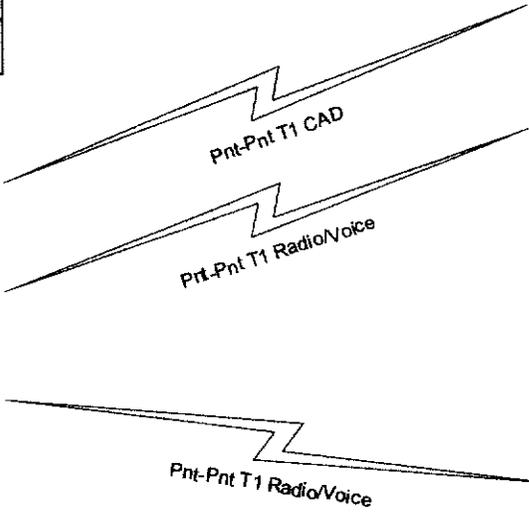
(2) Radicom Routers



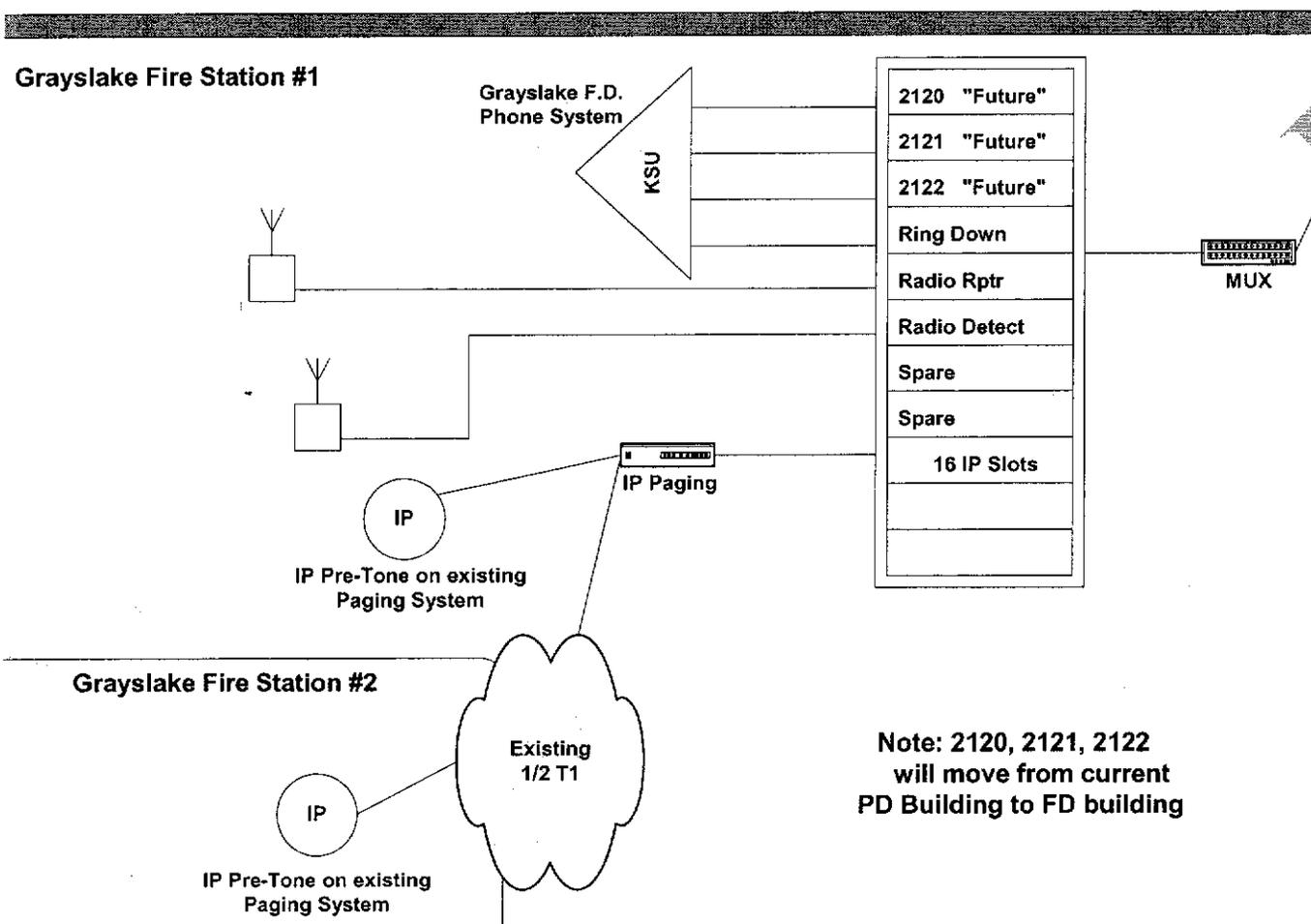
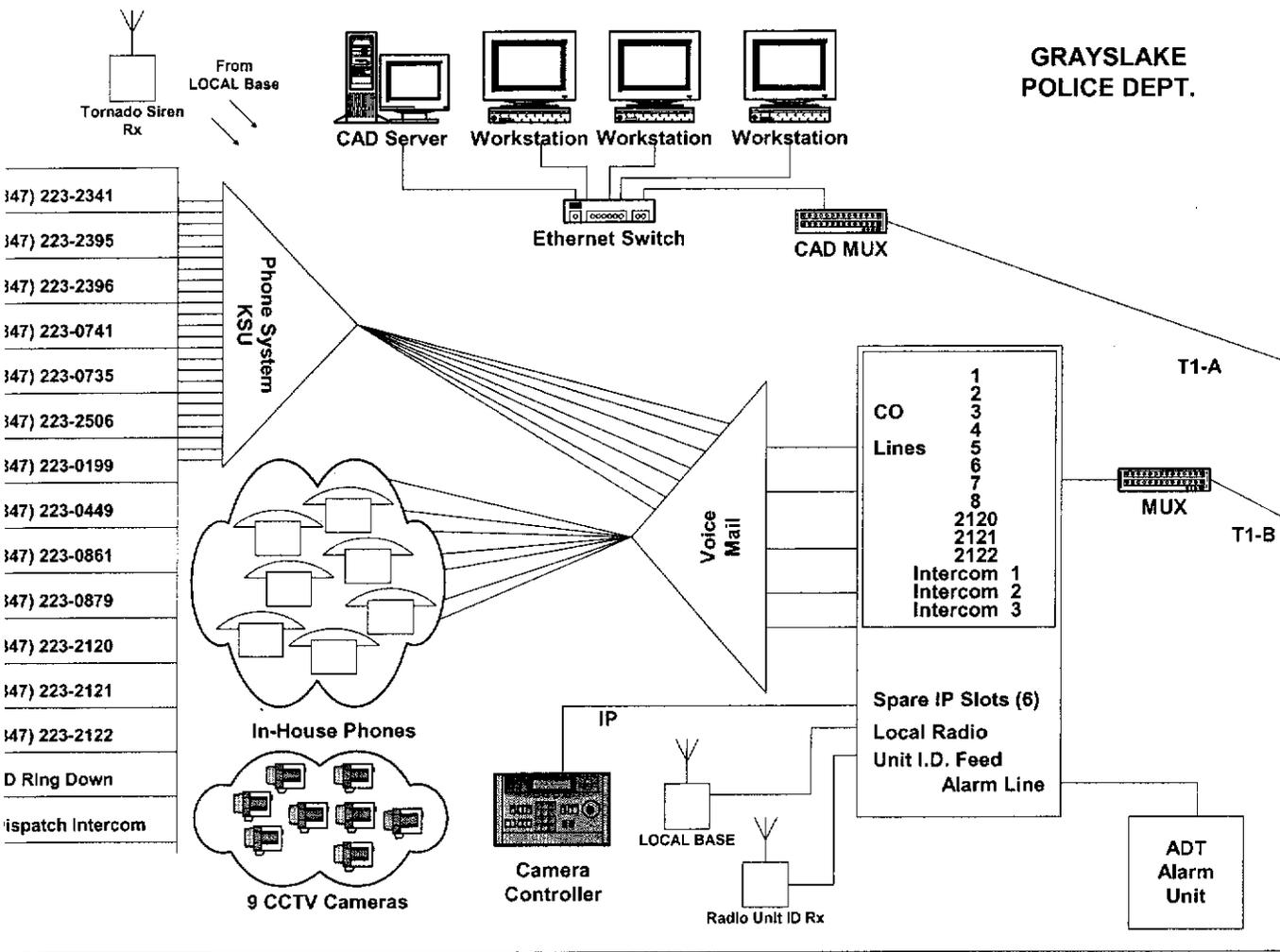
(1) Radicom Router



Pnt-Pnt T1 CAD
Pnt-Pnt T1 Radio/Voice
Pnt-Pnt T1 Radio/Voice



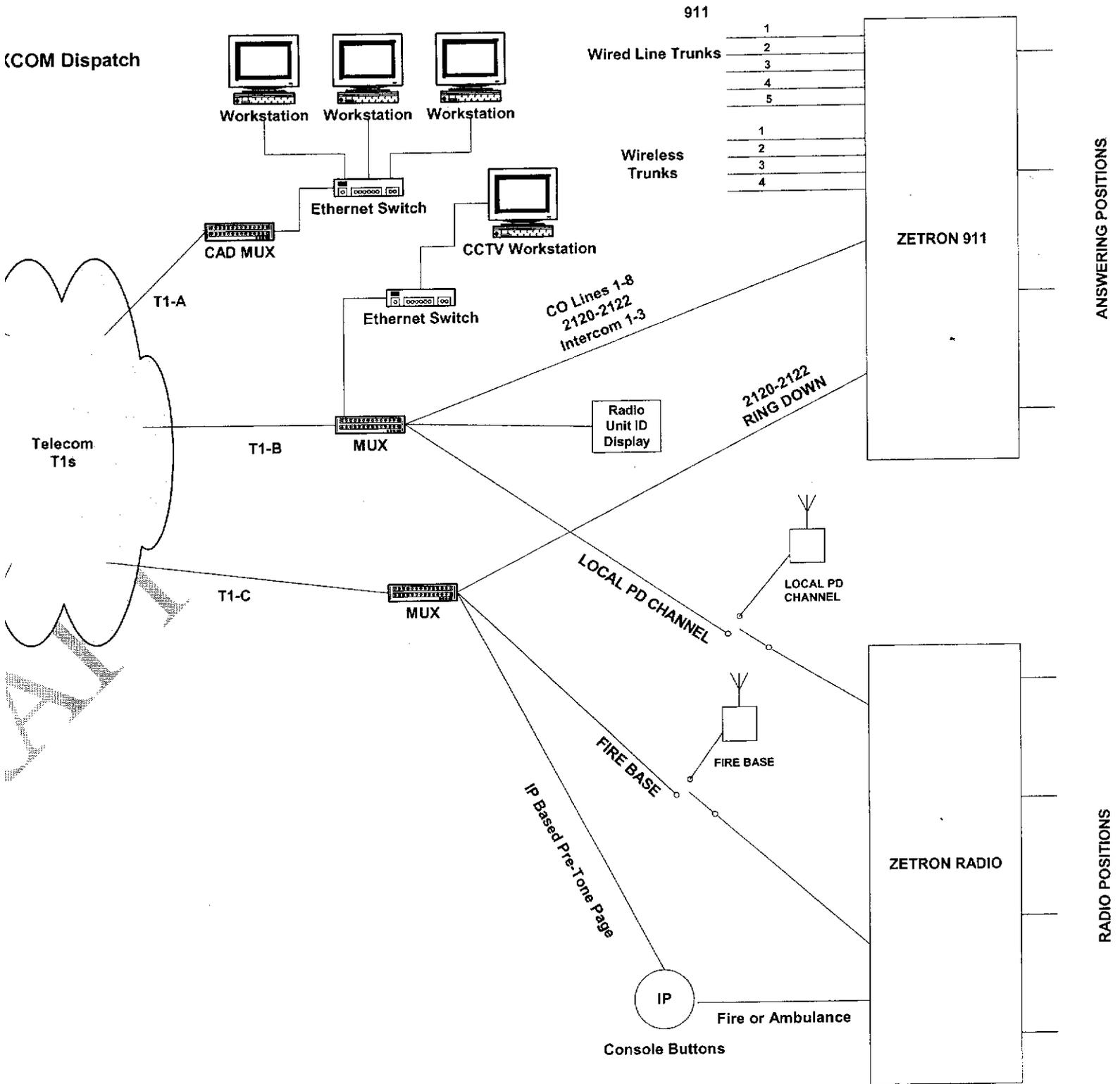
GRAYSLAKE POLICE DEPT.



Note: 2120, 2121, 2122 will move from current PD Building to FD building

DRAFT

(COM Dispatch



Radicom
Business Communications Systems

FOX LAKE COMMUNICATIONS CENTER/GRAYSLAKE 911 DISPATCH INTEGRATION

2604 N. Chapel Hill Rd.
McHenry, IL 60051
ph: (815) 385-4224
fax: (815) 385-4368

SIZE	FSCM NO	DWG NO	REV
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SCALE	SHEET		1 OF 1

AGREEMENTS

August 1, 2006

For 9-1-1 Emergency Communications

This agreement is made between the Village of Fox Lake FoxComm, hereinafter referred to as "PSAP", and the Grayslake Police Department, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

FoxComm 9-1-1 Communications PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner.

Primary: Dispatch will be provided to the Grayslake Police on frequency 473.58750000 and Grayslake Fire District on 159.07500000 through direct radio dispatch.

Secondary: Secondary Dispatch will be provided to the Grayslake Police on 154.040 and Grayslake Fire Protection District on 154.400 through secondary frequencies direct radios per agency.

AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such units shall render its service to the requesting party without regard to whether the unit is operating its normal jurisdictional boundaries.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

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

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

All agreements, management, records, and service will be the responsibility of the advisory and policy board.

Fox Lake FoxComm 9-1-1 Comm. Ctr.

PSAP

By [Signature]

Title PSAP Manager

Grayslake Police Department

Agency

By [Signature]

Title Chief of Police

Grayslake ETSB Board

By [Signature]

Title CHAIRMAN



ILLINOIS COMMERCE COMMISSION
TELECOMMUNICATIONS DIVISION

AGREEMENTS

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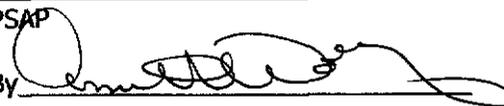
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Fox Lake FoxComm 9-1-1 Comm. Ctr.

PSAP

By 

^{PSAP}
Title Manager

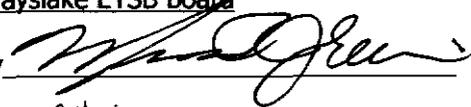
Grayslake Fire Protection District

Agency

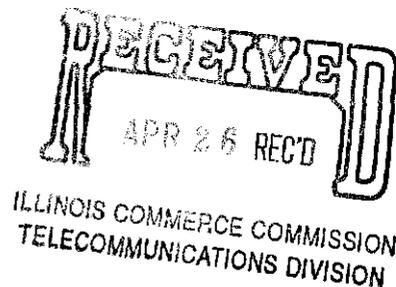
By 

Title Fire Chief

Grayslake ETSB Board

By 

Title CHAIRMAN



**DISPATCH SERVICES AGREEMENT AMONG
THE VILLAGE OF FOX LAKE, VILLAGE OF GRAYSLAKE,
AND GRAYSLAKE FIRE PROTECTION DISTRICT**

THIS AGREEMENT is made as of August 1, 2006, by and between the **VILLAGE OF FOX LAKE**, an Illinois municipal corporation ("**Fox Lake**"), the **VILLAGE OF GRAYSLAKE** ("**Grayslake**"), an Illinois municipal corporation, and the **GRAYSLAKE FIRE PROTECTION DISTRICT** ("**District**"), a fire protection district and body corporate. In consideration of the mutual promises of the parties hereto made each to the other and other good and valuable consideration, Fox Lake, Grayslake, and the District hereby agree as follows:

Section 1. Background.

A. Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government such as Grayslake, Fox Lake, and the District, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, further authorizes such intergovernmental cooperation.

B. Currently, both Grayslake and Fox Lake provide their own radio dispatch services to residents within their respective communities.

C. Grayslake also provides public safety radio dispatch services to customers served by the District.

D. Fox Lake has agreed to provide Grayslake and the District with radio dispatch services utilizing personnel and equipment maintained and operated by Fox Lake.

E. Fox Lake, Grayslake, and the District have determined that it is in the best interests of each party to this Agreement and the public health, safety and welfare of persons and property within Fox Lake, Grayslake, and the District to enter into an agreement providing that Fox Lake shall provide radio dispatch services to Grayslake and the District.

Section 2. Provision of Dispatch Services by Fox Lake and Corresponding Obligations of Grayslake and the District.

A. Operation of Full Service Dispatch Center by Fox Lake. Fox Lake shall operate a full service dispatch center to provide dispatch services to Grayslake and the District, which services shall include without limitation the following:

1. Provide 24-hour a day answering of all emergency 9-1-1, non-emergency, and administrative phone line calls and maintain updated telephone lists of Grayslake and District staff and employees and implement and utilize call-out procedures for emergencies and non-emergencies, forward messages, utilizing reasonable telephone answering procedures adopted by Fox Lake, Grayslake and the District.

2. Provide 24-hour a day dispatching for all Grayslake Police, Grayslake Public Works, and District calls for service and related activities and maintain and operate radio and computer communications with Grayslake and the District, utilizing dispatching procedures adopted by Grayslake and the District, as the case may be.
3. Fox Lake will use best efforts to maintain the following minimum daily dispatch services employee staffing levels:
 - 3 persons for the 7:00 a.m. to 3:00 p.m. shift.
 - 3 persons for the 11:00 p.m. to 7:00 a.m. shift.
 - 3 persons for the 3:00 p.m. to 11:00 p.m. shift;

provided, however, in the event that staffing difficulties caused by an emergency situation that is beyond Fox Lake's reasonable control prevent such minimum staffing, then Fox Lake shall notify the District and Grayslake of any circumstance when such minimum staffing level will not be met.

4. Provide and continuously update training to all Fox Lake dispatch services employees in the operation of Grayslake's New World C.A.D. program and records management systems as further described in Section 2.B of this Agreement.
5. Staff at least one employee on each of the shifts referenced above to provide dedicated dispatch services to Grayslake, and one employee on each of the shifts referenced above to provide dedicated fire dispatch services to the District and Fox Lake Fire Department, which employees shall be trained in and responsible for operating Grayslake's New World C.A.D. program and records management systems as further described in Section 2.B of this Agreement.
6. Provide pre-arrival instructions to callers in emergency medical and rescue situations.
7. Provide general information to and answer questions related to public health and safety issues (i.e. boil orders or street closures) and general information related to Police, Fire, and other Grayslake services asked by Grayslake citizens and others in accordance with informational materials provided by Grayslake; provided, however, that Fox Lake shall forward to Grayslake or the District, as the case may be, non-emergency calls and under no circumstances shall Fox Lake accept the payment of fees for the District or for Grayslake.
8. Upon request by Grayslake or the District, as the case may be, provide copies of reports on call volume, LEADS reports, officer time usage, and any other requested reports.
9. Provide a secondary public safety answering point ("**PSAP**") as required by the Illinois Commerce Commission.

10. Provide warning notifications to the Grayslake and District community and residents, including without limitation activating community warning sirens, as requested by Grayslake and in accordance with Grayslake's policies and procedures.
11. Maintain a call logging and recording system of all calls (Dictaphone) and, upon request, provide copies of recorded calls to the Lake County State's Attorney, Grayslake Police Department, and the District.
12. Provide electronic remote control monitoring for the Grayslake Police Department security system, including monitoring the entry to the Grayslake Police Department building and for prisoner checks at the Grayslake Police Department; provided, however, that Grayslake shall provide the necessary equipment and connections at Grayslake's cost to enable Fox Lake's monitoring company (presently Abbot Electronics) to accomplish the monitoring.
13. Upon execution of this agreement, Fox Lake will meet or exceed all applicable standards for public safety telecommunication organizations as established by the Commission on Accreditation for Law Enforcement Agencies, Inc. ("**CALEA**") and A.P.C.O.'s CALEA requirements. Fox Lake shall provide evidence of compliance with CALEA and A.P.C.O.'s CALEA requirements. In addition, Fox Lake agrees to assist Grayslake in any manner necessary, including providing evidence of compliance with CALEA standards, cooperating with representatives and assessors of CALEA, A.P.C.O. and the Illinois Police Accreditation Coalition ("**IPAC**"), and any other appropriate action, to ensure that Grayslake receive full accreditation status through CALEA, including successful completion of a mock assessment through IPAC. Further, Fox Lake agrees to assist the District in any manner necessary to ensure that the District receives full accreditation status through the Insurance Services Office ("**ISO**"). It is understood, however, that Fox Lake's obligations in this regard are related solely to the telecommunications requirements of such accreditations, and not to any other aspects of police or fire activities undertaken by Grayslake or the District, as the case may be.
14. At Grayslake's request, Fox Lake agrees to install, maintain, and operate an emergency community telephone notification system; provided, however, that the costs incurred by Fox Lake shall be the responsibility of Grayslake. Unless otherwise agreed to by the Parties, the use of this system shall be restricted to Grayslake and the District.
15. Operate, maintain, and manage the Law Enforcement Data System program ("**LEADS**"), including without limitation the following activities:
 - a. Assist and cooperate with state audits of the LEADS program files and operations.
 - b. Enter into the LEADS system information as requested by Grayslake, including without limitation warrants and sex offenders.
 - c. Maintain and manage hot files.
 - d. Maintain and manage all LEADS files.

- e. Remove from the LEADS files information and data that is no longer current.
 - f. Update and validate, on a regular basis, LEADS data and files, with information provided by Grayslake.
16. Maintain and operate mutual aid dispatch services for Grayslake and the District in accordance with the emergency response plans and programs established by the Mutual Aid Box Alarm System ("**MABAS**"), the Northern Illinois Police Alarm System ("**NIPAS**"), and the Illinois Law Enforcement Alarm System ("**ILEAS**"), as well as any other applicable public safety organizations, provided, however, that Fox Lake's obligations in this regard are limited to monitoring, dispatching, documenting, and updating of system information, based upon data provided by Grayslake and the District.
17. Participate in reasonable periodic training exercise programs and scenarios conducted by Grayslake and the District, including the provision of dispatch services employees to participate in the programs and scenarios, provided that adequate notice is given and staffing limitations permit such participation, and provided further that Fox Lake will not be obligated to participate on D.U.I. training details.

(collectively, "**Dispatch Services**")

B. Obligations of Grayslake. Grayslake agrees to perform the following in order to enable Fox Lake to efficiently and properly fulfill its obligations under this Agreement:

- 1. Provide timely updated telephone lists, call out procedures and suggested telephone answering procedures.
- 2. Provide timely training and updates on Grayslake's New World CAD program.
- 3. Provide timely notification of designee of Police Chief for notice in absence of Police Chief.
- 4. Provide informational materials on public safety issues for dissemination to residents of Grayslake.
- 5. Provide detailed information on proper locations where Grayslake residents can pay utility bills and fees.
- 6. Provide proper equipment and connections to enable Fox Lake to monitor entry to the Police Department building and prisoner checks.
- 7. Cooperate in assisting Fox Lake to achieve necessary accreditation required by this Agreement.
- 8. Provide timely reports and other data needed for Fox Lake to comply with LEADS requirements.
- 9. Provide timely information for medical aid dispatch.

10. Provide training exercises and reasonable notification thereof.
11. Provide connection to and transportation of alarm boards to Fox Lake at Grayslake's cost.

C. Obligations of the District. The District agrees to perform the following in order to enable Fox Lake to efficiently and properly fulfill its obligation under this Agreement:

1. Provide timely updated telephone lists, call out procedures and suggested telephone answering procedures.
2. Provide timely notification of designee of Fire Chief for notice in absence of Fire Chief.
3. Provide informational materials on public safety issues for dissemination to residents of the District.
4. Provide timely information for medical aid dispatch.
5. Provide training exercises and reasonable notification thereof.
6. Enter into an Intergovernmental Agreement with Lake County to enable the District to use the Lake County ETSB CAD system presently used by Fox Lake and abide by the rules and regulations of the Lake County ETSB CAD system. Fox Lake's obligations under this Agreement are contingent on Lake County's approval.

D. Party Obligations Relating to New World System. Grayslake has an existing agreement with New World for New World's provision of a C.A.D. program and records management services to Grayslake ("**New World Program**").

1. To the extent authorized by Grayslake's licensing agreement with New World, Grayslake agrees to (a) permit Fox Lake to access and utilize the New World Program in connection with the provision of Dispatch Services to Grayslake and District residents and customers and (b) provide availability of two licenses for use by Fox Lake in accessing and utilizing Grayslake's New World CAD Program, at Grayslake's cost.
2. Fox Lake's access and use of the New World Program shall be subject to the following terms and conditions:
 - a. Fox Lake agrees to comply with Grayslake standards for Police C.A.D. entries for all reporting needs and in maintaining Grayslake's officer time usage reports.
 - b. Fox Lake agrees to reasonably cooperate with the Grayslake administrator of the New World Program in the implementation of any necessary updates and changes to any of the systems included as part of the New World Program, including without limitation the C.A.D. system, the Mobile X client system, the N.C.I.C. client system, and the App.

server system, but Grayslake is responsible for any and all costs of such implementation.

- c. Fox Lake agrees that the New World Systems Booking Client and the New World records management systems shall continue to be maintained by and under the control of the Grayslake administrator of the New World Program.
3. In addition, at Fox Lake's request, Grayslake agrees to use best efforts to negotiate with New World an amendment to Grayslake's licensing agreement with New World to expand New World's services to allow Fox Lake, the District, and other potential users of Fox Lake's 911 Center to access and use the New World Program for customers outside Grayslake. In the event that an agreement is reached to expand such services, the parties agree to negotiate a separate agreement to set forth the details for the expanded use, and the cost for such additional services shall be the sole responsibility of Fox Lake.

Section 3. Determination and Payment of Costs by Grayslake and the District.

A. Annual Fee for Dispatch Services. Grayslake and the District agree to pay to Fox Lake an annual fee for the Dispatch Services in the amount of \$378,631.00, based on estimated costs detailed on the attached Exhibit A ("**Annual Fee**"). Grayslake's portion of the Annual Fee shall be \$308,405.00 and the District's portion of the Annual Fee shall be \$70,226.00. After the initial term of this Agreement has expired and beginning on the third anniversary of this Agreement, the Annual Fee for each year of the renewal term shall be adjusted on an annual basis to conform with the "Consumer Price Index," as that term is defined by the Illinois Property Tax Extension Limitation Law, 35 ILCS 200/18-185 (or such similar index in the event that such law is repealed or amended to eliminate the defined "Consumer Price Index"), with the percentage increase for each year of the renewal to be based on the percentage increase in the Consumer Price Index during the 12 month calendar year preceding the beginning of the renewal year. Neither Grayslake nor the District shall be responsible or liable for the other party's portion of the Annual Fee. The Annual Fee shall be paid to Fox Lake in twelve (12) equal monthly payments per year, payable in advance on the 1st day of each month beginning on the Commencement Date, as defined in Subsection 10.B. The provisions of the Local Government Prompt Payment Act (50 ILCS 505/1) shall apply to all payments due hereunder.

B. One Time Capital Charge. Grayslake agrees to pay to Fox Lake a one-time capital charge in the amount of \$154,100 to compensate Fox Lake for initial capital expenditures incurred by Fox Lake for additional equipment necessary to implement the provision of the Dispatch Services to Grayslake and the District ("**Capital Charge**"). The Capital Charge includes \$99,100 for Grayslake-related equipment and \$55,000 for District-related equipment. The Capital Charge shall be paid to Fox Lake within 45 days of the execution of this Agreement by all parties. Except as otherwise expressly provided herein, neither Grayslake nor the District shall be responsible for any future capital expense by Fox Lake or any other entity related to the provision of the Dispatch Services to Grayslake and the District.

C. New Recipients of Dispatch Services. In the event that Fox Lake provides dispatch services to other municipalities or fire protection districts, the parties agree to negotiate whether a reduction is appropriate in Grayslake's and the District's share of the Dispatch

Service costs due to the economies of scale of certain fixed operating costs and existing dispatch services employees responding to increased call volumes. Further, Fox Lake represents and warrants that the level of services provided to Grayslake and the District pursuant to this Agreement shall not diminish in any manner, notwithstanding Fox Lake's provision of services to other municipalities or fire protection districts.

Section 4. Insurance.

A. Coverage Provided. Fox Lake agrees to provide the following insurance coverages for the Dispatch Services:

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

B. Indemnification.

1. Fox Lake does hereby indemnify and holds Grayslake and the District harmless from and against any and all claims which may arise out of the provision of Dispatch Services by Fox Lake under this Agreement, except to the extent caused by the negligence of Grayslake or the District, as the case may be.
2. Grayslake does hereby indemnify and holds Fox Lake harmless from and against any and all claims which may arise out of the obligations of Grayslake under this Agreement, except to the extent caused by the negligence of Fox Lake.
3. The District does hereby indemnify and holds Fox Lake harmless from and against any and all claims which may arise out of the obligations of the District under this Agreement, except to the extent caused by the negligence of Fox Lake.

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

D. Termination of Coverage. If Fox Lake's coverage as provided by its insurer is terminated for any reason:

1. Fox Lake shall promptly notify Grayslake and the District of receipt of any such notice; and

2. Fox Lake agrees to use its best efforts to provide comparable coverage either through membership in a joint risk management association or through commercial insurance carriers.

Section 5. Promotion of Interaction and Communication.

The parties agree that they desire to establish a variety of means to enhance and promote communication and cooperation between Fox Lake, Grayslake, and the District. In addition to those matters otherwise addressed in this Agreement, the parties also wish to establish the following:

A. Access to Information About Service Delivery. Grayslake and the District shall have access to records pertaining to the Dispatch Services provided to them for the purposes of inspection by any authorized representatives of Grayslake and the District (during regular business hours, upon reasonable notice), to the same extent as such records are available for inspection by any authorized representatives of Fox Lake.

B. Complaint Procedure. Fox Lake shall establish a procedure for logging in and responding to complaints concerning the provision of the Dispatch Services. Fox Lake agrees to inform Grayslake or the District, as the case may be, when specific complaints are brought by their respective residents or customers, including without limitation the date and time of the call, complainant's contact information, and a description of the complaint. In addition, Fox Lake agrees to inform Grayslake or the District, as the case may be, of the actions taken by Fox Lake to resolve the complaint.

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

Section 6. Alarms; Records.

A. Police and Fire Alarms. Fox Lake agrees to permit the necessary alarm equipment to be housed at Fox Lake's facilities, to monitor the police and fire alarms of Grayslake and District residents and to cooperate with any Grayslake and District alarm board providers with the costs of transporting and connecting the boards to be borne by Grayslake or the District as the case might be. In the event the parties determine that it is in the parties' best interests to combine and consolidate the alarm boards of the respective parties, then the parties agree to negotiate a separate agreement to provide for the sharing of alarm board revenues received by Fox Lake as they relate to alarm systems in Grayslake and/or the District.

B. Records of Services Provided. Fox Lake shall establish and keep a file and record system for all data relative to the Dispatch Services. The parties shall provide and exchange records in accordance with the provisions and limitations of the Health Insurance Portability Accountability Act, the provisions of which shall supersede any conflicting requirement of this Section.

Section 7. Dispute Resolution.

A. Negotiation. The parties desire to avoid and settle without litigation any future disputes that may arise between them relative to this Agreement. Accordingly, the parties agree to engage in good faith negotiations to resolve any such dispute. If any party has a dispute about a violation, interpretation, or application of a provision of this Agreement, or a dispute regarding a party's failure to comply with this Agreement, then that party may serve on the other party written notice, delivered as provided in Section 10 of this Agreement, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The parties then, within seven (7) days, shall schedule a date certain for representatives of the parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30) days after notice of the dispute has been delivered as provided herein.

B. Continuation of Services and Payments. During all negotiation proceedings and any subsequent proceedings provided for in this Section 7, Fox Lake, Grayslake, and the District shall continue to fulfill the terms of this Agreement to the fullest extent possible. Fox Lake shall continue to provide Dispatch Services to Grayslake and the District as provided by this Agreement. Grayslake and the District shall continue to make all payments to Fox Lake for the Dispatch Services as provided by this Agreement, including all payments about which Fox Lake has or may have a dispute.

C. Remedies. Provided that the parties have met their obligations under Section 7.A, the parties shall be entitled to pursue such remedies as may be available in law and equity. The requirements of Section 7.A shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety.

Section 8. Term; Termination.

A. Initial Term and Renewal Terms. The initial term of this Agreement shall be for three years. Thereafter, this Agreement shall automatically renew for successive terms of one year each, unless otherwise terminated as provided in this Agreement.

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

1. By written amendment to this Agreement duly authorized by the appropriate legislative action of the parties; or
2. By written notice served by the party desiring to terminate this Agreement upon the other parties, specifically stating that the party sending the notice is exercising its right to terminate this Agreement. Such a notice shall be effective only at the end of the initial term or any renewal term and only if served upon the other parties not less than fifteen (15) months prior to the expiration of the initial term or the then-current renewal term, as applicable.

Section 9. Procedures In the Event of Termination.

In the event that any party provides written notice pursuant to Section 8.B.2 above, each party agrees to: (i) appoint, delegate and authorize one representative of such party to meet and confer with the appointed, delegated and authorized representative of the other parties

promptly thereafter to discuss the reasons for the termination notice and whether there are circumstances under which the parties might mutually agree to renew and continue their cooperative relationship under this Agreement, and (ii) require their representative to faithfully report the nature of such discussions to their respective governmental body. The parties agree to use their best efforts and to work in good faith through this meeting process to resolve all issues precipitating the notice of termination. These efforts shall continue for a period of not less than three months following the notice ("**Meet and Confer Period**").

Section 10. Miscellaneous.

A. **Unfunded Mandates.** The parties acknowledge that significant changes have occurred in legal requirements of Dispatch Services over the past decade and are likely to occur in the future. In the event that unfunded mandates arise which impose obligations on Fox Lake over and above current obligations, then the parties agree to negotiate a sharing of the costs incurred to comply with said mandates, and the parties agree to be responsible for their fair share of said costs.

B. **Effective Date.** This Agreement shall be effective on the date that Fox Lake delivers to the Village and to the District a "Notice of Commencement" that Fox Lake is ready and able to perform the obligations set forth in this Agreement ("**Commencement Date**"). The parties acknowledge that the interim agreement for dispatch assistance services that was previously entered into by the parties shall continue in full force and effect until the Commencement Date.

Section 11. General Provisions.

A. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by facsimile. Facsimile notices shall be deemed valid upon confirmed transmission followed by notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt or the date of confirmed fax transmission. By notice complying with the requirements of this Section 11.A, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

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

Village of Fox Lake
66 Thillen Drive
Fox Lake, Illinois 60020
Fax: (847) 587-2237
Attention: Clerk

with a copy to: Howard R. Teegen
Soffiatti, Johnson, Teegen, Phillips, Morozin & Argueta, Ltd.
74 E. Grand Ave., P.O. Box 86
Fox Lake, IL 60020
Fax: (847) 587-4538

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

Village of Grayslake
10 South Seymour Drive
Grayslake, Illinois 60030
Fax: (847) 223-4821
Attention: Village Manager

with a copy to: Julie A. Tappendorf
Holland & Knight LLP
131 S. Dearborn Street, 30th Floor
Chicago, Illinois 60603
Fax: (312) 578-6666

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

Grayslake Fire Protection District
160 Hawley Street
Grayslake, Illinois 60030
Attention: Fire Chief

with a copy to: Shawn Flaherty
Ottosen Britz Kelly Cooper & Gilbert, Ltd.
300 South County Farm Road, Third Floor
Wheaton, Illinois 60187
Fax: (630) 682-0788

B. Time of the Essence. Time is of the essence in the performance of this Agreement.

C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

D. Non-Waiver. No party shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of any party to exercise at any time any right granted to such party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the party's right to enforce that right or any other right.

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

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

G. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

H. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supercedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

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

J. Exhibit. Exhibit A attached to this Agreement is, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

K. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with applicable law.

L. Changes in Laws. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the future.

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

N. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against Fox Lake, Grayslake, or the District.

IN WITNESS HEREOF, Fox Lake and Grayslake, respectively, have caused this Agreement to be executed by their respective Village President and attested by their respective Village Clerk, and the District has caused this Agreement to be executed by its President and attested by its Secretary, as of the day and year first above written.

VILLAGE OF FOX LAKE

By _____
Village President

Attest _____
Village Clerk

VILLAGE OF GRAYSLAKE

By Timothy J. Murphy
Village President

Attest John J. Seal
Deputy Village Clerk

**GRAYSLAKE
FIRE PROTECTION DISTRICT**

By [Signature]
President

Attest [Signature]
Secretary

N. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against Fox Lake, Grayslake, or the District.

IN WITNESS HEREOF, Fox Lake and Grayslake, respectively, have caused this Agreement to be executed by their respective Village President and attested by their respective Village Clerk, and the District has caused this Agreement to be executed by its President and attested by its Secretary, as of the day and year first above written.

VILLAGE OF FOXLAKE

By *Cindy Juven*
Village President

Attest *Amorthea Wells*
Village Clerk

VILLAGE OF GRAYSLAKE

By _____
Village President

Attest _____
Village Clerk

**GRAYSLAKE
FIRE PROTECTION DISTRICT**

By _____
President

Attest _____
Secretary

3788230_v7

EXHIBIT A
COST BASIS

FOXCOMM COST BASIS

personnel (5 positions @ \$55,000 each)	\$ 275,000
Scenario Overhead 10.0% \$ 27,500	\$ 302,500
Telephone Fees	\$ 25,000
Software License Renewal	\$ 8,000
FCC License/Leads Fees	\$ 11,400
	<hr/>
	\$ 44,400
 Total	 \$ 346,900

20 % Operating Cost Share Expenses

CAD costs for Grayslake	\$ 6,000
CAD MAINTENANCE	\$ 975
Priority Medical Software Support	\$ 7,784
Maintenance Agreements	\$ 702
Maintenance Supplies	\$ 100
Kramer Data Power	\$ 1,710
Radicom Service Agreement Goodman	\$ 7,000
Plumbing	\$ 50
Jeff Lilly and associates	\$ 780
Postage	\$ 100
Employment Ad	\$ 200
Dues	\$ 400
Conference	\$ 1,260
Office Supplies	\$ 1,000
Operating Supplies	\$ 1,670
Furniture	\$ -
IT Services	\$ 1,200
Attorney Fees	\$ 800
	<hr/>
Total	\$ 31,731
 Total Annual Operating Cost	 \$ 378,631
 One-time Capital Contribution	 \$ 99,100

**LAKE COUNTY/GRAYSLAKE FIRE PROTECTION DISTRICT
INTERGOVERNMENTAL AGREEMENT FOR
UTILIZATION OF THE LAKE COUNTY
COMPUTER AIDED DISPATCH SYSTEM**

This Agreement is entered into by and between the County of Lake, a body politic and corporate, hereinafter referred to as the "COUNTY," and the Grayslake Fire Protection District, a municipal corporation, hereinafter referred to as the "CONTRACTOR."

WHEREAS, the COUNTY owns and the Lake County Emergency Telephone System Board (ETSB), an agency of the COUNTY, operates a Computer Aided Dispatch System (CAD); and

WHEREAS, the CAD is an automated police and fire call dispatch system utilizing computer access to address, incident, and resources information and the related computer hardware which is owned and operated by the ETSB; and

WHEREAS, the CONTRACTOR is desirous of contracting with the COUNTY to utilize the CAD for fire call dispatch purposes; and

WHEREAS, the CONTRACTOR will gain access to the CAD through its dispatcher, FoxCom; and

WHEREAS, FoxCom also dispatches for Fox Lake Police Department, whose Village of Fox Lake has entered into an Intergovernmental Agreement with Lake County for CAD connectivity; and

WHEREAS, any costs associated with CONTRACTOR'S CAD connection and use will be borne by CONTRACTOR as it makes arrangements through its dispatcher, FoxCom/Village of Fox Lake; and

WHEREAS, both the COUNTY and the CONTRACTOR are units of local government pursuant to the Illinois Constitution of 1970, Article VII, Section 1 and Illinois Statute, 70 ILCS 705/1; and

WHEREAS, the COUNTY and CONTRACTOR are authorized by the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., to enter into intergovernmental agreements, ventures and undertakings, to perform jointly any governmental purpose, or undertaking, either of them could do singularly.

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties agree that the CONTRACTOR shall be allowed to utilize the CAD subject to the following terms and conditions:

The CAD, its systems, programs, and reports shall remain the sole and exclusive property of the COUNTY.

1. The CONTRACTOR shall be responsible for all direct actual costs associated with CONTRACTOR's use of the CAD including, but not limited to, report generation, licensing, mapping, geocoding, engineering, consulting, programming, hardware, software, cabling, interfaces, training, troubleshooting, maintenance and upgrades, related thereto. To the extent any such costs are incurred by the COUNTY, or the ETSB, the COUNTY shall provide an itemized invoice to the CONTRACTOR, and the CONTRACTOR shall reimburse the costs on a monthly basis. CONTRACTOR's obligation to pay its costs shall survive any termination of this Agreement.
2. The CONTRACTOR shall have no direct CAD programming access, no right or ability to modify the CAD operating system, utilities or vendor software and no CAD system administration authority.
3. The CONTRACTOR shall have no right to work on, install, or have installed any software, programs, or the like on the computer hardware operating the CAD system.
4. The COUNTY, through the ETSB, shall retain exclusive rights and authority to program, modify, upgrade, administer and/or otherwise alter the CAD and its systems. The COUNTY shall provide reasonable notice to the CONTRACTOR of modifications, upgrades, or alterations to the CAD and its systems that are likely to impact the CONTRACTOR'S access to the CAD.
5. The COUNTY shall retain the exclusive right and authority to approve any additional agency or unit of local government that seeks access to the CAD and its systems through the CONTRACTOR. Any current or future agency or unit of government dispatched by the CONTRACTOR, or their agents, shall be required to enter into a separate intergovernmental agreement with the COUNTY for utilization of the CAD under such terms as the COUNTY may establish.
6. CONTRACTOR shall pay all invoices and monies owed hereunder in accordance with the Illinois Prompt Payment Act. Failure of the COUNTY to invoice CONTRACTOR in a timely manner shall not effect a waiver of CONTRACTOR's obligation to pay.
7. The CONTRACTOR shall designate in writing at the time of execution of this Agreement a single point of contact for all purposes relating to this Agreement, including queries, complaints, and invoicing.

8. The COUNTY or its designee through the ETSB, shall designate a primary contact person for receiving queries, complaints, and commendations for services provided under this Agreement. In the event of a dispute between the parties as to the extent of service or performance under this Agreement, the determination of the COUNTY shall be final and conclusive.
9. The CONTRACTOR agrees to defend itself in any actions or disputes brought against the CONTRACTOR in connection with or as the result of this Agreement and agrees to defend, indemnify and hold the COUNTY harmless and free from liability of any kind whatsoever resulting from the acts or conduct of the CONTRACTOR, their agents or representatives or employees in the performance of this Agreement or in the furtherance thereof. Further, the CONTRACTOR shall annually provide to the COUNTY a certificate of insurance detailing the actual coverages in force and effect during the term of this Agreement. The COUNTY, its agents and employees, shall be endorsed as additional insureds on applicable policies subject to this Agreement. The insurance shall provide for written notice to be sent to the COUNTY within thirty (30) days of cancellation or material change of said coverages. Said notice shall be sent to Department of Human Resources, County of Lake, 18 N. County Street, Waukegan, IL 60085, ATTN: Risk Manager. The initial certificate of insurance shall accompany the executed copy of this Agreement.
10. The term of this Agreement shall be from December 1, 2006 to November 30, 2007, provided, however, that either party shall have an absolute right to terminate this Agreement with or without cause upon sixty (60) days written notice to the other. For purposes of this Paragraph, termination with cause includes, but is not limited to, nonpayment of any monies owed under this Agreement, breach or violation of any of the terms or provisions of this Agreement, violation of any COUNTY licensing agreement with any third party vendor, or misuse or unauthorized use of the CAD or its related programs and systems.
11. COUNTY retains the right to terminate this Agreement and/or renegotiate the terms of this Agreement if CONTRACTOR ceases its dispatch relationship with FoxCom.
12. The CONTRACTOR may accept the terms and conditions of this Agreement only by Resolution or Ordinance duly adopted by its legally recognized governing body or board.
13. All notices required herein shall be in writing, signed by or on behalf of the party giving or making such notice, and shall be sent by certified mail, postage prepaid, return receipt requested, to the following addresses:

To COUNTY: Amy McEwan (or his/her successor in office)
Assistant County Administrator
18 N. County Street, 9th Floor
Waukegan, IL 60085

To CONTRACTOR: Grayslake Fire Protection District
160 Hawley St.
Grayslake, IL 60030

Copies To: Jeannine Martin (or his/her successor in office)
LCETSB Coordinator
311 S. Main St.
Wauconda, IL 60084

Don Mobley (or his/her successor in office)
Chief
Grayslake Fire Protection District
160 Hawley St.
Grayslake, IL 60030

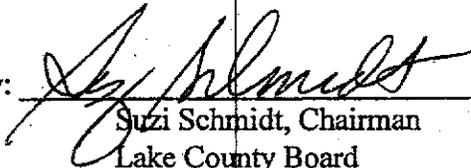
FoxCom (Fox Lake Police Department)
301 S. Route 59
Fox Lake, IL 60020

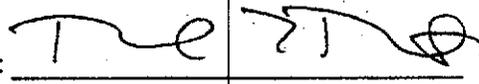
The address for notice shall be changed by either party by giving notice in accordance with this paragraph to the last address specified herein.

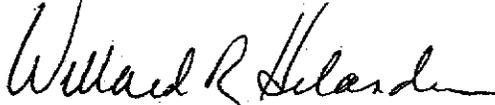
14. The foregoing constitutes the entire Agreement between the parties.
15. This Agreement may be amended by mutual written agreement, signed and executed with the same formality with which this instrument was executed.

IN WITNESS WHEREOF, the County of Lake by a Resolution duly adopted by the County Board of Lake County causes this Agreement to be signed by its Chairman and attested to by its Clerk, and the Grayslake Fire Protection District, by order of its Board of Trustees has caused this Agreement to be executed and attested to by the appropriate officials, all on the day and year hereafter written.

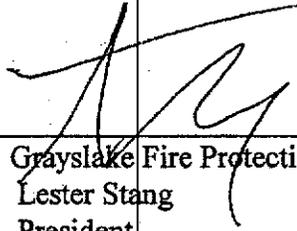
COUNTY OF LAKE:

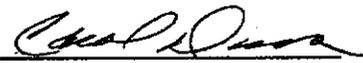
Date: 11-17-06 By: 
Suzi Schmidt, Chairman
Lake County Board

By: 
David Dato, Chairman
Lake County Emergency Telephone
System Board

Attest: 
Willard R. Helander
Lake County Clerk

GRAYSLAKE FIRE PROTECTION DISTRICT

Date: 10-18-06 By: 
Grayslake Fire Protection District
Lester Stang
President
Board of Trustees

Attest: 
Clerk

Grayslake 9-1-1 Board

Mike Ellis, Village Manager

Larry Herzog, Police Chief

Don Moble, Fire Chief

Dick Welton, Records Supervisor

Phil Harris, Citizen at large

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF GRAYSLAKE HELD JULY 5, 2006**

The Regular Meeting of the Board of Trustees of the Village of Grayslake was called to order at 7:00 P.M. in the Board Room of the Grayslake Village Hall, Mayor Tim Perry presiding.

Roll Call: Trustees Douglass, Bassett, Reblin, Werfel, Edwards, Vogel – all present.

Also present were various Village staff members.

CLERK'S ANNOUNCEMENTS: None

PUBLIC COMMENT – AGENDA ITEMS: None

**APPROVAL: MINUTES OF THE REGULAR BOARD MEETING OF JUNE
20, 2006 AND MINUTES OF THE EXECUTIVE SESSION OF JUNE 20, 2006**

Trustee Werfel made a motion, seconded by Trustee Reblin, to approve the Minutes of the Regular Board Meeting of June 20, 2006 and the Minutes of the Executive Session of June 20, 2006. Roll call: Trustees Douglass, Bassett, Reblin, Werfel, Edwards, Vogel - all "aye". MOTION CARRIED.

APPROVAL: TREASURER'S REPORT/PAYMENT OF BILLS – JULY 5, 2006

Trustee Bassett made a motion, seconded by Trustee Edwards, to approve the Treasurer's Report of July 5, 2006 and authorize payment of the bills as listed in the report. Roll call: Trustees Douglass, Bassett, Reblin, Werfel, Edwards, Vogel – all "aye". MOTION CARRIED.

REQUEST: FEE WAIVER – ST. ANDREW'S EPISCOPAL CHURCH

Trustee Edwards made a motion, seconded by Trustee Werfel, to grant the fee waiver request of \$25.00 from St. Andrew's Episcopal Church. Roll call: Trustees Douglass, Bassett, Reblin, Werfel, Edwards, Vogel – all "aye". MOTION CARRIED.

AUTHORIZATION TO EXECUTE: DISPATCH SERVICE AGREEMENT

On the recommendation of the Committee of the Whole, Trustee Bassett made a motion, seconded by Trustee Vogel, to authorize the execution of a three party agreement between the Village of Grayslake, Grayslake Fire Protection District, and the Village of Fox Lake for dispatching services, contingent upon final attorney review. Roll call: Trustees Douglass, Bassett, Reblin, Werfel, Edwards, Vogel – all “aye”. MOTION CARRIED.

PUBLIC COMMENT: A resident spoke in favor of allowing bikes at the Skate Park.

TRUSTEE REPORTS: The Trustees thanked everyone who volunteered and attended the Picnic in the Park and noted the upcoming August 12th First Annual Cardboard Boat Regatta to be sponsored by the Park District, and congratulated Round Lake on the recent dedication of their police facility.

MAYOR’S REPORT: The Mayor described the various bike path extensions that the Village has completed in the last few years, as well as paths currently under construction.

ADJOURNMENT

There being no further business, Trustee Bassett made a motion, seconded by Trustee Reblin, to adjourn the meeting. On voice vote - all “aye”. MOTION CARRIED.

The meeting adjourned at 7:18 p.m.

Respectfully submitted,

Cynthia E. Lee
Village Clerk

RESOLUTION NO. 2006- 08

**A RESOLUTION AUTHORIZING THE GRAYSLAKE FIRE PROTECTION DISTRICT
TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT
WITH THE COUNTY OF LAKE FOR USE OF THE COUNTY CAD SYSTEM**

WHEREAS, the Board of Trustees (the "Board") of the Grayslake Fire Protection District, Lake County, Illinois, (the "District") has the duty and authority to enter into intergovernmental agreements; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to cooperate with each other in order to accomplish common goals and objectives; and

WHEREAS, 5 ILCS 220/3 entitled the "Intergovernmental Cooperation Act," provides that any power or powers, privilege or authority exercised or which may be exercised by a public agency may be exercised, transferred, combined and enjoyed jointly with any other public agency; and

WHEREAS, the District and the County of Lake hereinafter (the "County"), as units of local government, are both public agencies as defined by statute; and

WHEREAS, the Board has determined that it is in the best interest of the District to enter into an intergovernmental agreement with the County to utilize the County Computer Aided Dispatch (CAD) System.

NOW THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Grayslake Fire Protection District, Lake County, Illinois, as follows:

Section One: The President and Secretary of the Board are authorized to enter into an Intergovernmental Agreement with the County of Lake in substantially the same form as the "Intergovernmental Agreement for Utilization of the Lake County Computer Aided Dispatch System" attached hereto and made a part hereof as Exhibit 1.

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. (IICA), public agencies may contract or otherwise associate among themselves, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the County and the Grayslake Fire Protection District are public agencies within the meaning the IICA; and

WHEREAS, attached hereto is an Intergovernmental Agreement between the County of Lake and the Grayslake Fire Protection District wherein the County agrees to allow utilization of the Computer Aided Dispatch (CAD) system for fire call dispatch purposes.

NOW, THEREFORE, BE IT RESOLVED by this County Board of Lake County, Illinois that the attached Intergovernmental Agreement by and between the County of Lake and the Grayslake Fire Protection District be entered into, and the Chairman of the Lake County Board is hereby authorized to execute said Intergovernmental Agreement on behalf of the County.

DATED, at Waukegan, Lake County, Illinois on this day of November, A.D., 2006.

Attachment

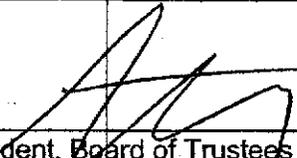
Section Two: This Resolution shall be in full force and effect upon its adoption and shall supersede any agreement, resolution, or motion in conflict with any part herein, any such agreement, resolution, or motion or part thereof is hereby repealed.

ADOPTED this 18th day of October, 2006 by a roll call vote as follows:

AYES: _____

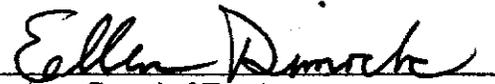
NAYS: _____

ABSENT: _____



President, Board of Trustees
Grayslake Fire Protection District

ATTEST:



Secretary, Board of Trustees
Grayslake Fire Protection District

STATE OF ILLINOIS)
)
COUNTY OF LAKE) SS

SECRETARY'S CERTIFICATE

ELLEN DIMICK
I, ~~DICK NAVARRE~~, the duly qualified and acting Secretary of the Board of Trustees of the Grayslake Fire Protection District, Lake County, Illinois, do hereby state that attached hereto is a true and correct copy of a Resolution entitled:

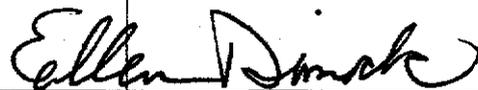
RESOLUTION NO. 2006- 08

**A RESOLUTION AUTHORIZING THE GRAYSLAKE FIRE PROTECTION DISTRICT
TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT
WITH THE COUNTY OF LAKE FOR USE OF THE COUNTY CAD SYSTEM**

which Resolution was duly adopted by said Board of Trustees at a meeting held on the 18th day of October, 2006.

I do further certify that a quorum of said Board of Trustees was present at said meeting, and that the Board complied with all requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of October, 2006.



Secretary, Board of Trustees
Grayslake Fire Protection District

GRAYSLAKE FIRE PROTECTION DISTRICT

REGULAR BOARD MEETING
MINUTES

June 21, 2006

The Board of Trustees of the Grayslake Fire Protection District held a regular meeting on June 21, 2006 at the offices of the Grayslake Fire Department Fire Station 2. Meeting called to order at 9:00 a.m.

Roll call - President Stang, Treasurer Dimock, Secretary Navarre, and Chief Mobley present.

MINUTES OF PREVIOUS MEETING – Secretary Navarre made a motion to approve the minutes of the May 17, 2006 meeting. Second by Treasurer Dimock. All ayes. Motion carried.

TREASURER REPORT - Motion by Treasurer Dimock and second by Secretary Navarre to accept the Treasurer's Report for May 2006 as reviewed. All ayes. Motion carried.

VOUCHERS FOR PAYMENT – Secretary Navarre made a motion to approve the vouchers for payment, plus pending bills. Second by President Stang. All ayes. Motion carried.

ACTIVITY REPORT: The Board was given a report on the various types of calls answered in May 2006. The total number of calls for April was 308

YEAR END TREASURER'S REPORT – Tabled

PREVAILING WAGE RESOLUTION #06-07 – Motion by Treasurer Dimock, second by President Stang to adopt the Prevailing Wage Resolution #06-07. All ayes. The motion carried.

SERVICE FEES ORDINANCES –

VEHICLE FIRES - Ordinance establishes a fee for extinguished vehicle fires when the vehicle is owned by a non resident. Motion to adopt the Ordinance as amended by Secretary Navarre, and seconded by Treasurer Dimock. All ayes, the motion carried.

FIRE ALARMS – The Ordinance establishes a fee for false fire alarms. Motion to adopt by Treasurer Dimock, seconded by Secretary Navarre. All ayes. The motion carried.

PLAN REVIEW FEE – The Ordinance presented for discussion.

SPECIAL SERVICE FEES – The Ordinance presented for discussion. Both ordinances will be on the July Board meeting agenda.

DRAFT BUDGET ORDINANCE #06-124 – Chief Mobley discussed the Proposed Budget. A public hearing will be held prior to the July meeting to allow for public comment. The Budget will be on the July agenda for adoption.

DISPATCH AGREEMENT – The agreement with the Villages of Fox Lake and Grayslake for dispatch services was discussed. Secretary Navarre made a motion for preliminary approval of the agreement with the understanding that the document is subject to modification. Second by President Stang. All ayes. The motion carried.

FIRE COMMISSIONER APPOINTMENT – Motion by President Stang, second by Treasurer Dimock to reappoint Karen Wojciechowski to the Fire Commission Board. All ayes. The motion carried.

CHIEF MOBLEY –

PAID ON PREMISE PROGRAM - Motion by Treasurer Dimock and second by President Stang to authorize Chief Mobley to begin a Paid on Premise Program for personnel working part time during the day at \$15.00/hour. They must be certified as Illinois Firefighter II and EMT. All ayes. The motion carried.

NIMS TRAINING - A class was held in incident management with the Fire District officers and personnel and the Grayslake Police department.

LAKE COUNTY FAIR – In accordance with the NIMS system, an incident action plan will be completed for each day of the Fair.

TAX ABATEMENT – Chief Mobley attended a Village meeting regarding the topic of Tax abatement as an incentive to bring industry into the area.

BOARD APPOINTMENT – No notification of Les Stang's reappointment.

LIBERTYVILLE ARA AGREEMENT – The agreement for automatic aid to our southern areas along Rt 45 will be presented at the July meeting for adoption.

TOM SHERIDAN – successfully completed Paramedic school.

There being no further business to discuss, Treasurer Dimock made a motion to adjourn. All Ayes. Motion carried and the meeting adjourned at 10:20 a.m.

Respectfully submitted,

Carol Dunn
Administrative Assistant