



Police Department  
One Olde Half Day Road  
Lincolnshire, IL 60069-3035  
847•883•9900  
847•883•9909 (FAX)

---

 Village of  
**Lincolnshire**

August 23, 2013

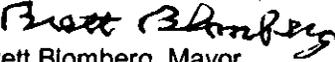
Mr. John Hunter, 9-1-1 Operations Manager  
AT&T 9-1-1 Public Safety  
4918 W. 95<sup>th</sup> St., Floor 2  
Oak Lawn, IL 60453

Dear Mr. Hunter,

This letter is to confirm our intent to enter into a contractual agreement with the Village of Vernon Hills (also representing the Countryside Fire Protection District and the Village of Libertyville) for dispatching services. All 9-1-1 calls for this community will be routed to the Vernon Hills 9-1-1 Center, which is located at 754 Lakeview Parkway, Vernon Hills, Illinois, once approval is granted from the Illinois Commerce Commission.

Enclosed is your copy of our application to the Illinois Commerce Commission for approval for establishing 9-1-1 service. Thank you for your attention to this matter.

Sincerely,

  
Brett Blomberg, Mayor  
Village of Lincolnshire

Enclosure: application

PDK/sm

**VILLAGE OF LINCOLNSHIRE  
9-1-1 GENERAL INFORMATION**

Current Date:	August 23, 2013
Proposed Modification Date:	October 1, 2013
Submitted by:	Mayor Brett Blomberg
Modification of an Existing System – I.C.C. Docket Number#:	90-0135
Total Population Served:	7,275
Total Access Lines:	48,081
Total Land Area Covered in Square Miles:	4 square miles

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

Peter D. Kinsey  
Chief of Police  
One Olde Half Day Rd.  
Lincolnshire, IL 60069  
(847) 883-9900  
pkinsey@village.lincolnshire.il.us

## **NARRATIVE STATEMENT**

The Village of Lincolnshire has entered into a contractual agreement with the Village of Vernon Hills (also representing the Countryside Fire Protection District and the Village of Libertyville) to provide communication service. The Village of Vernon Hills will receive all Lincolnshire 9-1-1 calls for service and dispatch those calls for Police Services. Calls for Fire and Emergency Medical Services will be transferred to RED Center.

The Village of Lincolnshire and the Village of Vernon Hills are both serviced by AT&T and have the same exchange and prefixes. The number of 9-1-1 trunks had been reviewed and adjusted according to AT&T guidelines to incorporate the Village of Lincolnshire to the Village of Vernon Hills' E9-1-1 Center.

The Village of Vernon Hills has multiple dispatch positions, all of which have the ability to receive and/or dispatch for all communities.

The Mundelein 9-1-1 PSAP will be the back-up PSAP for the Village of Lincolnshire.

The Village of Vernon Hills has the necessary personnel to provide all the communities they dispatch for with communications services.





**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(s).

AGENCY	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER
Bannockburn Police Department	2275 Telegraph Rd., Bannockburn, IL 60015	847-945-6080
Buffalo Grove Fire Department	1051 Highland Grove Dr., Buffalo Grove, IL 60089	847-537-0995
Buffalo Grove Police Department	46 Raupp Blvd., Buffalo Grove, IL 60089	847-459-2560
Countryside Fire Protection District	600 N. Deerpath Dr., Vernon Hills, IL 60061	847-367-5511
Deerfield-Bannockburn Fire Protection District	500 Waukegan Rd., Deerfield, IL 60015	847-945-4066
Illinois State Police – District 2	777 S. State St., Elgin, IL 60123-7689	847-931-2405
Illinois State Police – District “Chicago”	9511 W. Harrison St., Des Plaines, IL 60016-1562	847-294-4400
Illinois State Police – District 15	2700 Ogden Ave., Downers Grove, IL 60515	630-241-6800
Lake County ETSB(Lake County Sheriff, Lake County Forest Preserve Police)	1300 S. Gilmer Rd., Volo, IL 60073	847-487-8163
Lake Forest Fire Department	225 W. Deerpath, Lake Forest, IL 60045	847-234-2601
Lake Forest Police Department	225 W. Deerpath, Lake Forest, IL 60045	847-615-4254
Libertyville Fire Department	1551 N. Milwaukee Ave., Libertyville, IL 60048	847-362-5664
Lincolnshire-Riverwoods Fire Protection District	115 Schelter Rd., Lincolnshire, IL 60069	847-634-2512
Long Grove Fire Protection District	1165 Old McHenry Rd., Long Grove, IL 60047	847-634-3143
Riverwoods Police Department	845 Saunders Rd., Riverwoods, IL 60015	847-945-1130
Vernon Hills Police Department	754 Lakeview Pkwy., Vernon Hills, IL 60061	847-362-4449

COPY

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE VILLAGE OF VERNON HILLS,  
THE COUNTRYSIDE FIRE PROTECTION DISTRICT AND  
THE VILLAGE OF LINCOLNSHIRE FOR THE PURPOSE OF PROVIDING  
EMERGENCY DISPATCH SERVICES**

This Agreement is made and entered into as of this 9<sup>th</sup> day of July 2013, by and between the Village of Vernon Hills, a Home Rule municipal corporation of the State of Illinois, in accordance with Article VII, Section 6 of the Constitution of the State of Illinois (1970) and organized and existing under the terms of the Illinois Municipal Code, 65 ILCS 5/1-1-1 (hereinafter, "Vernon Hills"), the Countryside Fire Protection District, a Fire Protection District, organized and existing under the terms of the Illinois Fire Protection District Act, 70 ILCS 705/1 of the State of Illinois (hereinafter, "Countryside") jointly operating a communication center, and the Village of Lincolnshire, a Home Rule municipal corporation of the State of Illinois, in accordance with Article VII, Section 6 of the Constitution of the State of Illinois (1970) and organized and existing under the terms of the Illinois Municipal Code, 65 ILCS 5/1-1-1, et. seq. (hereinafter, "Lincolnshire").

**WITNESSETH:**

**WHEREAS**, pursuant to an intergovernmental agreement, Vernon Hills and Countryside jointly operate a communication center for dispatch services. For purposes of this Agreement Vernon Hills and Countryside shall be collectively referred to herein as the "Communication Center"; and

**WHEREAS**, Lincolnshire operates a full time police department (hereinafter, the "Police Department") providing police services within the Village of Lincolnshire; and

**WHEREAS**, the Communication Center and Lincolnshire wish to enter into an agreement, pursuant to which the Communication Center will provide Lincolnshire with emergency telephone answering and police radio dispatch services utilizing personnel and equipment maintained and operated by the Communication Center ( hereinafter, collectively referred to as "the Dispatch Services"); and

**WHEREAS**, Lincolnshire desires to enter into this Agreement with the Communication Center to provide a mutually beneficial arrangement regarding police dispatch services provided by the Communication Center; 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;

**WHEREAS**, Lincolnshire, Countryside and Vernon Hills 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 their respective jurisdictional areas to enter into this Agreement providing that the Communication Center shall provide Dispatch Services to Lincolnshire.

**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. Provision of Dispatch Services by Communication Center and Corresponding Obligations of Lincolnshire.**

A. **Obligations of the Communication Center.** At all times during the term of this Agreement, The Communication Center shall continuously operate a full service dispatch center to provide Dispatch Services to Lincolnshire. Dispatch Services to be provided by the Communication Center to Lincolnshire shall include, without limitation, the following:

1. Provide 24-hour a day answering of all 9-1-1 calls for police, fire protection and emergency medical services within the Village of Lincolnshire.
2. Provide answering of all calls made to the public safety non-emergency ten (10) digit Police Department telephone number after normal business hours of the Police Department, as may be designated from time to time by the Chief of the Police Department (typically between 4:30 p.m. and 8:00 a.m).
3. Provide answering of all calls made by the Village of Lincolnshire automatic dial telephone and monitor video camera located in the vestibule of the Lincolnshire Village Hall.

Maintain updated telephone lists of Lincolnshire staff and employees, and implement and utilize call-out procedures for emergencies and non-emergencies, and forward messages, utilizing reasonable telephone answering procedures adopted by the Communication Center.

6. Provide 24-hour a day dispatching for all Lincolnshire Police Department calls for police services. The Communication Center shall provide a sufficient number of properly qualified employees to dispatch all reasonably anticipated calls for police services. Dispatching services shall be performed in general conformance with the standards of the Commission on Accreditation for Law Enforcement Agencies (CALEA) and the National Fire Protection Association (NFPA) .
7. Maintain and operate radio and computer communications with Lincolnshire for all Police Department calls, utilizing stated standards and existing procedures of the Communication Center.
8. Provide and continuously update training to all employees of the Communication Center in the operation of the equipment utilized by the Communication Center in order to provide the Dispatch Services, including but not limited to the Communication Center's New World

C.A.D. program for Police calls. The Communication Center agrees to maintain and update the New World C.A.D. program for police.

9. Upon request by Lincolnshire, the Communication Center shall provide copies of reports on call volume, LEADS reports, officer time usage, and any other requested reports.
10. Provide warning notifications to the Lincolnshire community and residents, including without limitation activating community warning sirens, as requested by Lincolnshire and in accordance with the Communication Center's policies and procedures, provided that Lincolnshire shall be responsible for all costs associated with the purchase and installation, maintenance, and/or relocation of any equipment necessary to activate Lincolnshire's community warning sirens.
11. Maintain a call logging and recording system of all emergency 9-1-1 calls and, upon request, provide copies of recorded calls to the Village of Lincolnshire in accordance with the Communication Center policies and procedures. Call logging shall include the capture and collection of the following information: date, time, and duration of call and telephone number originating the call. The Communication Center shall comply with all lawful court orders regarding the preservation or disclosure of 9-1-1 call records.
12. Operate, maintain, and manage the Law Enforcement Data System program ("LEADS") and the National Crime Information Center program ("NCIC"), including without limitation the following activities:
  - a. Assist and cooperate with all audits of the LEADS and NCIC program files and operations.
  - b. Enter into the LEADS or NCIC system information as requested by Lincolnshire, including without limitation warrants and sex offenders.
  - c. Maintain and manage Hot Files. Maintain, manage and retain all LEADS and NCIC files.
  - d. Remove from the LEADS and NCIC files information and data that is no longer current upon proper notification.
  - e. Update and validate, on a regular basis, LEADS and NCIC data and files, with information provided by Lincolnshire.
  - f. Maintain and manage C.A.D. run card files, occupancy/address files, mapping and caution notes.
13. Operate mutual aid dispatch services for Lincolnshire in accordance with the emergency response plans and programs established by the Northern Illinois Police Alarm System ("NIPAS"), and the Illinois Law Enforcement Alarm System ("ILEAS") for police, provided, however, that the Communication Center's obligations in this regard are limited to monitoring, dispatching, documenting, and updating of system information, based upon data provided by Lincolnshire.

14. Record Retention. Retain all relevant records in compliance with State law.
15. Freedom of Information. Cooperate with all Freedom of Information Act requests filed with the Police Department regarding records retained by the Communications Center. The ultimate decision regarding whether to turn over any of Lincolnshire's public records shall rest entirely with Lincolnshire.
16. For the purpose of this Agreement, a "call" shall be any manner of communication by which the Communication Center is required to receive data from the public under applicable law. As of the Effective Date of this Agreement, a "call" shall include telephone and TTY/TTD communications.

B. Obligations of Lincolnshire. Lincolnshire agrees to perform the following in order to enable the Communication Center to efficiently and properly fulfill its obligations under this Agreement:

1. Provide timely updated telephone lists, call out procedures, and non-emergency telephone answering procedures.
2. Provide timely notification of a Lincolnshire designee for receiving notice in the absence of Police Chief.
3. Provide reasonable cooperation in assisting the Communication Center to maintain accreditation as desired by the Communication Center.
4. Provide timely reports and other data needed for the Communication Center to comply with LEADS requirements.
5. The Communication Center agrees to participate in training exercises of Lincolnshire upon reasonable notification thereof.

### **Section 3. Determination and Payment of Costs by Lincolnshire.**

A. Monthly Fee for Dispatch Services. Lincolnshire agrees to pay a monthly fee ("Monthly Dispatch Fee") for the Dispatch Services provided by the Communication Center pursuant to this Agreement in the amounts set forth in Exhibit A, attached hereto and incorporated by reference herein. The parties acknowledge and agree that the Monthly Dispatch Fee includes ongoing expenses to upgrade, improve, and enhance the Dispatch Services and the equipment and facilities relating thereto. The Monthly Dispatch Fee shall be due on the first of each month beginning on October 1, 2013 (the "Commencement Date").

The provisions of the Local Government Prompt Payment Act (50 ILCS 505/1) shall apply to all payments due hereunder.

B. Startup Capital Charges. The Communications Center will incur certain capital costs (the "Startup Capital Costs") relating to the transition of Lincolnshire's Dispatch Services to the Communication Center. The parties agree that the Startup Capital Costs associated with the transition total One Hundred Thirty Eight Thousand, Nine Hundred Seventy Five Dollars (\$138,975.00) (as more particularly detailed in Exhibit B, which is attached hereto and incorporated herein by reference). The Communication Center's expenses for Startup Capital Costs shall be invoiced directly to the Village of Lincolnshire as a separate charge from the Monthly Dispatch Fee.

C. Additional Capital Expenses. In the event that the Communications Center should determine that additional Capital Expenses are reasonably required in order for the Communication Center to initiate dispatch services for Lincolnshire which are attributable solely to Lincolnshire ("Additional Capital Expenses") and such Additional Capital Expenses would cause the total Capital Expenses to exceed One Hundred Thirty Eight Thousand, Nine Hundred Seventy Five Dollars (\$138,975.00), Lincolnshire shall only be responsible for such additional Capital Expenses as it may approve, in writing in advance of the capital expenditure being made. Such written agreement shall also provide for the method of payment for such Additional Capital expenses. If the parties cannot reach agreement regarding Additional Capital Expenses, the Dispatch Services Agreement may be terminated in accordance with Section 8 of this Agreement.

D. Payment of Monthly Dispatch Fees. Unless otherwise agreed to in writing by all of the parties to this Agreement, all checks representing payments of the Monthly Dispatch Fee, the charges for Startup Capital Expenses, and any Additional Capital Expenses shall be made payable to "The Village of Vernon Hills" and shall be mailed or delivered to the Village of Vernon Hills Police Department with a copy to the Countryside Fire Protection District, at the addresses provided in this Agreement. Countryside and Vernon Hills, pursuant to their Intergovernmental Agreement, shall be solely responsible for determining the percentage of any payments received from Lincolnshire which are to be distributed between Countryside and Vernon Hills.

E. New Recipients of Dispatch Services. The parties acknowledge that the Communication Center may be approached by other municipalities and/or fire protection districts to enter into agreements by which the Communication Center may provide dispatch services and the Communication Center retains the power, in its sole discretion, to enter into such agreements; provided that the Communication Center represents and warrants that the standards of performance for the Dispatch Services shall not materially diminish in any manner following any extension of similar services by the Communication Center to other municipalities or fire protection districts and that Lincolnshire shall not be responsible for any increased capital or operation cost to the Communication Center attributable to such other municipalities or fire protection districts receiving dispatch services from the Communication Center.

F. Adjustments to Exhibit A. The parties acknowledge that the Monthly Fees set forth in Exhibit A do not include estimated one-time capital outlay of One Hundred Thirty Eight Thousand, Nine Hundred Seventy Five Dollars (\$138,975.00) required to provide the Dispatch Services under this Agreement..

G. Radio Network Expenses. Lincolnshire, through a separate agreement, shall pay its own individual radio system use expenses for the use of the Central Lake County Radio Network Police Frequency as determined annually by the Central Lake County Radio Network Board.

#### **Section 4. Insurance.**

A. Coverage Provided. The Communication Center agrees to provide the insurance coverages for the Dispatch Services in at least the minimum amounts required by the Illinois Municipal League Risk Management Association, which amounts are currently reflected on Exhibit "C" attached hereto

1. Commercial General Liability, including coverage for Law Enforcement 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 the Communication Center who perform the Dispatch Services under this Agreement.

Such coverages shall be in amounts no less than the limits identified above.

**B. Indemnification.**

1. The Communication Center does hereby indemnify and hold Lincolnshire harmless from and against any and all claims which may arise out of the provision of Dispatch Services by the Communication Center under this Agreement, except to the extent caused by the negligence of Lincolnshire, as the case may be.
2. Lincolnshire does hereby indemnify and hold the Communication Center harmless from and against any and all claims which may arise out of the obligations of Lincolnshire under this Agreement, or any obligation related to the provision of police services, except to the extent caused by the negligence of the Communication Center.
3. Nothing in this Agreement is intended, no shall it be construed, to result in the waiver of any of the immunities granted to any of the Parties under the Local Governmental and Governmental Employees Tort Immunity Act, or under any other statute or at common law.

**C. Proof of Coverage by the Communication Center.** The Communication Center agrees to furnish to Lincolnshire a certificate of coverage detailing the self-insurance or commercial insurance as provided by its insurer in compliance with this Agreement. The certificate shall be delivered to Lincolnshire within thirty (30) days after the effective date of this Agreement. The liability policies required by this Agreement shall be endorsed to name Lincolnshire as an additional insured and shall include coverage for liability assumed under a contract.

**D. Termination of Coverage.** If the Communication Center's coverage as provided by its insurer is terminated for any reason:

1. The Communication Center shall promptly notify Lincolnshire of receipt of any such notice; and
2. The Communication Center agrees to use its best efforts to provide comparable coverage either through membership in a joint risk management association or through commercial insurance carriers or via self insurance.

**E. Coverage by Lincolnshire.** Lincolnshire agrees to provide commercial general liability coverage for their operations as provided herein, and workers compensation coverage

and employers' liability for their employees who will perform obligations of Lincolnshire under this Agreement, and to provide proof of insurance at the Communication Center's request.

#### **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 the Communication Center and Lincolnshire. 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.** Lincolnshire shall have access to records pertaining to the Dispatch Services provided to them for the purposes of inspection by any authorized representatives of Lincolnshire (during regular business hours, upon reasonable notice), to the same extent as such records are available for inspection by any authorized representatives of the Communication Center.

B. **Issue Resolution Procedure.** The Communication Center shall establish operational rules and procedures for logging in and responding to inquiries and issues referred to it by individuals requesting or receiving Dispatch and/or concerning the Dispatch Services. The procedures shall include a requirement that the Communication Center informs Lincolnshire when specific inquiries and/or issues are brought to the attention of the Communication Center. Notices shall be sent in the manner described in Section 10. The rules and procedures shall include responding to operational issues referred by the Village of Lincolnshire supervisors.

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 (at least quarterly) 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 resolution procedures described in Subsection 5.B of this Agreement.

#### **Section 6. Records.**

The Communication Center shall establish and keep a computerized 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. If a resolution is not reached within such 30-day period (or such longer period to which the parties may mutually agree), then either party may pursue remedies available under this Agreement, including termination.

B. Continuation of Services and Payments. During all negotiation proceedings and any subsequent proceedings provided for in this Section 7, the Communication Center and Lincolnshire shall continue to fulfill the terms of this Agreement to the fullest extent possible. The Communication Center shall continue to provide Dispatch Services to Lincolnshire as provided by this Agreement. Lincolnshire shall continue to make all monthly payments to the Communication Center for the Dispatch Services as provided by this Agreement other than such Additional Capital Expenditures about which there may be a dispute.

C. Remedies. Provided that the parties have met their obligations under Section 7.A, the parties shall be entitled to pursue such remedies as may be available in law and equity, including an action to secure the performance of the covenants, agreements, conditions, and obligations contained herein. The parties agree that any such action must be brought in the Circuit Court of Lake County, Illinois. The requirements of Section 7.A shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety. However, during all periods in which the parties are dealing with a dispute or a remedy, the Communication Center shall continue to provide dispatch services only so long as Lincolnshire continues to make its monthly payments.

#### **Section 8. Term: Termination.**

A. Term. The term of this Agreement shall be for five (5) years following the Commencement Date, terminating on \_\_\_\_\_, 2018. The parties may agree to renew or extend such term upon such terms and conditions as are mutually agreeable.

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

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

3. In no event shall either party have the right to terminate this Agreement without cause for the initial five (5) year term of this Agreement. Thereafter, any party may cancel this agreement without cause with advance written notice of at least eighteen (18) months. Lincolnshire shall be responsible to reimburse the Communication Center for unemployment compensation costs incurred by the Communication Center that are directly attributable to Lincolnshire's request for early termination, unless a court of competent jurisdiction determines that such termination of this Agreement was due to a breach of this Agreement by the Communication Center.

#### **Section 9. 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 the Communication Center 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 as of the date it is signed by both parties; provided, however, that the services to be provided by the Communication Center to Lincolnshire shall not begin until the Commencement Date.

#### **Section 10. General Provisions.**

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

B. Notices and communications to the Communication Center shall be addressed to, and delivered at, the following address:

Vernon Hills Police Department  
754 Lakeview Parkway Vernon  
Hills, IL 60061

Attention: Police Chief  
Facsimile: 847-367-3734

with a copy to: Village of Vernon Hills  
290 Evergreen Drive  
Vernon Hills, IL 60061  
Attn Village Manager  
Facsimile

with a copy to: Robert C. Kenny  
Schain, Burney, Banks & Kenny, Ltd  
70 W. Madison Street; Suite 4500  
Chicago, IL 60602  
Facsimile

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

Countryside Fire Protection District  
600 Deerpath Drive  
Vernon Hills, IL 60061-1834  
Attention: Chief Jeff Steingart  
Facsimile

with a copy to John Kelly

Ottosen, Britz, Kelly, Cooper, Gilbert & DiNolfo, Ltd.  
1804 North Naper Boulevard, Suite 350  
Naperville, IL 60563  
Facsimile

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

Lincolnshire Police Department  
One Olde Half Day Road  
Lincolnshire, IL  
ATTN: Police Chief  
Facsimile: 847-883-9909

with a copy to:

Village of Lincolnshire  
One Olde Half Day Road  
Lincolnshire, IL 60069  
ATTN. Village Manager  
Facsimile: 847-883-8608

with a copy to:

Adam B. Simon  
Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer, P.C.  
175 E. Hawthorn Parkway, Suite 145  
Facsimile: 847-247-7405

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

D. 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.

E. 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.

F. Ownership and Capital Costs. Vernon Hills will own the entire dispatch system, including all equipment maintained inside the communication center at 754 Lakeview Parkway, Vernon Hills, Illinois.

G. 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.

H. 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.

I. 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.

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

K. 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.

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

M. 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.

N. 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.

O. 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.

P. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against the Communication Center, Countryside, Vernon Hills, and Lincolnshire.

**IN WITNESS HEREOF**, Vernon Hills, Countryside, and Lincolnshire, respectively, have caused this Agreement to be executed by their respective Village Presidents and attested by their respective Village Clerks and President of the Fire Protection District and its Secretary respectively as of the day and year first above written.

**VILLAGE OF LINCOLNSHIRE,**

\_\_\_\_\_  
By: Brett Blomberg, Village President

ATTEST: \_\_\_\_\_  
By Barbara Mastandrea, Village Clerk

O. 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.

P. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against the Communication Center, Countryside, Vernon Hills, and Lincolnshire.

**IN WITNESS HEREOF,** Vernon Hills, Countryside, and Lincolnshire, respectively, have caused this Agreement to be executed by their respective Village Presidents and attested by their respective Village Clerks and President of the Fire Protection District and its Secretary respectively as of the day and year first above written.

**VILLAGE OF LINCOLNSHIRE,**

Brett Blomberg  
By: Brett Blomberg, Village President

ATTEST: Barbara Mastandrea  
By Barbara Mastandrea, Village Clerk

**VILLAGE OF VERNON HILLS**

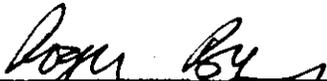
\_\_\_\_\_  
By: Roger Byrne, Village President

ATTEST: \_\_\_\_\_

~~COUNTRYSIDE FIRE PROTECTION DISTRICT~~

\_\_\_\_\_  
By: Frank Wolowic, President Board of Trustees

**VILLAGE OF VERNON HILLS**

  
By: Roger Byrne, Village President

ATTEST: 

Michael S. Allison Village Manager
---------------------------------------

~~COUNTRYSIDE FIRE PROTECTION DISTRICT~~

~~By: Frank Wolowic, President Board of Trustees~~

~~ATTEST: \_\_\_\_\_~~

EXHIBIT A

Village of Lincolnshire Consolidation Costs - Active Project

Description		Assumption	One Time Expense	9/15/2013 Annual Expense	Actual one time Expense	Over (savings)	Annual Expense 2014/15	Annual Expense 2015/16	Annual Expense 2016/17	Annual Expense 2017/18
<b>Dispatch Services</b>										
	Dispatch Contract	per year with 3% annual adjuster		\$272,320.00			\$280,480	\$288,800	\$297,370	\$306,500
	Capital Expenditures	one time cost	\$43,000.00	\$43,000.00	\$43,000.00	\$0.00	\$280,480.00	\$288,800.00	\$297,370.00	\$306,500.00
			\$43,000.00	\$272,320.00	\$43,000.00	\$0.00				
<b>Telephone System</b>										
	MegaWord Voice Logging system maintenance		0	\$234.00		0.00				
	Shoretel - increase license		\$100.00	\$0.00		(\$100.00)				
	Monomerge Support - Shoretel system		0	\$250.00		0.00				
	Positron maintenance		\$0.00	\$1,730.00		0.00				
	Lobby phone	2 POTS lines	\$185.00	\$480.00		(\$109.00)				
			\$285.00	\$2,714.00			\$0.00	\$0.00	\$0.00	\$0.00
<b>Radio System</b>										
	MCC5500 and Brimic console maintenance/support		0	\$750.00		0.00				
	LPO relocate F1 radio capabilities to records		\$1,840.00	\$0.00	\$1,840.00	(\$1,840.00)				
	Outdoor warning siren conversion/integration	must use 10 digit format, VHPW NB for	\$715.00	\$0.00	\$810.00	\$95.00				
			\$2,555.00	\$750.00			\$0.00	\$0.00	\$0.00	\$0.00
<b>IT Support</b>										
	Network setup - Verizon Private Network	Mobiles must use Verizon private network	\$250.00	\$0.00		(\$250.00)				
	Network setup - LAN integration	estimated 10 hrs at \$250 each	\$2,500.00	\$0.00		(\$2,500.00)				
	IT Support - M-F 9-5	**agency should increase year 1 hours**	\$0.00	\$0.00		0.00				
	IT Support - After hours	**agency should include provision**	\$0.00	\$0.00		0.00				
			\$0.00	\$0.00		0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Alarm System</b>										
	Interconnect to existing CFD alarm monitoring system	All alarms were found to be the school districts. No village alarms moved	\$3,930.00	\$288.00	\$0.00	(\$3,930.00)				
			\$3,930.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
<b>Infrastructure</b>										
	T1 - one	this would be above/beyond current T1 if needed	\$0.00	\$0.00		0.00				
	T1 - recurring	varies	\$0.00	\$0.00		0.00				
	Protect UPS System - maintenance	PM and reserve transfer for battery replacement	0	\$1,820.00		0.00				
	LPO Krypton door control integration	using Mello as vendor	\$10,754.00	\$0.00	\$13,354.00	2,600.00				
	LPO replacement DVR system	using Chicago Comm. Systems	\$10,975.00	\$0.00	\$10,975.00	(\$10,975.00)				
	Video monitoring	will use on demand connection	\$0.00	\$0.00		0.00				
	LPO Move video monitors, multiplexers, intercom master and change front door to autodialer	Using Chicago Communications Systems	\$8,170.00	\$0.00	\$8,170.00	(\$8,170.00)				
	Connect2TY (emergency notification system)	VHCCC will be set up as a backup site for Lincolnshire's CTV system	\$0.00	\$0.00		0.00				
			\$50,868.00	\$1,820.00	\$13,354.00		\$0.00	\$0.00	\$0.00	\$0.00
<b>Software</b>										
	New World Systems Mobile Messaging		\$75,100.00	\$0.00	\$23,100.00	0.00				
	New World Systems Field Based Reporting		\$25,200.00	\$0.00	\$23,200.00	0.00				
	New World Systems In Station Reporting		\$27,000.00	\$0.00	\$27,000.00	0.00				
	New World Systems Software Vol discount		\$7,530.00	\$0.00	\$7,530.00	0.00				
	New World LERMS		\$18,000.00	\$0.00	\$18,000.00	0.00				
	GIS, Third party and implementation costs	**does not include training. Training is the responsibility of each individual agency (\$8 livescan, 2.1k in car map)	\$10,100.00	\$0.00	\$10,100.00	0.00				
	New World Systems software discount		-\$10,354.00	\$0.00	-\$10,354.00	0.00				
	New World Systems SSMA - Lincolnshire yr 1	4% annual increases, plus any additional software	\$0.00	\$14,059.00			\$14,621	\$15,208	\$15,816	\$16,447
	New World Systems Shared SSMA (CAD)		\$0.00	\$1,822.50			\$1,885	\$1,971	\$2,059	\$2,139
			\$86,518.00	\$19,881.50		\$0.00	\$16,516.78	\$17,177.43	\$17,884.53	\$18,678.11

Cost of Dispatching: \$272,320.00 per year with annual adjuster  
 Capital Expense: \$187,070.00 all one time expense per year w/annual  
 Recurring Costs: \$21,186.80 adjustments

**Project Management Costs or Costs not detailed in spreadsheet**

<b>Date</b>	<b>Start</b>	<b>End</b>	<b>total</b>	<b>reason</b>	<b>Who</b>
3/18/2013	1600	1700	1	initial discussion concerning alarm boards, video monitoring, intercomm system	Dunning
3/29/2013	1600	1700	1	meeting with Chicago Communications systems about intercom, monitors, etc	Dunning
4/8/2013	1600	1730	1.5	project meeting with COP and Jamie, presented Li equipment move quotes	Dunning
8/12/2013	1700	1900	2	data entry for parks, churchs, business'	Dunning
8/13/2013			.75 hrs	ABN setup email distributions lists for PD	ABN-Wells

## AGREEMENT

### Alternate Public Safety Answering Point

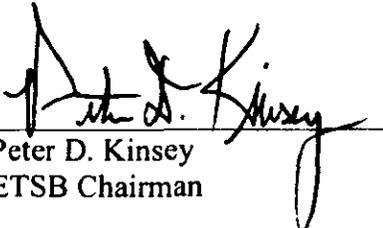
#### For 9-1-1 Emergency Communications

This agreement is made between the Lincolnshire Emergency Telephone System Board (ETSB) and the Mundelein Police Department for the purpose of effective handling and routing of E-911 and wireless 911 emergency calls for police/fire assistance.

#### Call Handling

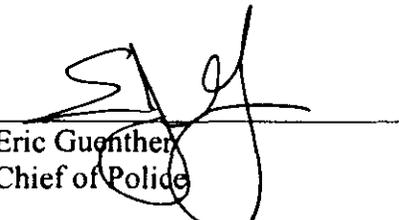
When the volume of emergency calls at the Lincolnshire Public Safety Answering Point (PSAP) is such that an overflow of emergency calls is produced, the overflow of emergency calls will be transferred to the Mundelein Police Department. The Mundelein Police Department, located at 221 N. Lake St., Mundelein, IL 60060, will serve as the backup Public Safety Answering Point, and will be utilized in the event that the primary Public Safety Answering Point becomes inoperable, providing the Mundelein Police Department is physically capable of receiving such calls. It would then become the receiving center for all emergency public safety services provided to the Village of Lincolnshire. When the Mundelein Police Department receives the emergency call for service originating from the Village of Lincolnshire, they will dispatch the call via local radio channel 470.8625 to the Lincolnshire Police Department and an emergency unit will respond to the call for assistance. The Mundelein Police Department will collect the appropriate information about the caller and transfer this information back to the Lincolnshire Public Safety Answering Point for the proper recording of this information.

Lincolnshire ETSB



Peter D. Kinsey  
ETSB Chairman

Mundelein Police Department



Eric Guenther  
Chief of Police



**VILLAGE OF VERNON HILLS  
WITH LIBERTYVILLE & LINCOLNSHIRE  
740 S. LAKEVIEW PKWY  
VERNON HILLS, IL  
CUTOVER DATE 05-31-91**

**RATE CENTER END OFFICE  
A LINKS**

**CONTROL OFFICE**

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

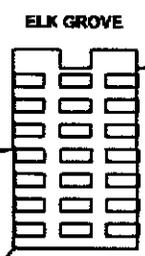
**DATABASE  
ACCESS**

**LIBERTYVILLE**

AT&T IS	6
CLEC	
AT&T	16
FOCAL	10
GLOBAL COM	2
MPOWER	2
MCLEOD	4
PAETEC	2
TDS METROCOM	2
TELEPORT	4
VERIZON BUSINESS	2
XO COMM	8

**LINCOLNSHIRE/  
WHEELING**

AT&T IS	9
CLEC	
AT&T	4

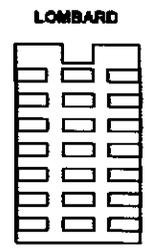
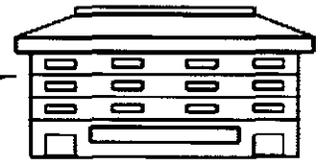


**(5) WIRELINE  
TRUNKS**

7EMNC316182  
7EMNC000814  
7EMNC316237  
7EMNC024210  
7EMNC134561  
7EMNCXXXXXX  
TG #341  
7UGXR006680  
MAKE BUSY

**(5) WIRELESS  
TRUNKS**

7EMNC191628  
7EMNC191629  
7EMNC143952  
7EMNC121671  
7EMNC158216  
TG # 468  
5CSNC231713  
MAKE BUSY



**(1) WIRELINE TRUNK**

7EMNC231715  
TG # 258  
7UGXR231718  
MAKE BUSY

7FDDZ695004-NORTHBROOK  
3FDDZ695005-SOUTHFIELD, MI

