



CITY OF HIGHLAND PARK

1707 ST. JOHNS AVENUE
HIGHLAND PARK, ILLINOIS 60035
(847) 432-0800

June 27, 2014

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

Dear Mr. Hunter:

This letter is to confirm we have entered into a contractual agreement with the Village of Glenview for dispatching services. All 9-1-1 calls for this community will be routed to the Glenview Public Safety Dispatch Center located in Highland Park 1677 Old Deerfield Rd, Highland Park, 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,

Mayor
City of Highland Park



**CITY OF HIGHLAND PARK
9-1-1 GENERAL INFORMATION**

Current Date: June 23, 2014
Proposed Modification Date: August 15, 2014
Submitted by: Brent Reynolds
Modification of an Existing System- I.C.C. Docket Number#: 89-0466
Total Population Served: 29,917
Total Access Lines: 16,497
Total Land Area Covered in Square Miles: 12.24 square miles

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

Brent Reynolds
2500 Lake Ave
Glenview, IL 60025

Narrative

The modification that is being requested herein is based upon the fact that the City of Highland Park (hereafter Highland Park) has entered into a contractual agreement with the Village of Glenview and the Village of Glenview's 911 dispatch center, Glenview Public Safety Dispatch Center (hereafter as GPSDC) to provide dispatch services. The physical location of the GPSDC Dispatch Facility in Highland Park is 1677 Old Deerfield Rd, Highland Park, Illinois 60035. Specifically, the GPSDC dispatch facility is located in the lower level of the Highland Park Police Department Building. This dispatch center will provide E911 call handling and emergency communications for the following agencies:

- City of Highland Park
 - Police Department
 - Fire Department (including EMS)
- City of Highwood
 - Police Department
- Village of Lake Bluff
 - Police Department
 - Fire Department (including EMS)
- City of Lake Forest
 - Police Department
 - Fire Department (including EMS)

The GPSDC North facility located in the Highland Park Police Department was constructed in concert with the new Highland Park Police Department at the same location in 2007. This dispatch center is located on the first floor and the facility is secured from outside access by no less than two barriers at all times. GPSDC recently purchased an upgrade to the E911 selective router allowing for additional growth, geo-diverse backup, and Next Gen 911 capabilities. Other equipment purchased for this center includes, but is not limited to: Bramic ergonomic consoles, Motorola radio console, digital instant recall recorders, voice logging recorders, New World Systems Computer Aided Dispatching, Spectracom PBX and GPS controlled net clock, three phase uninterruptible power supply 208 V Input 208V output with outside generator. The facility will have a minimum of (2) positions staffed (24/7/365) and the ability to increase up to 7 positions for peak periods of operation. In addition existing part time Telecommunicators can also be 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 the consolidate police channel, consolidated fire channel. Position three is a dedicated call taker position, and the four other positions are backup position and also for use by the GPSDC agencies located in the GPSDC facility in Glenview for backup.

The architecture of the E911 system will direct all calls to the GPSDC North facility located in Highland Park that fall into the Selective Routing Tables for Highwood, Highland Park Lake Bluff, and Lake Forest while continuing to direct all calls that fall into the Selective Routing Tables for Glenview to the GPSDC facility located in Glenview. This will include both wire line and wireless 9-1-1 trunk circuits. The current selective router for the both PSAPs is located at the LEC facility in Elk Grove Village. The centers are 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.

Connectivity between both facilities will be provided through two different solutions, the first is fiber, and the second is via microwave radio. This connectivity will allow for the geo diverse Cassidian 911 phones system to maintain the redundancy of the phone system between both facilities. These connections will allow for a seamless connection and ability to failover between the primary connection (fiber) and the secondary (microwave) should the connection fail or the quality of service fall below the acceptable threshold. In the event the primary and secondary connectivity should fail both sites can continue to operate independently and should one of these facilities completely fail the 911 trunks can be switched to the other facility.

All seven (7) operator position at the GPSDC North facility in Highland Park will have ANI/ALI capabilities. In addition all positions have TTY services provided in the form of text messaging from the Cassidian controller. This procedure is seamless to the calling party regardless of communication method used (voice vs. TTY). This center meets all standards required of a 911 PSAP.

All eight (8) operator position at the GPSDC facility in Glenview will have ANI/ALI capabilities. In addition all positions have TTY services provided in the form of text messaging from the Cassidian controller. This procedure is seamless to the calling party regardless of communication method used (voice vs. TTY). This center meets all standards required of a 911 PSAP.

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 GPSDC facilities 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. GPSDC staff 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 both GPSDC facilities.

The Glenview Public Safety Dispatch Center (GPSDC) PSAP (enhanced) located in Glenview, IL will operate as the backup and overflow PSAP for the GPSDC 9-1-1 trunks that terminate in the GPSDC North PSAP located in Highland Park. Emergency radio communications will continue to be provided from the GPSDC center. In the event that radio communications are not able to continue from the GPSDC North facility in Highland Park the GPSDC PSAP in Glenview will provide backup services. In addition the GPSDC North facility in Highland Park will be the backup PSAP for the Deerfield PSAP providing backup 911 services to the following agencies; Deerfield Police, Bannockburn Police, and Riverwoods Police. The GPSDC facility will continue to provide backup 911 services to Northbrook 911 PSAP.

All Telecommunication Operations providing police and fire services at the GPSDC facilities are trained and certified by ICJIS in the operation of the LEADS/NCIC system. Proof of certification is retained on file with the Director of Public Safety Support Services. Operations' training is provided to each Telecommunication Operator via an in-house adaption of the Association of Public-Safety Communications' 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. Emergency Medical Dispatching Certification is obtained through the Priority Dispatch System and submitted to all appropriate EMS coordinators and the Department of Public Health as required by IDPH Standards.

The GPSDC Standard Operating Procedures (SOP) document state that callbox failures will result in the immediate transportation of a telecommunication Operator to the LEC Central Office facilities associated with the point of failure.

COMMUNITIES SERVED

A list of all communities to be served by the proposed 9-1-1 System. Please include the name of community and official mailing address including street address, city and zip code.

USE ADDITIONAL SHEETS AS NECESSARY

City, Town or Village	Street Address, City, Zip Code
City of Highland Park	1707 St Johns Ave, Highland Park 60035

Exhibit 3

SYSTEM PARTICIPANTS

A list of system participants showing the 9-1-1 land area(s) in square miles and estimated population which will have access to the proposed 9-1-1 System. Do not forget to include County Sheriffs jurisdiction and Illinois State Police Districts. Each agency that appears on this list should also be shown on the maps and should also have signed a call handling agreement.

System Participants	USE ADDITIONAL SHEETS AS NECESSARY)				Check Appropriate Box		
	Street Address, City, Zip Code	Administrative Telephone No.	Population	Land Area	Dispatch	Transfer	Call Relay
City of Highland Park Police	1677 Old Deerfield Rd Highland Park, IL	847-432-7730	29,917	12.24 sq. mi.	X		
City of Highland Park Fire/EMS	1130 Centrel Ave Highland Park, IL	847-433-3110	29,914	12.24 sq. mi.	X		

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
Deerfield-Bannockburn Fire Protection District	500 Waukegan Rd., Deerfield, IL 60015	847-945-4066
Deerfield Police Department	850 Waukegan Rd., Deerfield, IL 60015	847-945-8636
Glencoe Public Safety	675 Village Ct., Glencoe, IL 60022	847-835-4112
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
Northbrook Police Department	1401 Landwehr Rd, Northbrook, IL 60062	847-564-2060
Northbrook Fire Department	740 Dundee Road, Northbrook, IL 60062	847-272-2141

VILLAGE OF GLENVIEW AND GRAYSLAKE
 2500 E. LAKE AVENUE
 GLENVIEW, IL
 CUTOVER DATE 12-29-92



RATE CENTER END OFFICE
 A LINKS

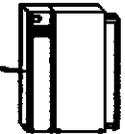
CONTROL OFFICE

9-1-1 TRUNKS B LINKS

DATABASE
 ACCESS

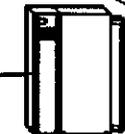


BACKUP PSAP FOR
 ALL GLENVIEW
 CIRCUITS
 GLENVIEW NORTH



INTRADO ALI DATABASE

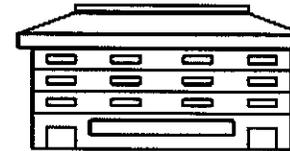
FDDZ449311 - NORTHBROOK
 FDDZ477106 - SOUTHFIELD MI



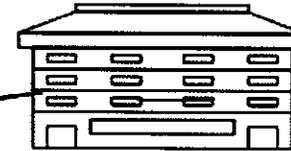
INTRADO ALI DATABASE

FDDZ000000 - NORTHBROOK
 FDDZ000000 - SOUTHFIELD MI

PROPOSED / FUTURE

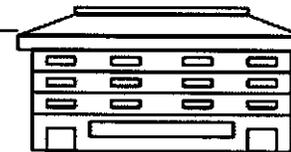


GLENVIEW PSAP
 2500 E. LAKE AVE
 GLENVIEW



GLENVIEW PUBLIC
 SAFETY DISPATCH
 CENTER NORTH
 1677 OLD DEERFIELD
 RD. HIGHLAND PARK

SERVING:
 HIGHLAND PARK, HIGHWOOD,
 LAKE FOREST, LAKE BLUFF



GRAYSLAKE AT
 GLENVIEW PSAP
 2500 E. LAKE AVE
 GLENVIEW



BACKUP PSAP
 FOR GRAYSLAKE
 CIRCUITS
 CENCOM

(6) WIRELINE TRUNKS
 7EMNC388692
 7EMNC527196
 7EMNC541228
 7EMNC556650
 7EMNC593331
 7EMNC313505
 TG861
 NETWORK CONTROL
 MODEM
 7UGXR595396

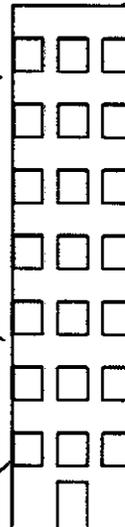
(3) WIRELESS TRUNKS
 7EMNC601356
 7EMNC851169
 7EMNC313506
 TG862
 5CSNC771393
 MAKE BUSY

(5) WIRELESS TRUNKS
 7EMNC000000
 7EMNC000000
 TG000000
 5CSNC000000
 MAKE BUSY

(5) LANDLINE TRUNKS
 7EMNC000000
 7EMNC000000
 TG000000
 7UGXR000000
 MAKE BUSY

(2) LANDLINE TRUNKS
 GRAYSLAKE
 7EMNC001008
 7EMNC028568
 TG492
 7UGXR030233
 MAKE BUSY

(2) WIRELESS TRUNKS
 7EMNC287973
 7EMNC289236
 TG543
 5CSNC292267
 MAKE BUSY



ELK GROVE

GLENVIEW
 AT&T (FORMER SBC) — 6
 CLEC
 ALLEGIANCE — 4
 AT&T — 24
 FOCAL — 8
 GLOBAL COM — 2
 MGC COMM — 4
 OVATION — 4
 PAETEC — 2
 TELEPORT — 4
 WORLDCOM — 2
 XO COMM — 4

MORTON GROVE & NILES
 AT&T (FORMER SBC) — 6
 CLEC
 ALLEGIANCE — 4
 AT&T — 24
 FOCAL — 8
 GLOBAL COM — 2
 MGC COMM — 4
 OVATION — 4
 PAETEC — 2
 TELEPORT — 4
 WORLDCOM — 2
 XO COMM — 4

HIGHLAND PARK,
 HIGHWOOD, LAKE
 FOREST, LAKE BLUFF
 AT&T (FORMER SBC) — 6
 CLEC
 ALLEGIANCE — 4
 AT&T — 24
 FOCAL — 8
 GLOBAL COM — 2
 MGC COMM — 4
 OVATION — 4
 PAETEC — 2

**DISPATCH SERVICES AGREEMENT BETWEEN
THE VILLAGE OF GLENVIEW AND THE CITY OF HIGHLAND PARK**

THIS AGREEMENT is made as of April 28, 2014, by and between the **VILLAGE OF GLENVIEW**, an Illinois home rule municipal corporation ("**Glenview**") and the **CITY OF HIGHLAND PARK** ("**Highland Park**"), an Illinois home rule municipal corporation. In consideration of the mutual promises of the parties hereto made each to the other and other good and valuable consideration, Glenview and Highland Park 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 Glenview and Highland Park, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance, and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government.

B. Glenview and Highland Park are units of local government.

C. Glenview operates a full service dispatch center from a facility located at 2500 East Lake Avenue, Glenview, Illinois (the "**Glenview Facility**"), and will expand its operations to include a facility located at 1677 Old Deerfield Road, Highland Park, Illinois (the "**Highland Park Facility**") (collectively the "**Full Service Dispatch Center**") pursuant to a facility use agreement to be negotiated in good faith between Glenview and the City of Highland Park ("**Facility Use Agreement**"). Highland Park is seeking to have Dispatch Services performed by Glenview from the Full Service Dispatch Center on behalf of its police and fire/EMS departments and other ancillary services (collectively the "**Dispatch Services**") as those Dispatch Services are described in Section 2.A of this Agreement.

D. Glenview anticipates concurrently providing services similar to the Dispatch Services from the Full Service Dispatch Center to the following additional agencies: the City of Lake Forest, the City of Highland Park and City of Highwood ("**Additional Agencies**").

E. Glenview and Highland Park 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 Glenview and Highland Park to enter into this Agreement for Glenview to provide Dispatch Services to Highland Park.

Section 2. Provision of Dispatch Services by Glenview and Corresponding Obligations of Highland Park.

A. **Operation of Full Service Dispatch Center and Provision of Dispatch Services by Glenview.** Glenview shall continue to directly operate the Full Service Dispatch Center to provide Dispatch Services to Highland Park throughout the Initial Term and any Renewal Term of this Agreement. Glenview shall begin providing the Dispatch Services to Highland Park on August 1, 2014 (the "**Commencement Date**"). The Dispatch Services provided by Glenview to

Highland Park shall include without limitation the following:

1. Provide 24-hour a day answering of all emergency 9-1-1 and police/fire/EMS non-emergency calls; maintain updated telephone lists of Highland Park staff and employees; implement and utilize call-out procedures for emergencies and non-emergencies, and forward messages, utilizing reasonable telephone answering procedures adopted by Glenview and approved by Highland Park. All calls (emergency and non-emergency) shall be answered within ten (10) seconds at least ninety-five percent (95%) of the time, and a log of all calls shall be provided to Highland Park by Glenview on a quarterly basis or as otherwise reasonably requested by Highland Park. Said log shall be made available to Highland Park upon request within a reasonable time period of no greater than 7 days. Recordings of all aspects of each call received for Highland Park (including the incoming phone call, internal dispatch center conversations related to the call, out bound phone calls and any and all radio traffic related to the call) shall be made available immediately to Highland Park upon request for such recording by Highland Park. Additionally, Glenview shall provide Highland Park with call answering performance metrics for Glenview and all other agencies contracting with Glenview for services similar to the Dispatch Services on an annual basis or as otherwise requested in writing by Highland Park, such requests to occur no more than quarterly;
2. Provide 24-hour a day dispatching for all Highland Park Police Department, Highland Park Fire/EMS Department and Highland Park Public Works calls for service and related activities. High Priority Calls, including but not limited to active felony, FBI Type II crimes, fire and rescue emergencies and ambulance calls, and such other calls as Highland Park may designate in consultation with Glenview ("**High Priority Calls**") shall be dispatched by Glenview within 60 seconds of receipt of the High Priority Call whenever possible but in no event less than for 90 percent of all High Priority Calls received. Glenview shall provide reporting to Highland Park demonstrating compliance with this standard no less than monthly;
3. Maintain and operate radio and computer communications with Highland Park for all Police Department, Fire/EMS Department, and Highland Park Public Works calls, utilizing dispatching procedures adopted and agreed upon by the parties;
4. Use best efforts to maintain the following minimum employee staffing levels to provide the Dispatch Services:

At the Highland Park Facility, at least two (2) persons shall be available to provide the Dispatch Services at all times; provided, however, in the event that temporary staffing difficulties caused by an emergency situation that is beyond Glenview's reasonable control prevent such minimum staffing, then Glenview shall notify the Highland Park City Manager of any circumstance when such minimum staffing level will not be met and the expected duration of any such circumstance. To the extent these minimum staffing levels require the hiring of any additional employees by Glenview, Glenview agrees to allow any and all current Highland Park dispatch employees to undertake any pre-employment examinations and perform any and all other requirements necessary for those employees to apply for the anticipated 12 required dispatchers/call taker positions. Highland Park acknowledges that, should Glenview hire any former Highland Park employees to

provide the Dispatch Services, those employees will become Glenview employees and Highland Park will have no ability to make any personnel-related decisions concerning those employees;

5. Provide and continuously update training to all Glenview employees providing the Dispatch Services in the operation of Glenview's New World System for Highland Park, as further described in Section 2.B and 2.C of this Agreement, and other necessary skills including but not limited to Emergency Medical Dispatch (E.M.D.). Documentation and evidence of such training shall be provided by Glenview to Highland Park upon request;
6. Perform supervised transfers of 9-1-1 fire rescue calls to the appropriate Fire/EMS rescue agency as required by ICC 9-1-1 regulations;
7. Pursuant to informational materials provided by Highland Park, provide general information to, and answer questions from, callers related to Highland Park public health and safety issues (i.e. boil orders or street closures) and general information related to Police, Fire/EMS, Public Works and other Highland Park services; Highland Park shall provide an auto-attendant phone system to help direct non-emergency calls. Glenview shall not under any circumstances accept payment of any fees, fines, or other amounts on behalf of Highland Park;
8. No more than seven (7) days following the final day of any month, or upon written request by Highland Park, provide copies of reports regarding service performance metrics, call volume, LEADS reports, officer time usage, and any other requested reports;
9. Provide warning notifications to the Highland Park community and residents, including without limitation activating Outdoor Public Warning System (OPWS) and reverse notification calls (e.g. Code Red), as requested by Highland Park and in accordance with Highland Park's policies and procedures and only at the direction of the Highland Park Chief of Police or his/her designee; however, Highland Park shall be responsible for providing the exact wording of the emergency message to be delivered, and for all costs associated with the purchase and installation, maintenance, and/or relocation of any equipment necessary to activate Highland Park's community warning sirens;
10. Maintain a call logging and recording system of all calls and, upon request, provide copies to Highland Park of recorded calls to Highland Park Police, Fire/EMS, and Public Works Departments;
11. Provide electronic remote control monitoring for the Highland Park Police Department security system and other City-controlled facilities as designated by Highland Park, including monitoring the entry to the Highland Park Public Safety building; provided, however, that Highland Park shall provide the necessary equipment and connections at Highland Park's cost to enable Glenview to accomplish this monitoring. This monitoring will include both video and audio, two-way communications;

12. Assist Highland Park in any manner necessary, including cooperating with representatives and assessors of Police and Fire/EMS performance metrics, including without limitation the Insurance Service Office ("ISO"), the Commission on Accreditation for Law Enforcement Agencies, Inc. ("CALEA"), A.P.C.O., the Commission on Fire Accreditation International ("CFAI") and the Illinois Police Accreditation Coalition ("IPAC"), and taking any other appropriate action, to ensure that Highland Park receives full accreditation status through CALEA, including successful completion of a mock assessment through IPAC. It is understood, however, that Glenview's obligations in this regard are related solely to the telecommunications requirements of such accreditations, and not to any other aspects of police activities undertaken by Highland Park, as the case may be. Any extraordinary compliance measures undertaken by Glenview in furtherance of this Paragraph 2.A.12 at the request of Highland Park will be done at Highland Park's expense;
13. Subject to the obligations of Highland Park described in Section 2.B herein, 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 Highland Park, including without limitation warrants and sex offenders;
 - c. Maintain and manage hot files;
 - d. Maintain and manage all LEADS and NCIC files;
 - e. Remove from the LEADS and NCIC files information and data that is no longer current; and
 - f. Update and validate, on a regular basis, LEADS and NCIC data and files, with information provided by Highland Park;
14. Maintain and operate mutual aid dispatch services for Highland Park in accordance with the emergency response plans and programs established by the Northern Illinois Police Alarm System ("NIPAS"), the Illinois Law Enforcement Alarm System ("ILEAS"), the Mutual Aid Box Alarm System ("MABAS"), the Illinois Telecommunicator Emergency Response Task Force ("IL-TERT"), and the Illinois Public Works Mutual Aid Network ("IPWMAN"), as well as any other applicable public safety organizations; provided, however, that Glenview's obligations in this regard are limited to monitoring, dispatching, documenting, and updating of system information, based upon data provided by Highland Park;
15. Participate in reasonable periodic training exercise programs and scenarios conducted by Highland Park, 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 Glenview will not be obligated to participate in D.U.I. training details. Costs associated with the attendance of dispatch service employees (including

supervisory staff) at special assignments or special events will be borne by Highland Park;

16. To encourage mutual personnel interactions, Glenview agrees that its dispatch personnel will accompany Highland Park Police officers and/or Highland Park Firefighters/EMS personnel on "ride-alongs" to become familiar with local geography and Highland Park Police and Fire/EMS Department procedures. Such "ride-alongs" will be conducted on no less than a semi-annual basis, at no additional charge to Highland Park. Periodic attendance at Highland Park Police or Fire Department meetings and other mutually agreed upon events is encouraged throughout the term of this Agreement;
 17. Cooperate with Highland Park in the preparation of responses to any subpoenas and/or Freedom of Information Act requests concerning the Dispatch Services, including without limitation identifying and providing copies of responsive documents, provided that Highland Park will be responsible for completing and transmitting responses to such FOIA requests; and
 18. Cooperate with Highland Park in the event that any litigation arises out of or is related to the services provided under this Agreement.
- B. Obligations of Highland Park. Highland Park agrees to perform the following in order to enable Glenview to efficiently and properly fulfill its obligations under this Agreement:
1. Provide timely updated telephone lists, call our procedures, and suggested telephone answering procedures;
 2. Provide timely notification of a Highland Park designee for receiving notice in the absence of Police Chief and or Fire Chief;
 3. Provide informational materials on public safety, civic and utility issues for dissemination to residents of Highland Park;
 4. Provide proper equipment and connections to enable Glenview to monitor entry to the Public Safety building and any other Village controlled-facilities, and prisoner checks;
 5. Provide reasonable cooperation in assisting Glenview to achieve accreditation as desired by Glenview;
 6. Provide timely reports and other data needed for Glenview to comply with LEADS requirements and current MABAS box cards;
 7. Provide work schedules, on-call schedules, training exercises and reasonable notification thereof;
 8. Enter and manage warrants through New World RMS (defined as New World Records Management System), or other subsequently-implemented records management system; and
 9. Maintain fire run cards in New World RMS, or other subsequently-implemented

records management system, with any changes thereto provided to Glenview.

C. Party Obligations Relating to New World System.

1. Glenview will execute with New World an Additional Software License Agreement and any other required documentation to add the necessary licenses for Highland Park to join Glenview's New World System.
2. The parties acknowledge and mutually agree that Glenview shall be responsible for all IT costs and services related to maintaining the New World Computer Aided Dispatch, New World Records Management System, New World Mobile and Field Reporting Systems, and all other software/hardware components, New World or otherwise, integrated with the New World software solution (collectively, the "**New World System**"), to the extent that those components are physically located in Glenview or Highland Park. In addition, Glenview agrees to schedule, perform, and complete, in coordination with Highland Park, any and all upgrades to the New World System servers.
3. Highland Park shall be responsible for all third party software and hardware prerequisites required for New World System upgrades to be implemented properly on all Highland Park hardware, including the mobile clients.
4. The parties mutually agree that either party may elect to add New World System components, or third party components, to the New World System. Such new components added by either party shall be at the sole cost (including, but not limited to, implementation costs, software license/maintenance costs, and any necessary software or hardware components to the servers that house the New World System) of that same party. The parties may mutually agree, in writing, to share the cost of such new components. If at a later date the non-implementing party wishes to utilize a component paid by the implementing party, then the non-implementing party will agree to reimburse the implementing party for a portion of the implementing costs as agreed to by the respective parties. Any individual mobile unit/terminal software license or maintenance costs shall be the responsibility of the party where the unit is located.

Section 3. Determination and Payment of Costs by Highland Park.

A. Quarterly Fee for Dispatch Services. Highland Park agrees to pay to Glenview a fee for Dispatch Services in the amounts set forth in the attached Exhibit A ("**Quarterly Fee**"), attached hereto and incorporated by reference herein. The parties acknowledge and agree that the Quarterly Fee includes ongoing expenses to upgrade, improve, and enhance the Dispatch Services and the equipment and facilities relating thereto. The Quarterly Fee shall be paid to Glenview each quarter, beginning on the Commencement Date; except that in recognition of the costs that Glenview must incur in advance of the Commencement Date, Highland Park shall deliver the first Quarterly Fee to Glenview in advance of the Commencement Date per the attached Exhibit A schedule. The provisions of the Local Government Prompt Payment Act (50 ILCS 505/1) shall apply to all payments due hereunder.

B. Additional Expenses. To the extent that this Agreement provides for Highland Park

to bear other expenses relating to the Dispatch Services, such other expenses shall be due and payable 30 days after Glenview delivers an invoice for such expenses to Highland Park, as the case may be.

C. Capital Charges. The Fees set forth in Exhibit A reflect certain capital expenses relating to the transition costs for providing Dispatch Services to Highland Park. Except as otherwise expressly provided in this Subsection 3.C, Highland Park shall not be responsible for any future capital expense by Glenview or any other entity related to the provision of the Dispatch Services to Highland Park.

D. New Recipients of Dispatch Services. Glenview may attempt to solicit other municipalities or fire protection districts to enter into agreements by which Glenview may provide services similar to the Dispatch Services. Glenview agrees to consult with Highland Park prior to executing any agreement for such services. Under any and all circumstances, Glenview represents and warrants that the standards of performance for the Dispatch Services provided to Highland Park shall not diminish in any manner following any extension of similar services by Glenview to other municipalities or fire protection districts.

E. Participation of Additional Agencies. The parties agree and acknowledge that the business model underlying the Agreement is based upon the involvement of the Additional Agencies. In the event that any of the Additional Agencies: (i) does not enter into an agreement with Glenview for dispatch services; or (ii) terminates any such agreement, then, and in such event, the parties hereto agree to enter into good-faith negotiations concerning pricing and operations hereunder.

F. Recapture Fees. If Glenview contracts with any agency other than Highland Park and the Additional Agencies, then and in such event, Glenview shall require such agency to pay a fee to Glenview for access to the redundancies of the Dispatch Services (the "Recapture Fee"). In such event, within sixty (60) days of Glenview's actual receipt of the Recapture Fee, Glenview agrees to distribute a portion of the Recapture Fee to Highland Park and the Additional Agencies in accordance with each entity's proportionate capital contribution hereto. Upon agreement of the parties, such distribution can be in the form of a credit towards amounts owed to Glenview under this Agreement by Highland Park and the Additional Agencies.

Section 4. Insurance.

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

1. Commercial General Liability combined single limit per occurrence for bodily injury and property damage, and personal and advertising injury on a per occurrence basis. Coverage includes the following: all premises and operations, products/completed operations, broad form property damage, defense and contractual liability;
2. Automobile Liability combined single limit per occurrence for all owned, hired and non-owned Glenview vehicles brought onto any of the City's properties for bodily injury and property damage. Uninsured/underinsured motorist coverage must be secured per Illinois requirements.
3. General Liability and Property coverage for any equipment used in the provision of the Dispatch Services under this Agreement;

4. **Workers' Compensation with statutory limits and Employer's Liability coverage.**
5. **Umbrella or Excess Liability for bodily injury, personal injury, and property damage limited to \$2,000,000 per occurrence and \$2,000,000 aggregate.**
6. **Law Enforcement Liability for bodily injury, personal injury, and property damage limited to \$2,000,000 per occurrence and \$4,000,000 aggregate with a \$200,000 Self Insured Retention.**
7. **Additional Insured. The City of Highland Park and its officials, officers, agents and employees (collectively "Additional Insureds") must each be named as additional insureds on a primary and non-contributory basis on general liability, automobile liability, and umbrella or excess liability insurance coverage. The Additional Insured status is strictly limited to the Dispatch Services Agreement.**

Such coverages shall be in amounts no less than what Glenview maintains for itself in its normal course of business and upon the same terms, provisions and conditions of Glenview's coverage. Upon Highland Park's written request, Glenview shall provide Highland Park a copy of the insurance policy(ies) or coverage document(s) which affords the insurance coverage required in this paragraph.

B. Indemnification.

1. **To the fullest extent permitted by law, Glenview does hereby agree to defend, indemnify and hold Highland Park, its officials, employees and agents harmless from and against any and all claims, demands, losses, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of Glenview, its officials, employees or agents, in the performance of or with relation to any of the work or services to be performed or furnished by Glenview under this Agreement, except to the extent caused by the sole negligence of Highland Park.**
2. **To the fullest extent permitted by law, Highland Park does hereby agree to defend, indemnify and hold Glenview, its officials, employees and agents harmless from and against any and all claims, demands, losses, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and expenses, which may arise out of or in connection with any act or omission on the part of Highland Park in the performance of the obligations of Highland Park under this Agreement, or any obligation related to the provision of police and/or public works services by Highland Park, except to the extent caused by the negligence of Glenview.**

C. Proof of Coverage by Glenview. Glenview agrees to furnish to Highland Park a certificate of coverage detailing the self-insurance or commercial insurance as provided by its insurer. The certificate shall be delivered to Highland Park within thirty (30) days after the effective date of this Agreement. Highland Park shall be added, by original endorsement, as an additional insured to all liability policies set forth in Section 4.A. Such endorsement shall be furnished to Highland Park with the certificate of coverage. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The insurance coverage required under Section 4.A. shall be primary and not excess to any other coverage carried by Highland Park.

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

1. Glenview shall promptly notify Highland Park of receipt of any such notice; and
2. Glenview agrees to use its best efforts to provide comparable coverage either through membership in a joint risk management association or through commercial insurance carriers. However, the failure of Glenview to secure or provide such comparable coverage does not relieve it of its duty to defend, indemnify or hold Highland Park harmless as required in this Agreement.

E. Coverage by Highland Park. Highland Park agrees to maintain commercial general liability coverage, workers' compensation and employer's liability coverage for its operations as provided herein. Upon request, Highland Park will provide proof of this insurance to Glenview. Any insurance required to be carried by Highland Park hereunder shall be primary and not excess to any other coverage carried by Glenview in connection with any act or omission on the part of Highland Park in the performance of the obligations of Highland Park under this Agreement, or any obligation related to the provision of police and/or public works services by Highland Park.

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

B. Complaint Procedure. Glenview shall establish a procedure for logging in and responding to complaints concerning the provision of the Dispatch Services. Glenview agrees to inform Highland Park, 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, Glenview agrees to inform Highland Park, as the case may be, of the actions taken by Glenview 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, at a minimum of a quarterly basis, to discuss this Agreement and the Dispatch Services provided pursuant to this Agreement, including without limitation issues relating to the operation of the Dispatch Services and the complaint procedures described in Subsection 5.B of this Agreement.

Section 6. Records.

Glenview 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, and as necessary to respond to requests pursuant to the Illinois Freedom of Information Act.

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, Glenview and Highland Park shall continue to fulfill the terms of this Agreement to the fullest extent possible. Glenview shall continue to provide Dispatch Services to Highland Park as provided by this Agreement. Highland Park shall continue to make all payments to Glenview for the Dispatch Services as provided by this Agreement, including all payments about which there may be a dispute.

C. **Remedies.** Provided that the parties have met their obligations under Section 7.A, the parties shall be entitled to pursue such remedies as may be available in law and equity, including without limitation an action to secure the performance of the covenants, agreements, conditions, and obligations contained herein. The parties agree that any such action must be brought in the Circuit Court of Cook County, Illinois. The requirements of Section 7.A shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety.

Section 8. Term: Termination.

A. **Term.** The term of this Agreement shall be for seven (7) years and five (5) months following the Commencement Date, terminating on December 31, 2021 ("***Initial Term***"). No less than one hundred eighty (180) days before the expiration of the Initial Term, the parties agree to negotiate in good faith on the issue of pricing for any renewal term ("***Renewal Term***"), provided that any increase in the amount of the Quarterly Fee for such Renewal Term shall not exceed three percent (3%) annually. After the expiration of any Renewal Term, 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 notice of no fewer than 365 days after termination is duly authorized by the appropriate legislative action of one of the parties;
2. By written amendment to this Agreement duly authorized by the appropriate legislative action of Glenview and Highland Park; or

3. 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 immediately (or by such other date, not beyond the term of this Agreement, as the non-defaulting party may determine). A party that terminates this Agreement pursuant to this Section 8.B.3 shall retain its rights to pursue any and all other remedies that may be available, either in law or in equity under this Agreement.
4. The Parties acknowledge and agree that the permanent unavailability of either the New World System or the Highland Park Facility for the performance of the Dispatch Services will automatically constitute a default of this Agreement by Glenview. If Glenview learns or reasonably believes that either the New World System or the Highland Park Facility will become permanently unavailable for any reason, Glenview must immediately notify Highland Park and cure the default. If such default is not cured within 90 days, as determined by Highland Park in its sole discretion, Highland Park may terminate this Agreement at any time thereafter.
5. In the event that this Agreement is terminated for any reason, Glenview agrees to continue providing the Dispatch Services to Highland Park for the 90 day period immediately following the date of termination, or such other period immediately following the date of termination as the parties may agree.

Section 9. Effective Date. This Agreement shall be effective as of the date it is signed by both parties, and Glenview will begin providing the Dispatch Services on 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.

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

Village of Glenview
1225 Waukegan Road
Glenview, Illinois 60025
Fax: 847/724-1518
Attention: Village Manager

with a copy to: Eric G. Patt
Robbins, Salomon & Patt, Ltd.
2222 Chestnut Avenue, Suite 101
Glenview, IL 60026
Fax: 847/729-7390

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

City of Highland Park
1707 St. Johns Avenue
Highland Park, Illinois 60035
Fax: (847) 432-7625
Attention: City Manager

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

- B. Time of the Essence. Time is of the essence in the performance of this Agreement.
- C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- D. Non-Waiver. No party shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of any party to exercise at any time any right granted to such party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the party's right to enforce that right or any other right.
- E. Ownership and Capital Costs. Glenview will own the entire dispatch system, except the radio infrastructure equipment installed in Highland Park and the antennae, which shall be owned by Highland Park, unless otherwise agreed to in writing by both parties.
- F. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.
- G. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.
- H. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining

provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

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

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

K. 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.

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

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

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

O. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against Glenview and Highland Park.

IN WITNESS HEREOF, Glenview and Highland Park, respectively, have caused this Agreement to be executed by their respective Village President and attested by their respective Village Clerk as of the day and year first above written.

VILLAGE OF GLENVIEW

By *James R. Patterson*
Village President

Attest *Jedd Holt*
Village Clerk

CITY OF HIGHLAND PARK

By *David W. Kruger*
City Manager

Attest *M. K. ...*
City Clerk

APPROVED AS TO FORM ONLY
CORPORATION COUNSEL

**EXHIBIT A
PAYMENT SCHEDULE
HIGHLAND PARK**

OPERATING PAYMENTS

			Quarter 3+ (Jun-Jul-Aug-Sept)	Quarter 4 (Oct-Nov-Dec)	Annual Total
		Invoiced on:	June 1	October 1	
		Due by:	<u>July 15</u>	<u>November 15</u>	
Partial Year	2014		\$281,458.64	\$211,093.95	\$492,552.59
		Quarter 1 (Jan-Feb-Mar)	Quarter 2 (Apr-May-June)	Quarter 3 (July-Aug-Sept)	Quarter 4 (Oct-Nov-Dec)
		Invoiced on:	January 1	April 1	July 1
		Due by:	<u>February 15</u>	<u>May 15</u>	<u>August 15</u>
Year 1	2015	\$245,389.00	\$245,389.00	\$245,389.00	\$245,389.00
Year 2	2016	\$259,550.80	\$259,550.80	\$259,550.80	\$259,550.81
Year 3	2017	\$277,744.67	\$277,744.67	\$277,744.66	\$277,744.66
Year 4	2018	\$295,207.86	\$295,207.86	\$295,207.86	\$295,207.87
Year 5	2019	\$309,968.26	\$309,968.26	\$309,968.26	\$309,968.25
Year 6	2020	\$325,466.67	\$325,466.67	\$325,466.67	\$325,466.67
Year 7	2021	\$341,740.00	\$341,740.00	\$341,740.00	\$341,740.01
					\$8,712,821.63

New World SSMA*
2014 **\$87,273.36**

* **New World SSMA costs for 2014:** Payment is to be made within 30 days of signing Dispatch Services Agreement. New World SSMA cost is separate only for 2014, included in Operating Payment for Years 1-7 (2015-2021).

CAPITAL PAYMENTS

	<u>Capital Costs</u>	<u>Radio Frequency***</u>	<u>Redundancy</u>	<u>Annual Total</u>
2014*	\$478,297.51	\$151,800.00	\$47,059.09	\$677,156.60
May 1, 2015**	\$196,608.32		\$92,123.79	\$288,732.11
May 1, 2016	\$20,584.08			\$20,584.08
May 1, 2017	\$20,584.08			\$20,584.08
May 1, 2018	\$20,584.08			\$20,584.08
May 1, 2019	\$20,584.08			\$20,584.08
May 1, 2020	\$21,201.91			\$21,201.91
May 1, 2021	\$21,201.91			\$21,201.91
	\$799,645.97	\$151,800.00	\$139,182.88	\$1,090,628.85

*Initial capital payments in 2014: Payment for capital costs, radio frequency, and redundancy in 2014 are to be paid within 30 days of signing Dispatch Services Agreement.

** Invoice and Due Date: Beginning in 2015, capital payments will be invoiced on May 1 of each year with payment due within 45 days or no later than June 15.

***Radio Frequency Costs: Radio frequency costs are an estimated not-to-exceed cost. If actual cost is less, true-up will be performed.