

October 13, 2015

Area Manager - 9-1-1 Operations - ILIIN
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Re: Letter of Intent to Change Back

This is a letter to confirm our intent to modify our existing Enhanced 9-1-1 system for the Village of Barrington, Illinois. It is our desire to change our back-up PSAP from Village of Barrington Hills to the Village of Lake Zurich public safety answering point.

We assume, unless otherwise notified, that the 9-1-1 system modifications will be in operation on approximately October 28, 2015.

Enclosed is our application to the Illinois Commerce Commission for approval to modify our current license.

Respectfully submitted,



Chief David Dorn
Chief of Police
Village of Barrington

General Information Page

Village of Barrington ETSB

I.	Application Date:	October 19, 2015
II.	Proposed Modification Date for Back Up 911 Services	October 28, 2015
III.	Total Population Served	10,361 (2013)
IV.	Total Land Area Covered	4.8 Square Miles
V.	Total Access Lines	18,264

The narrative statement for the most recently modified Village of Barrington ETSB petition remains the same. Barrington is requesting to use a new back-up center for 911 services from the Village of Lake Zurich to serve as our back-up for the Cencom Dispatch Center. Lake Zurich is a public safety answering point in the Lake County 911 System. It is located at 200 Mohawk Trail, Lake Zurich, IL 60047.

The purpose of the modification is to secure a back-up center that has similar communications equipment and staffing levels more consistent with Barrington. Barrington contracts Cencom Dispatch Center as the 911 call taker and dispatch services for Barrington Police Department and Barrington Fire Department. Previously, Cencom has used Barrington Hills Police Department as the 911 backup center. On October 28, 2015 the Barrington Hills Police Department will cease dispatch operations causing a need for Barrington / Cencom to obtain a new 911 backup center.

Agreements has been signed by both the Village of Barrington and the Village of Lake Zurich. They are included with this petition.

9-1-1 calls for service for the Village of Barrington which are answered by the Lake Zurich PSAP under this agreement, will be dispatched as follows:

1. 9-1-1 calls for service shall be transferred to the Cencom Communications Center; and
2. In the event that the calls cannot be transferred to the 9-1-1 trunks, calls shall be transferred to 847-270-9111 (the 10 digit administrative line answered in the Cencom PSAP); and
3. In the event 1 or 2 are not possible, emergency services will be directly dispatched by using the appropriate radio and CAD systems.

These mutually beneficial agreements are possible as both the Village of Barrington and Lake Zurich PSAP are served by the pre-designated AT&T selective routers that are identified in this application.

Exhibit 3 & 4
System Participants and Adjacent Agency List

Agency	Address	Phone	Dispatch Service
Barrington Hills Police Department	112 Algonquin Rd Barrington Hills, IL 60010	847.551.3006	Quad Com 505 Elm Road Carpentersville, IL 60110
Inverness Police Department	1400 Baldwin Rd Inverness, IL 60067	847.358.7766	Northwest Central 1975 E. Davis St. Arlington Heights, IL 60005
Illinois State Police	777 S. State St. Elgin, IL 60123	847.931.2405	ISP 777 S. State St. Elgin, IL 60123
Lake County Sheriffs Police	18 N. County St. Waukegan, IL 60085	847.360.6300	Lake County Dispatch 18 N. County St. Waukegan, IL 60085
Lake Zurich Fire Department	70 E. Main St. Lake Zurich, IL 60047	847.540.5070	Lake Zurich Police Department 200 Mohawk Tr. Lake Zurich, IL 60047
Barrington Countryside Fire Department	22222 N. Pepper Road Lake Barrington, IL 60010	224.848.4800	Cencom 911 Lotus Dr. Round Lake Beach, IL 60073
Cook County Sheriffs Police	2121 Euclid Rolling Meadows, IL 60008	708.865.4700	CC Dispatch 1401 Maybrook Dr, Maywood, IL 60153
Palatine Rural Fire Department	35 Ela Rd. Inverness, IL 60067	847.991.8700	Northwest Central 1975 E. Davis St. Arlington Heights, IL 60005



VILLAGE OF BARRINGTON
400 N. NORTHWEST HWY
CUTOVER DATE 2-13-92

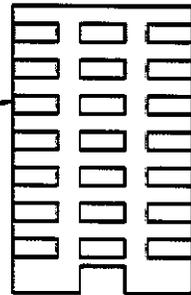
RATE CENTER END OFFICE
A LINKS

CONTROL OFFICE

8-1-1 TRUNKS B LINKS

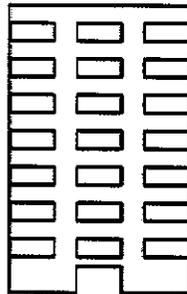
DATABASE
ACCESS

BARRINGTON	
SBC	5
CLEC	
AT&T	4
FOCAL	8
GLOBAL COM	2
LEVEL 3	2
MCI	8
MCLEOD	4
PAETEC	2
XO COM	2



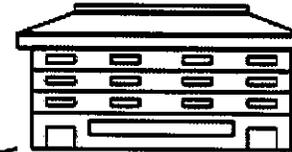
LOMBARD

(3) WIRELINE TRUNKS
7EMNC889743
7EMNC889744
7EMNC889745
TG 813
7UGXR579537
MAKE BUSY

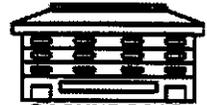


ELK GROVE

(4) WIRELESS TRUNKS
7EMNC382945
7EMNC382947
7EMNC170997
7EMNC170998
TG 1407
5CSNC778267
MAKE BUSY



CENCOM PSAP
911 LOTUS DR
ROUND LAKE BEACH



BACKUP PSAP
FOR
BARRINGTON
LAKE ZURICH

7FDDZ694962-NORTHBROOK
3FDDZ694963-SOUTHFIELD



AT&T ALI DATABASE

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF BARRINGTON AND THE
VILLAGE OF LAKE ZURICH
FOR BACKUP 911 CALLS AND EMERGENCY COMMUNICATIONS**

THIS AGREEMENT is hereby made and entered into this 20th day of October, 2015, by and between the Village of Lake Zurich, Illinois, a municipal corporation (hereinafter referred to as "Lake Zurich"), and the Village of Barrington, Illinois, a municipal corporation, (hereinafter referred to as "Barrington").

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

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

WHEREAS, Lake Zurich provides emergency communications and dispatching services for the Lake Zurich Police Department, the Kildeer Police Department, the Hawthorn Woods Police Department, the Island Lake Police Department, the Lake Zurich Fire Department and the Lake Zurich Fire Protection District; and

WHEREAS, Barrington (CenCom) and Lake Zurich are each Public Safety Answering Points ("PSAPs") for purposes of the E9-1-1 system, which requires that each PSAP have a backup agency to provide emergency communications and dispatch services in the event of a disruption in the PSAP's abilities to provide those services at its own primary facility; and

WHEREAS, in order to ensure continuity of emergency communications and dispatch services in the event that Barrington (through CenCom) is unable to provide dispatch services to support the operations of the Barrington Police Department and Barrington Fire Department due to an emergency such as fire, flood, earthquake, attack, equipment malfunction or any other such cause, Barrington and Lake Zurich have agreed that Lake Zurich shall serve as the backup facility for Barrington until services can be restored; and

WHEREAS, the parties wish to set forth their agreement in writing and the parties have authority to enter into intergovernmental agreements for this purpose under 5 ILCS 220 of the Illinois Compiled Statutes.

NOW, THEREFORE, in consideration of the mutual benefits to be derived under this Agreement and the promises and agreements contained herein, the parties hereto agree as follows:

1. **Recitals:** The above recitals are hereby incorporated into this Agreement and made a part hereof as if fully recited herein.
2. **Purpose:** The purpose of this Agreement is to ensure the continuity of emergency communications and the response to 9-1-1 calls during periods of emergency in which Barrington is temporarily unable to provide for its own communications at its own primary facility. Under this Agreement, Lake Zurich will temporarily provide emergency communications service on Barrington's behalf and will provide space within its communications facilities for Barrington to operate emergency communications until normal service can be restored.
3. **Space and Improvements at Lake Zurich:** Lake Zurich shall provide space at its communications center at 200 Mohawk Trail in the Village of Lake Zurich, Illinois, for a backup communications center for use by Barrington. It is not anticipated that any significant improvements to the space will be required for Barrington's use. In the event that improvements are required, Barrington and Lake Zurich will agree on the scope of the improvements and construction or installation. Any furnishings or equipment required by Barrington will be the sole responsibility of Barrington to procure and install.
4. **Use of Space Not Exclusive:** Lake Zurich retains the right to use the space in its facility provided to Barrington during times when the space is not needed for backup emergency communications. Barrington shall take reasonable care to avoid damaging the Lake Zurich's furnishings and equipment and shall be liable for any damage sustained during that party's use.
5. **Backup Communications Service:** In the event an emergency occurs that results in the inability of Barrington to provide emergency communications and response to 9-1-1 calls at its own facilities, backup communications service shall be provided as follows:
 - a. Barrington will contact Lake Zurich to advise Lake Zurich of the need for services. Lake Zurich shall advise Barrington of Lake Zurich's ability to provide the services and, if Lake Zurich is in a position to do so, all emergency communications services for Barrington shall be switched to Lake Zurich. Upon switchover, Lake Zurich shall, to the extent of its abilities and resources, temporarily provide emergency communications services consisting of the following:
 - i. Receiving 9-1-1 calls and routine calls for fire and medical services for agencies served by Barrington; and
 - ii. Directing a response to said calls by either dispatching the appropriate fire or medical unit or forwarding the call to the appropriate agency for response; and
 - iii. Providing ongoing communications support to personnel in the field.

- b. The services provided under this subsection shall be provided until such time as communications personnel from Barrington (CenCom) arrive at Lake Zurich's facility to assist in handling calls for service.
 - c. Upon restoration of normal emergency communications services at Barrington's primary facility, communications shall be switched back to the primary facility, and the use of the backup facility will cease.
 - d. It is understood that each party to this Agreement has finite resources and that backup communications services may not be able to be provided under all circumstances. It is also understood that Lake Zurich may not be able to provide service at the same level as Barrington during the temporary service period. Neither party hereto makes any guarantees or warranties of any kind to the other regarding the availability or level of service. It is understood by the parties that priority will continue to be given by the Village to its own emergency communication needs, in the event of a conflict between a need by Barrington and the Village. At all times during the term of this Agreement, the Village shall maintain exclusive control, supervision and direction over Village personnel.
 - e. It is the responsibility of Barrington to supply the Village with an accurate, complete list of property addresses located within Barrington and they shall update said list as property addresses change and provide written notice of such changes to the Village. The Village will also make good faith efforts to only dispatch Barrington employees and equipment to call relating to properties located within the Village of Barrington.
6. **Responsibility for Costs:** Except as expressly provided in Section 3 above, each party shall be solely responsible for its own costs in providing the services and fulfilling the terms of this Agreement.
7. **Property:** No real or personal property shall be acquired jointly by the parties hereto. Any improvements to building space made pursuant to Section 3 above shall become the property of the building owner, except that trade fixtures, furnishings and equipment that can be removed without causing damage to the building may be removed by the party at whose cost they were purchased or installed.
8. **Indemnity:** Each party shall indemnify, defend and hold harmless the other party, its officers, officials, employees, agents and volunteers from any and all claims, injuries, damages, losses or suits, including attorney's fees, arising out of the acts, errors or omissions of the indemnifying party, its officers, officials, employees, agents and volunteers in the performance of its obligations under this Agreement, except to the extent the injuries or damages were caused by the indemnified party. The provisions of this paragraph shall survive any expiration or termination of this Agreement.

Barrington hereby agrees to indemnify, defend and hold harmless Lake Zurich and its officers, appointed and elected officials, mayor/president and trustees, agents, attorneys, volunteers and employees from liabilities and related expenses (including reasonable attorney's fees and litigation expenses) of any kind, which may arise out of the failure of Barrington to provide police protection, fire protection and/or ambulance services, Barrington's providing of police protection, fire protection and/or ambulance services, or Barrington's implementation of and performance under this Agreement.

Notwithstanding any other provision of law, in no event shall Lake Zurich, its officers, appointed and elected officials, mayor/president and trustees, employees, agents, attorneys and volunteers be liable for any kind of civil damages or criminal liability that directly or indirectly results from, or is caused by, any act or omission in the development, design, installation, operation, maintenance, performance or provision of any services covered by this Agreement, unless the act or omission constitutes willful and wanton conduct.

Lake Zurich, its officers, appointed and elected officials, mayor/president and trustees, employees, agents, attorneys and volunteers shall not be liable for any kind of civil damages or criminal liability that directly or indirectly results from, or is caused by, the release of subscriber information to any governmental entity as required under any provisions of the law, unless the release constitutes willful and wanton conduct.

Each Party shall notify the other Party in the event any person shall in any way notify either Party of any claim or demand from which the other Party may be subject to liability for acts, omissions or conduct relating to any matter covered by this Agreement. The undertaking in connection with this Section includes liabilities or claims of liability with respect to property damage, personal injury, death, invasions of the right of privacy or any other right of any person, or the failure of Barrington or Lake Zurich to comply with the provisions of any federal, state or local statute, ordinance, rule or regulation in connection with this Agreement.

9. **Insurance**: Each party shall be responsible for maintaining, and hereby agrees to maintain, its own liability and property insurance against losses or liability related to this Agreement, including the following insurance coverage's relative to its municipal/governmental operations, including but not limited to its performance under this Agreement and the provision of fire protection and ambulance services, during the duration of this Agreement, and upon written request shall provide a copy of the insurance certificate to the other:

General Comprehensive Liability
Public Liability
Automobile Liability
Workers' Compensation
Employer's Liability
Excess Liability (as applicable)

If either party's coverage, as provided by its insurer, is terminated for any reason, such party shall promptly notify the other in writing of receipt of any such notice.

10. **No Third Party Beneficiaries:** There are no third party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions and any such rights or enforcement must be consistent with and subject to the terms of this Agreement. This Agreement shall not be construed so as to create any special duty to any entity not a party to this Agreement.
11. **Duration – Termination:** This Agreement shall remain in effect unless terminated by either party pursuant to this Section. Either party may terminate this Agreement upon ninety (90) days written notice to the other party for any reason without penalty. No later than the 90th day following the notice of termination, Barrington shall remove its trade fixtures, furnishings and equipment from the backup space provided by Lake Zurich.
12. **Notices:** Notice of the need for backup services under Section 5 of this Agreement will be in person, by telephone or by such other means as may be reasonably used to apprise Lake Zurich of Barrington's need for services. All other notices under this Agreement, with the exception of equipment testing, shall be given in writing, addressed to the following persons:

To Barrington:	To Lake Zurich:
Chief of Police	Chief of Police
Barrington Department	Lake Zurich Police Department
400 North Northwest Highway	200 Mohawk Trail
Barrington, IL 60010	Lake Zurich, IL 60047

Written notices shall be deemed received three (3) days after the same are deposited in the United States Mail, postage prepared, addressed as provided above.

13. **Administration:** No separate legal or administrative entity is created by this Agreement. The Barrington Chief of Police and the Lake Zurich Chief of Police will jointly administer this Agreement.
14. **Immunities:** It is agreed and understood that the services to be provided pursuant to this Agreement are intended to be the same services generally available to the general public and that no additional legal obligations or

duties are intended or shall be construed to have been created by this Agreement. It is further understood and agreed that this Agreement is not intended nor shall be construed to alter, limit or constitute a waiver of any of the civil immunities afforded to Barrington or Lake Zurich pursuant to the Local Governmental and Governmental Employees Tort Immunity Act at 745 ILCS 10/1-101 *et seq.*, as amended; the Emergency Telephone System Act at 50 ILCS 750/0.01 *et seq.*, as amended; the Emergency Medical Services Systems Act at 210 ILCS 50/1 *et seq.*, as amended; and/or otherwise provided by law, it being agreed that all of the civil immunities as set forth in such Acts, as amended, and/or otherwise provided by law, shall fully apply to any and all claims asserted or which might be asserted against Barrington and/or Lake Zurich and/or their respective officials, officers, employees and/or agents as a result of this Agreement or any of the actions of the parties pursuant to this Agreement. Without limiting the foregoing and notwithstanding anything to the contrary in this Agreement, it is agreed and understood that no third-party beneficiaries are intended to be created by the provisions of this Agreement and it is the intention of the parties hereto that no action may be commenced by any person or entity against Barrington and/or Lake Zurich and/or their respective officials, officers, employees, agents and/or other related persons or entities for monetary damages for any alleged breach or failure to provide services described in this Agreement.

- 15. **Severability:** If any section, sentence, clause or phrase of this Agreement is held to be invalid, unconstitutional or otherwise unenforceable by a court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect the validity, constitutionality or enforceability of any other section, sentence, clause or phrase of this Agreement.

- 16. **Entire Agreement:** This Agreement represents the entire understanding and agreement of the parties concerning its subject matter and supersedes all prior discussions and understandings. This Agreement may be modified only by written instrument signed by both parties.

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below:

Village of Barrington

By: Karen Y. Darch
Adrian Lopez
Village Clerk

Village of Lake Zurich

By: Jim Payton
ATTEST
[Signature]
Village Clerk Deputy