

ILLINOIS STATE POLICE
Office of the Statewide 9-1-1 Administrator



State of Illinois

Application for
9-1-1 Consolidation Plan

VERIFICATION

I, John Ferraro, first being duly sworn upon oath, depose and say that I am Executive Director, of Northwest Central 9-1-1 System; that I have read the foregoing plan by me subscribed and know the contents thereof; that said contents are true in substance and in fact, except as to those matters stated upon information and belief, and as to those, I believe same to be true.

John Ferraro
John Ferraro, Executive Director

Subscribed and sworn to before me

this 22 day of January, 2024.

Christine A. Zatz
NOTARY PUBLIC, ILLINOIS



**9-1-1 SYSTEM PROVIDER
LETTER OF INTENT**

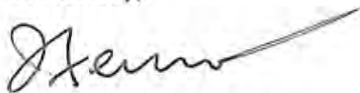
April 1, 2024

Joshua Folta
AT&T
10 S Canal Street
Chicago, IL. 60606

Dear Mr. Folta:

This letter is to confirm our intent to consolidate the Village of Wheeling (Wheeling Police, Fire, and EMS) to Northwest Central Dispatch System and Northwest Central 9-1-1 System. Enclosed is your copy of our consolidation plan to be filed with the Department of the Illinois State Police for approval. Thank you for your assistance in this matter.

Sincerely,



John Ferraro, ENP
Executive Director

PLAN NARRATIVE

Please answer the questions below, and provide a detailed narrative to assist the Statewide 9-1-1 Advisory Board and the Statewide 9-1-1 Administrator with an understanding of the plan as it applies to this application. Please use additional sheets if necessary.

1. Do all of your PSAPs meet all of the requirements defined in 1325.415 and 1325.515	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Type of Radio/Telecommunications systems compatible with participating and adjacent agencies.	<input checked="" type="checkbox"/> STARCOMM21 <input type="checkbox"/> STARCOMM21 ITTF channels only <input type="checkbox"/> Other, explain below
3. Will all PSAPs remaining after consolidation direct dispatch all emergency calls pursuant to section 1324.200b)3)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4. Have you included maps to show the territory covered by the system?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Plans submitted without this documentation will be rejected.
5. Have you included a listing of all telephone companies?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Plans submitted without this documentation will be rejected.
6. Have you included a copy of the intergovernmental agreement, ordinance, resolution and/or contracts?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Plans submitted without this documentation will be rejected.
7. Have you included a list of participating and adjacent agencies?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Plans submitted without this documentation will be rejected.
8. Have you included financial information?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Plans submitted without this documentation will be rejected.
9. Public education.	<input type="checkbox"/> This is an unserved county that will require public education. (See attachment.) <input checked="" type="checkbox"/> This is an existing 9-1-1 system(s) and does not require public education.
10. Training.	<input type="checkbox"/> This is an unserved county that will require training. (See attachment.) <input checked="" type="checkbox"/> This is an existing 9-1-1 system(s) and does not require internal training/similar/ongoing training for any GIS annexation or change of policy from agencies served.
11. Use of TTY's and Training	<input type="checkbox"/> This is a unserved county that will require training. (See attachment.) <input checked="" type="checkbox"/> This is an existing 9-1-1 system(s) and does not require internal training/similar/ongoing training for any GIS annexation or change of policy from agencies served.

12. Have you included call handling and aid outside jurisdictional boundary agreements?

Yes
 No

Plans submitted without this documentation will be rejected.

13. Have you included a new system diagram?

Yes
 No

Plans submitted without this documentation will be rejected.

13a. Does the new system diagram include all PSAP(s) and backup PSAP location(s)?

Yes
 No

Plans submitted without this documentation will be rejected.

14. Have or will all areas within the 9-1-1 system be addressed for the database?
If no, please explain.

Yes
 No

14a. Explain all aspects of the database, i.e., how often is it updated, where is it located, etc.

The database is updated nearly daily. It is located in two locations: our main facility in Arlington Heights, as well as our backup center at Schaumburg. Additionally, files are backed up via Amazon Cloud.

15. Who is the 9-1-1 system provider for your 911 system? Please explain whether the system will be legacy based, next generation based or a combination.

NWCDS is on the ESInet provided by AT&T.

(Please include additional pages if needed.)

NARRATIVE STATEMENT:

(Provide a detailed summary of system operations for a modified 9-1-1 plan. Also, if incorporating an NG9-1-1 solution, please include the additional items listed below pursuant to 1325.205 b)12).

- 1) Indicate the name of the certified 9-1-1 system provider being utilized.
- 2) Explain the national standards, protocols and/or operating measures that will be followed.
- 3) Explain what measures have been taken to create a robust, reliable and diverse/redundant network and whether other 9-1-1 Authorities will be sharing the equipment.
- 4) Explain how the existing 9-1-1 traditional legacy wireline, wireless and VoIP network, along with the databases, will interface and/or be transitioned into the NG9-1-1 system.
- 5) Explain how split exchanges will be handled.
- 6) Explain how the databases will be maintained and how address errors will be corrected and updated on a continuing basis.
- 7) Explain who will be responsible for updating and maintaining the data, at a minimum on a daily basis Monday through Friday.
- 8) Explain what security measures will be placed on the IP 9-1-1 network and equipment to safeguard it from malicious attacks or threats to the system operation and what level of confidentiality will be placed on the system in order to keep unauthorized individuals from accessing it.

Plan Narrative:

1. The certified 9-1-1 system provider is AT&T.
2. Northwest Central Dispatch System follows the National Emergency Number Association's Call-Answering standard, which is measured monthly. NWCDS is an Accredited Center of Excellence (ACE) with the International Academy of Emergency Dispatch (IAED) for Emergency Medical Dispatch (EMD) and Emergency Fire Dispatch (EFD). All of NWCDS' training for both new hires and continuing education has been validated by the APCO Project 33 requirements, and NWCDS is partnered with the National Center for Missing and Exploited Children (NCMEC). That partnership involves meeting all requirements for call-receiving when dealing with calls for missing children. Adding the Village of Wheeling will not change adherence to national standards, protocols, or procedures already in place.
3. The 9-1-1 system has full redundancy for our existing twelve (12) communities, including a backup center at the Schaumburg Police Department. The ESnet is diversified and 9-1-1 calls can either be handled at NWCDS' main location in Arlington Heights, at the Schaumburg Police Department, or both at the same time. Every year, the backup center is activated quarterly, for weeks at a time, to ensure all equipment and software are functioning properly. The Motorola Premier 1 CAD system has fully redundant servers at NWCDS and the backup location located at the Schaumburg Police Department with nearly simultaneous disaster recovery. No other 9-1-1 authorities share our equipment.
4. In January of 2021, NWCDS transitioned to the Solacom phone system. The system is NG9-1-1 ready and, we have successfully transitioned to the State's new NG9-1-1 (ESnet) with AT&T. The staff at NWCDS have been following guidelines for GIS and ESnet implementation and implications. The backup at the Schaumburg Police Department will remain with dual connections to NWCDS (microwave and Comcast EVPL).
5. Split exchanges will be routed by the 9-1-1 provider, AT&T. One-button transfers will be programmed on the phone system for efficiency, in the event a call is routed incorrectly.
6. There are no changes to how the databases are maintained, which is an ongoing and daily process. Changes are submitted by users directly through the phone system, as they occur, such as MSAG changes. NWCDS utilizes Amazon cloud services for backup.

Plan Narrative:

7. NWCDS has three (3) employees that are responsible for overseeing, maintaining, and updating the data. They work Monday - Friday and do not take the same extended time off.

8. NWCDS maintains its own facility with a non-advertised location. The facility has a large security fence around the entire property and access can only be gained by key-card or by allowed (bell notification) entry. NWCDS takes many steps to protect its networks including isolating the 9-1-1 network from other networks and outside access, Barracuda internet filtering, anti-virus programs, and email blocking. NWCDS has a contract with Prescient Solutions for our IT staff and resources. NWCDS recently implemented stricter password requirements and more frequent changes to those passwords, as well as two-factor authentication. NWCDS has strict written directives dealing with confidentiality in place and a robust quality assurance process to ensure policies are being followed.

Summary:

The Village of Wheeling is currently a member of the Joint Emergency Telephone System (JETS) with the City of Des Plaines. Wheeling 9-1-1 receives 9-1-1 calls and dispatches the Village of Wheeling's municipal police department. The Wheeling Fire Department is dispatched by the secondary PSAP, RED Center.

By Village of Wheeling and Northwest Central Dispatch System (NWCDS) Board action, NWCDS will begin receiving 9-1-1 calls and dispatching the Wheeling Police and Fire Departments on or about January 9, 2025. The Village of Wheeling has signed the intergovernmental agreement with Northwest Central Dispatch System and the Northwest Central 9-1-1 System. As such the Village of Wheeling will be added to the Northwest Central 9-1-1 System (Emergency Telephone System Board) and will no longer be a part of the Wheeling/Des Plaines Joint Emergency Telephone System (JETS). Copies of the intergovernmental agreement are attached to the submission.

NWCDS was formed in 1972. It is a model of shared government services. NWCDS dispatches for twelve (12) police departments and twelve (12) fire departments. The Village of Wheeling will become our 13th police and 13th fire departments. Additionally, NWCDS is the MABAS dispatch center for Division 1, the ILEAS callout center, the NIPAS callout center, and the IL-TERT callout center.

FINANCIAL INFORMATION

Name of ETSB(s) that are being dissolved	Total Reserves to be transferred to the Joint ETSB
Wheeling Joint Emergency Telephone System Board	\$ 0.00
	\$

Dispatch Staff and Positions

- 8 Number of answering positions prior to the consolidation (total for all entities)
- 20 Number of answering positions in the consolidated system
- 5 Number of full time dispatchers/call takers prior to the consolidation (total for all entities)
- 69 Number of full time dispatchers/call takers in the consolidated system
- 0 Number of part time dispatchers/call takers prior to the consolidation (total for all entities)
- 2 Number of part time dispatchers/call takers in the consolidated system

Total amount (and percentage) of salaries paid for by 9-1-1 authority prior to consolidation:

\$ 342,540.98 100 %

Total amount (and percentage) of salaries to be paid for by 9-1-1 authority after consolidation:

\$ 171,270.49 50 %

9-1-1 Network Cost (per year)

a) Total network cost for each entity prior to the consolidation	\$ 81,660.00
b) Total network cost of consolidated system	\$ 402,000.00
c) Net change in network costs:	\$ -320,340.00

If no cost savings in network please explain:

FINANCIAL INFORMATION

Identify Network Costs that the ETSB believes the State will pay for the Consolidated System:

Network Cost	Estimated Amount (per year)
Northwest Central 9-1-1 System	\$ 402,000.00
Village of Wheeling	\$ 81,660.00
_____	\$ _____
_____	\$ _____
_____	\$ _____

Other Consolidation Cost

PSAP, CPE, CAD Equipment, logging recorders	\$ 70,736.00
MSAG and Mapping Development or changes	\$ 6,000.00
Radio Consoles	\$ 30,375.00
Construction or Remodel of PSAP	\$ 0.00
Personnel	\$ 504,945.00
Other (Please place total amount in the blank at the right and explain below).	\$ 20,746.80
USS Fire Alerting Mobile Radios and Radio IP licenses for mobile data terminals	

Recurring and Nonrecurring Cost (per year)

Estimated nonrecurring cost for consolidation	\$ 121,858.26
a) Recurring costs prior to consolidations (all entities)	\$ 504,950.00
b) Proposed recurring cost for consolidated system	\$ 109,900.00
c) Net change in recurring costs: a – b = c	\$ 395,050.00
Revenue (per year)	
Projected surcharge revenue	\$ 9,840,000.00
Projected revenue from local governments	\$ 6,990,990.00
Projected revenue from other sources (grants)	\$ 325,000.00
Revenue in reserves	\$ 7,105,409.00
Total Revenue	\$ 24,261,399.00

John Ferraro

From: Barbera-Brelle, Cindy <Cindy.Barbera-Brelle@illinois.gov>
Sent: Thursday, February 1, 2024 10:06 AM
To: John Ferraro
Subject: Re: 9-1-1 Modification for Wheeling

John -

NWCDS annual network costs are: \$402,000
Wheeling's annual network costs are: \$81,660

These are the local AT&T costs.

The ESInet costs are the State's cost.

Ultimately the AT&T costs will be reduced when the OSP migration is completed.

Cindy Barbera-Brelle


Statewide 9-1-1 Administrator

Illinois State Police


Division of Statewide 9-1-1

801 S. 7th Street - 300A

Springfield, IL 62703

: 217.782.3200

: 312.771.7457

: cindy.barbera-brelle@illinois.gov

From: John Ferraro <jferraro@NWCDS.ORG>
Sent: Tuesday, January 30, 2024 2:27 PM
To: Barbera-Brelle, Cindy <Cindy.Barbera-Brelle@illinois.gov>
Subject: [External] RE: 9-1-1 Modification for Wheeling

Okay, thank you. I notice there are similar questions, so I can just do a cut/paste job from what I was working on. I'm glad we emailed. Thank you

John Ferraro, ENP
Executive Director
Northwest Central Dispatch System
1975 E. Davis St.
Arlington Heights, IL 60005
847-590-3407 (office)
708-446-1037 (cell)
jferraro@nwcds.org

FIVE YEAR STRATEGIC PLAN FOR CONSOLIDATION PLAN

(Provide a detailed summary of the proposed system's operation, including but not limited to, a five-year strategic plan for implementation of the consolidation plan with financial projections)

Narrative:

Northwest Central Dispatch System (NWCDS) and the Northwest Central 9-1-1 System are eager to add the Village of Wheeling, including the Wheeling Police and Fire Departments to our existing twelve (12) member communities. Wheeling closely borders Arlington Heights, Buffalo Grove, and Mount Prospect, and there are operational efficiencies that can be gained by adding Wheeling, leading to increased service to the citizens. Additionally, the revenue received by Wheeling from member assessments and 9-1-1 surcharges will help reduce costs to our existing members and solidify NWCDS as a premier 9-1-1 system and PSAP.

The five (5) year plan of NWCDS include continued improvements to our building. In the last four (4) years, NWCDS has replaced all the windows, the roof, interior paint, new carpeting for the entire building, and the parking lot of the facility. Additionally, enhancements were made to the parking lot gates and card access control system. Future projects for the five (5) year plan include, but are not limited to remodeling bathrooms, replacing concrete around the building, and changing to LED lighting for the entire building. Last, funds are being reserved on an annual basis for unforeseen, long-term projects.

The five (5) year plan for the Northwest Central 9-1-1 System includes, but is not limited to software, hardware, and other equipment replacement for the PSAP. The Motorola PremierOne CAD/Records/Mobile Data system was implemented in March of 2021. The Solacom 9-1-1 CPE (phone system) was implemented in January of 2021. Three (3) UPS (uninterrupted power supply) are used for the PSAP; two (2) have been replaced in the last four (4) years, with the 3rd being replaced by the end of 2024. Other Northwest Central 9-1-1 future projects include radios and radio equipment, computer hardware replacement, and updating servers and switches. Last, funds are being reserved on an annual basis for unforeseen, long-term projects.

Most importantly, we realize the importance of planning for Next Generation 9-1-1. We have allocated funds in CY2024 for consulting to assist our staff with the Statewide ESnet project. We keep well informed of changes and requirements by the State of Illinois.

The estimated capital reserve fund balance for NWCDS at the end of CY2028 is \$1,936,061. Adding Wheeling's surcharge will add approximately \$550,000 annually to the revenue for NWC911.

The estimated capital reserve fund balance for Northwest Central 9-1-1 at the end of CY2028 is \$3,776,509. Adding Wheeling will add approximately \$319,514 annually to the revenue for NWCDS.

SW

Sharon Caddigan
Village of Streamwood
301 E. Irving Park Road
Streamwood, 60107-3096
scaddigan@streamwood.org

Sharon's Direct # 630-736-3832
Karen Gray 630-736-3804
kgray@streamwood.org

630-837-0242

Plan Narrative 7

PARTICIPATING AGENCIES

Provide a list of public safety agencies (Police, Fire, EMS etc.) that are to be dispatched by the 9-1-1 System. Each Agencies 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 Sheriff's jurisdiction and Illinois State Police Districts. Each agency that appears on this list should also have signed a call handling agreement.

9-1-1 Participant Agencies	Street Address, City, Zip Code	Administrative Telephone No.	Direct Dispatch	Transfer	Call Relay
Arlington Heights Police	see attached		x		
Arlington Heights Fire	see attached		x		
Barrington Police	see attached		x		
Barrington Fire	see attached		x		
Buffalo Grove Police	see attached		x		
Buffalo Grove Fire	see attached		x		
Elk Grove Village Police	see attached		x		
Elk Grove Village Fire	see attached		x		
Hoffman Estates Police	see attached		x		
Hoffman Estates Fire			x		
Inverness Police	see attached		x		
Mount Prospect Police	see attached		x		
Mount Prospect Fire	see attached		x		
Palatine Police	see attached		x		
Palatine Fire	see attached		x		
Prospect Heights Police	see attached		x		
Rolling Meadows Police	see attached		x		
Rolling Meadows Fire	see attached		x		
Schaumburg Police	see attached		x		
Schaumburg Fire	see attached		x		
Streamwood Police	see attached		x		
Streamwood Fire	see attached		x		
Inverness FPD	see attached		x		
Barrington Countryside FPD	see attached		x		

Plan Narrative 7

NWCDS EXECUTIVE COMMITTEE

<u>Municipality</u>	<u>Chief's Name/Address</u>	<u>Admin</u>	<u>Telephone</u>	<u>Fax</u>
AHPD	Police Chief Nick Pecora Arlington Heights Police Department 200 E. Sigwall Street Arlington Heights, 60005 npecora@vah.com	Chief's Direct # Chief's Cell#	847-368-5311/04 847-368-5328 847-514-3602	847-368-5970
AHFD	Fire Chief Lance Harris Arlington Heights Fire Department 1150 N. Arlington Heights Road Arlington Heights, 60004 lharris@vah.com	Laura Hendricks Chief's Direct # Chief's Cell #	847-368-5450 847-368-5455	847-368-5995
BAPD	Police Chief Dave Dorn Barrington Police Department 400 North Northwest Highway Barrington, IL 60010 ddorn@barrington-il.gov	Chief's Direct # Chief's Cell#	847-304-3301 224-639-0368	
BAFD	Fire Chief John Christian Barrington Fire Department 400 North Northwest Highway Barrington, IL 60010 jchristian@barrington-il.gov	Chief's Direct # Chief's Cell#	847-304-3601 847-561-5779	
BCFD	Fire Chief Scott Motisi Barrington Countryside Fire Protection Dist. 22222 N. Pepper Road Lake Barrington, IL 60010 smotisi@bcfpd.us	Main Line Chief's Direct # Chief's Cell #	224-848-4800 224-848-4801	224-848-4848
BGPD	Police Chief Brian Budds Buffalo Grove Police Department 46 Raupp Boulevard Buffalo Grove, 60089 bbudds@vbq.org	Wilma Evaristo Main # Chief's Direct # Chief's Cell #	847-459-2575 847-459-2560 847-459-2574	847-459-5252
BGFD	Fire Chief Mike Baker Buffalo Grove Fire Department 1051 Highland Grove Drive Buffalo Grove, 60089 wbaker@vbq.org	Chief's Cell#	847-537-0995	847-537-7370
EGPD	Police Director Richard J. Mickel Elk Grove Village Police Department 901 Wellington Avenue Elk Grove Village, 60007 dburke@elkgrove.org	Debbie Liberatore Chief's Direct # Chief's Cell #	847-357-4110 847-357-4111	847-357-4115 847-357-4144
EGFD	Interim Fire Chief Nathan Gac Elk Grove Village Fire Department 901 Wellington Avenue Elk Grove Village, 60007 rmikel@elkgrove.org	Debbie Weber Chief's Direct # Chief's Cell #	847-734-8001 847-734-8002 847-337-8002	847-734-8024 Station 7 Fax: 847-734-8070
HEPD	Police Chief Kasia Cawley Hoffman Estates Police Department 411 W. Higgins Road Hoffman Estates, 60169 Kasia.cawley@hoffmanestates.org	Christine Kasper Chief's Direct # Chief's Cell #	847-781-2868 847-781-2803 224-651-6596	847-882-8423
HEFD	Fire Chief Alan Wax Hoffman Estates Fire Department 1900 Hassell Road Hoffman Estates, 60169 alan.wax@hoffmanestates.org	Jill Wegehaupt Chief's Direct # Chief's Cell #	847-843-4832 847-843-4828 847-343-3977	847-781-4849
INPD	Police Chief Kyle Ingebrigtsen Inverness Police Department	Sheri Piasecki	847-358-7766	847-358-8774

1415 Baldwin Road
Inverness, IL 60067
kyle@inverness-il.gov

Chief's Cell#

MPPD **Police Chief Mike Eterno**
Mount Prospect Police Department
112 E. Northwest Highway
Mount Prospect, 60056
meterno@mountprospect.org

Diane Rhode 847-818-5235 847-392-1070
Chief's Direct #

MPFD **Fire Chief John Dolan**
Mount Prospect Fire Department
111 E. Rand Road
Mount Prospect, 60056
jdolan@mountprospect.org

Michele Kowalczyk 847-818-5256 847-818-5240
Chief's Direct # 847-870-5663
Chief's Cell # 847-508-6782

Municipality	Chief's Name/Address	Admin	Telephone	Fax
PAPD	Police Chief Dave Daigle Palatine Police Department 595 N. Hicks Road Palatine, 60067 ddaigle@palatine.il.us	Kasia Cordell Chief's Direct # Chief's Cell #	847-359-9010 847-359-9002 847-345-4518	847-359-9021
PAFD	Fire Chief Patrick Gratianna Palatine Fire Department 39 E. Colfax Palatine, 60067 pgratianna@palatine.il.us	Sarah McKillop Chief's Direct # Chief's Cell #	847-202-6340 847-202-6341 847-894-0042	847-202-6320
PRFD	Fire Chief Rich Kurka Palatine Rural Fire Department 35 N. Ela Road Palatine, 60067 rkurka@prfpd.org	Dawn Andriik Chief's Cell#	847-991-8700 847-308-1900	847-991-8789
PHPD	Police Chief Bill Caponigro Prospect Heights Police Department 14 E. Camp McDonald Road Prospect Heights, 60070 wcaponigro@prospect-heights.org	No Sec'y Chief's Extension Chief's Cell #	847-398-5511 x101	847-398-6080
RMFD	Fire Chief Pete Sutter Rolling Meadows Fire Department 3201 Algonquin Road Rolling Meadows, 60008 sutter@cityrm.org	Lisa Norton (Logistics Coordinator) Chief's cell OR	847-397-3352 630-209-4349 847-544-1933	
KMPD	Police Chief John Nowacki Rolling Meadows Police Department 3600 Kirchoff Road Rolling Meadows, 60008 nowackij@cityrm.org	Linda Schendell	847-255-2416 x3001 847-870-9064	847-506-0298
SCPD	Police Chief Bill Wolf Schaumburg Police Department 1000 W. Schaumburg Road Schaumburg, 60194 qwolf@villageofschaumburg.com	Jennifer Hellmer Chief's Direct# Chief's Cell#	847-348-7326 847-652-1813	847-882-3846
SCFD	Fire Chief Jim Walters Schaumburg Fire Department 1601 N. Roselle Road Schaumburg, 60195 jwalters@schaumburg.com	Mary Newton Chief's Cell #	847-923-6743 847-489-9106	847-885-6360
SWPD	Acting Police Chief Shawn Taylor Streamwood Police Department 401 E. Irving Park Road Streamwood, 60107 staylor@streamwood.org	Carol Dykstra Chief's Direct #	630-736-3711 630-736-3715	630-837-9397
SWFD	Fire Chief Mike Meyer Streamwood Fire Department 1204 S. Park Ave. Streamwood, 60107 mmeyer@streamwood.org	Barbara Humphrey Chief's Direct #	630-736-3652 630-736-3655	630-830-3994

Plan Narrative 7

ADJACENT AGENCIES LIST

Provide a list of public safety agencies and existing 9-1-1 Systems that are adjacent to the proposed system's boundaries. Each agency that appears on this list should also have signed a call handling agreement and/or aid outside jurisdictional boundaries.

AGENCY	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER
McHenry County ETSB	2200 N. Seminary Av. Woodstock, IL. 60098	(815) 337-7911
QuadCom ETSB	505 Elm Ridge Rd. Carpentersville, IL 60010	(847) 428-7015
Cook County ETSB	69 W. Washington St. Chicago, IL. 60602	(847) 294-4744
Lake County Sheriff's Police	25 S. Martin Luther King Av. Waukegan, IL. 60085	(847) 549-5200
Proviso-Leyden Joint 9-1-1 Authority	395 W. Lake St. Elmhurst, IL. 60126	(630) 530-2991
Glenview (GPSDC)	2500 E. Lake St. Glenview, IL. 60026	(847) 901-6111
Chicago OEMC	1411 W. Madison St. Chicago, IL. 60607	(312) 743-1322
DuPage ETSB	421 N. County Farm Rd. Wheaton, IL. 60187	(630) 550-7743

ADJACENT AGENCIES LIST

Provide a list of public safety agencies and existing 9-1-1 Systems that are adjacent to the proposed system's boundaries. Each agency that appears on this list should also have signed a call handling agreement and/or aid outside jurisdictional boundaries.

AGENCY	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER
Illinois State Police	9511 W. Harrison St.	(847) 294-4400
	Des Plaines, IL. 60016-1562	
Elgin Police Department	181 Douglas Av.	(847) 289-2700
	Elgin, IL. 60120-5503	
Cook County Sheriff's Police	9511 W. Harrison Av.	(847) 818-2810
	Des Plaine, IL. 60016-1562	
Cook County Forest Preserve Police	536 N. Harlem Av.	(708) 771-1001
	River Forest, IL. 60305	
R.E.D. Center	1842 Shermer Rd.	(847) 724-5700
	Northbrook, IL. 60062	

TEST PLAN DESCRIPTION

1) Description of test plan (back-up, overflow, failure, database).

NWCDS has a fully redundant backup center (CAD, 9-1-1 CPE, dispatch positions) at the Schaumburg Police Department. Staff is scheduled at the backup center regularly. For example, in 2024, staff will occupy the backup center quarterly. AT&T conducts testing of the 9-1-1 trunks.

Testing for the Village of Wheeling will include coordinating with AT&T prior to go-live and after go-live to ensure calls are properly routed to NWCDS. It will also include coordinating with wireless carriers for test calls to ensure proper routing to NWCDS on the day of go-live.

Full radio coverage tests for dispatch are also ongoing.

2) List wireline exchanges to be tested.

NWCDS has discussed how wireline changes will be made between NWCDS and Wheeling, both of which are on the ESnet. This will involve changing the ESN to NWCDS.

3) List of wireless and VoIP Carriers to be tested.

Verizon, AT&T, Sprint, T-Mobile are the wireless carriers to be tested. Cricket and MetroPCS are two of the VOIP providers to be tested. Regular annual testing is completed. RapidSOS is also used for enhanced caller location and tested. Again, coordination will occur with wireless carriers to ensure appropriate routing to NWCDS.

Plan Narrative #6

Resolution No. 24-001

A Resolution of the Northwest Central 9-1-1 System

- Emergency Telephone System Board Approving
The Membership

Of the Village of Wheeling in the
Northwest Central 9-1-1 System –
Emergency Telephone System Board

RESOLUTION NO. 24-001

**A RESOLUTION OF THE NORTHWEST CENTRAL
9-1-1 SYSTEM - EMERGENCY TELEPHONE SYSTEM BOARD APPROVING
THE MEMBERSHIP
OF THE VILLAGE OF WHEELING IN THE
NORTHWEST CENTRAL 9-1-1 SYSTEM - EMERGENCY
TELEPHONE SYSTEM BOARD**

WHEREAS, the Northwest Central 9-1-1 System - Emergency Telephone System Board (ETSB) is in existence and operates under the authority of the Illinois Emergency Telephone System Act, 50 ILCS 750/1 *et seq.*; and

WHEREAS, the Northwest Central 9-1-1 System - ETSB operates a consolidated 9-1-1 system for members in Cook, DuPage, Kane and Lake Counties Illinois and has operated this system since 1972: and

WHEREAS, the Village of Wheeling established an Emergency Telephone System Board (ETSB) within the Village of Wheeling but has, since that ETSB was established, determined to dissolve its ETSB; and

WHEREAS, the Village of Wheeling desires to affiliate itself with the Northwest Central 9-1-1 System - ETSB and become part of a joint ETSB as authorized in the Illinois Emergency Telephone System Act, 50 ILCS 750/15.4; and

WHEREAS, consolidated 9-1-1 systems have been demonstrated to be of great value to the member units of local government; and

WHEREAS, membership of the Village of Wheeling in the Northwest Central 9-1-1 System - ETSB will directly benefit the member agencies of the Northwest Central 9-1-1 System - ETSB and the residents served by both the Northwest Central 9-1-1 System - ETSB and the Village of Wheeling; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize the joint exercise by two or more units of government any power common to them; and

WHEREAS, it is the desire of the Northwest Central 9-1-1 System - ETSB to provide and maintain a consolidated 9-1-1 system and joint dispatching system and that the Village of Wheeling be admitted to membership in the Northwest Central 9-1-1 System - ETSB.

NOW THEREFORE, in consideration of the mutual advantages to be derived from the membership of the Village of Wheeling in the Northwest Central 9-1-1 System - ETSB and in consideration of the covenants expressed herein, the Northwest Central 9-1-1 System - ETSB resolves as follows:

1. The foregoing recitals are a material part of this Resolution and incorporated herein as if they were fully set forth in this section.

2. The Village of Wheeling is hereby approved for membership in the Northwest Central 9-1-1 System - ETSB.

3. The Village of Wheeling shall by its membership in the Northwest Central 9-1-1 System - ETSB be subject to all of the provision of the Northwest Central Dispatch System Venture Agreement and the By Laws of the Northwest Central Dispatch System.

4. The Village of Wheeling shall take all action necessary to ensure that the 9-1-1 surcharge funds collected in Zip Code 60090 after the effective

STATE OF ILLINOIS)
COUNTY OF COOK) SS:

I, John Ferrara, certify that I am the duly appointed Secretary of the Northwest Central 9-1-1 System - Emergency Telephone System Board, Cook, DuPage, Kane and Lake Counties, Illinois.

I further certify that on March 21, 2024, the Emergency Telephone System Board passed and approved Resolution 24-001 entitled:

**A RESOLUTION OF THE NORTHWEST CENTRAL
9-1-1 SYSTEM - EMERGENCY TELEPHONE SYSTEM BOARD APPROVING
THE MEMBERSHIP
OF THE VILLAGE OF WHEELING IN THE
NORTHWEST CENTRAL 9-1-1 SYSTEM - EMERGENCY
TELEPHONE SYSTEM BOARD**

I further certify that this Resolution was adopted at a properly called meeting of the Northwest 9-1-1 System Emergency Telephone System Board held in compliance with the terms of the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.*



Secretary
Northwest Central 9-1-1 System - ETSB

date of this Resolution be directed to the Northwest Central 9-1-1 System - ETSB.

5. The Village of Wheeling shall take all action necessary and as required by the State of Illinois 9-1-1 System Administrator to facilitate and accomplish its membership in the Northwest Central 9-1-1 System - ETSB.

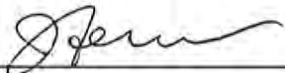
6. This Resolution shall be in full force and effect from the date of its passage.

APPROVED this 21st day of March 2024.



Chairperson
Northwest Central 9-1-1 System

ATTEST:



Secretary
Northwest Central 9-1-1 System

Plan Narrative #6

Ordinance Authorizing Entry Into The Northwest Central 9-1-1 System

ORDINANCE NO. 5632

ORDINANCE AUTHORIZING ENTRY INTO THE
NORTHWEST CENTRAL 9-1-1 SYSTEM

WHEREAS, the State of Illinois has enacted into law the Emergency Telephone System Act (50 ILCS 750/1 et seq.), hereafter called the "Act"; and

WHEREAS, the Act allows two or more communities to form a Joint Emergency Telephone System Board; and

WHEREAS, the Village of Wheeling has previously enacted Ordinance No. 5083 pursuant to the Act which authorized the creation of the Wheeling / Des Plaines Joint Emergency Telephone System Board in the Village; and

WHEREAS, the Village of Wheeling and the City of Des Plaines are in the process of dissolving the Wheeling / Des Plaines Joint Emergency Telephone System Board; and

WHEREAS, pursuant to the Act, the municipalities of Arlington Heights, Buffalo Grove, Elk Grove Village, and Mount Prospect have formed a Joint Emergency Telephone System known as the Northwest Central 9-1-1 System (hereafter called the 9-1-1 System); and

WHEREAS, the Cities of Prospect Heights and Rolling Meadows and the Villages of Hoffman Estates, Inverness, Palatine, Schaumburg, Streamwood, and Barrington have subsequently joined the 9-1-1 System; and

WHEREAS, the Village Board of the Village of Wheeling deems it to be in the best interest of the Village to join the 9-1-1 System upon the dissolution of the Wheeling / Des Plaines Joint Emergency Telephone System Board;

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COOK AND LAKE COUNTIES, ILLINOIS, in the exercise of its home rule powers, as follows:

SECTION 1

The Village of Wheeling hereby approves and enters into the Intergovernmental Cooperation Agreement with the Villages of Arlington Heights, Buffalo Grove, Elk Grove Village, Hoffman Estates, Inverness, Mount Prospect, Palatine, Schaumburg, and Streamwood, the Cities of Prospect Heights, Rolling Meadows, and Barrington, and any other municipalities as shall from time to time elect to participate in the Joint Emergency Telephone System Agency, designated as the Northwest Central 9-1-1 System, pursuant to Section 15.4 of the Act. A true and correct copy of said Agreement, marked Exhibit A, is attached hereto, and made a part of this ordinance.

SECTION 2

The 9-1-1 System By-Laws are hereby approved and adopted, a true and correct copy of which are attached and made a part of this ordinance, marked Exhibit B.

SECTION 3

When Wheeling began its membership in the 9-1-1 system, all wireless surcharge revenue collected by the State of Illinois on behalf of the Village of Wheeling shall be remitted by the Illinois Commerce Commission to the 9-1-1 System.

SECTION 4

The Village Manager of the Village of Wheeling is hereby designated to be the Village representative on the 9-1-1 System Board.

SECTION 6

The Village Clerk is directed to immediately publish this Ordinance in pamphlet form.

Trustee KRUEGER moved, second by Trustee VIGOR
that Ordinance No. 5632 be passed.

President Horcher	<u>Aye</u>		
Trustee Krueger	<u>Aye</u>	Trustee Ruffatto	<u>Absent</u>
Trustee Lang	<u>Absent</u>	Trustee Vito	<u>Aye</u>
Trustee Papantos	<u>Aye</u>	Trustee Vogel	<u>Aye</u>

APPROVED this 18th day of December 2023, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Patrick Horcher
Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady
Kathryn M. Brady, Village Clerk

APPROVED AS TO FORM:

Jama V. Foster
Village Attorney

PUBLISHED in pamphlet form this 19th day of December 2023, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

VILLAGE OF WHEELING

ORDINANCE NO. 5632

ORDINANCE AUTHORIZING ENTRY INTO THE NORTHWEST CENTRAL 9-1-1 SYSTEM

APPROVED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF
WHEELING THIS 18th DAY OF DECEMBER 2023

Published in pamphlet form by authority of the Corporate Authorities of
the Village of Wheeling, Cook and Lake Counties, Illinois,
this 19th day of December 2023.

VILLAGE OF WHEELING

ORDINANCE NO. 5632

**ORDINANCE AUTHORIZING ENTRY INTO THE NORTHWEST
CENTRAL 9-1-1 SYSTEM**

**ADOPTED BY THE CORPORATE AUTHORITIES OF
THE VILLAGE OF WHEELING**

Published in pamphlet form by authority of the Corporate Authorities of the Village of Wheeling, Cook, Lake County, Illinois this 19th day of December 2023.

[Note: When an ordinance is published in pamphlet form, the following certificate should be filled out by the Municipal Clerk.]

STATE OF ILLINOIS)
) **SS:**
COUNTY OF COOK)

CERTIFICATE

I, Kathryn M. Brady, certify that I am the duly elected and acting Municipal Clerk of the Village of Wheeling, Cook & Lake Counties, Illinois.

I further certify that on December 18, 2023, the Corporate Authorities of such municipality passed and approved Ordinance No. 5632 entitled "**Ordinance Authorizing Entry into the Northwest Central 9-1-1 System**" which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 5632, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on December 19, 2023, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Municipal Clerk.

DATED at Wheeling, Illinois, this 18th day of December 2023.

(SEAL)


Kathryn M. Brady - Municipal Clerk

IN WITNESS WHEREOF, the undersigned municipalities have set their signatures on the dates set forth below. This document may be signed in duplicate originals.

VILLAGE OF ARLINGTON HEIGHTS

By: Randall V. Vecklans

ATTEST:

[Signature]
Date: 03/21/2024

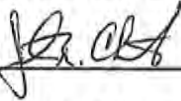
VILLAGE OF BUFFALO GROVE

By: L. J. K. For Davis Bragg

ATTEST:

[Signature]
Date: 03/21/2024

VILLAGE OF BARRINGTON

By:  for Scott Anderson

Date: 3-21-2024

ATTEST:



Date: 03/21/2024

VILLAGE OF ELK GROVE VILLAGE

By: Markus Brown

ATTEST:

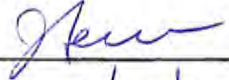
Allen

Date: 03/21/2024

VILLAGE OF HOFFMAN ESTATES

By: 

ATTEST:



Date: 3/21/2024

VILLAGE OF INVERNESS

By: _____

ATTEST:

Date: 03/21/2024

VILLAGE OF MOUNT PROSPECT

By: M. Parro

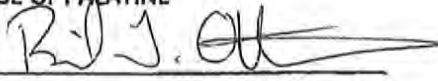
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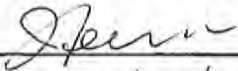
Date: 03/21/2024

NORTHWEST CENTRAL DISPATCH SYSTEM VENTURE AGREEMENT

VILLAGE OF PALATINE

By: 

ATTEST:



Date: 03/21/2024

CITY OF PROSPECT HEIGHTS


By: Joseph P. Wade

ATTEST:

Stew

Date: 03/21/2024

VILLAGE OF WHEELING

By: 
01.23.24

ATTEST:





Date: 01/23/2024

EXHIBIT A

**NORTHWEST CENTRAL 9-1-1 SYSTEM INTERGOVERNMENTAL COOPERATION
AGREEMENT**

EXHIBIT A
NORTHWEST CENTRAL 9-1-1 SYSTEM
INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT, entered into on the effective date specified hereafter, by and between the local governments signatory hereto and also those which may hereafter become signatory:

WITNESSETH:

WHEREAS, the signatories have determined that the implementation of a 9-1-1 Emergency Telephone System would provide a significant public safety enhancement to the citizens of each of the participating municipalities; and

WHEREAS, the signatories have determined that a Joint Emergency Telephone System would be beneficial on an individual and mutual basis; and

WHEREAS, Chapter 134, Section 30.01 et seq. of Illinois Revised Statutes permits the formation of a Joint Emergency Telephone System Board to oversee the implementation and operation of a 9-1-1 emergency telephone system, and

WHEREAS, Chapter 127, Section 741 of the Illinois Revised Statutes provides for the joint exercise by two or more local governments of any power common to them:

NOW THEREFORE be it agreed by and between the parties as follows:

1. Venture Established. Pursuant to the joint powers authorization of Chapter 127 and Chapter 134 Section 30.01 et seq. of the Illinois Revised Statutes, the undersigned hereby federate together in a cooperative venture for the joint and mutual operation of a 9-1-1 emergency telephone system, to be known as Northwest Central 9-1-1 System consisting of all local governments which may hereafter become signatory.
2. Joint Emergency Telephone System Board. There is hereby established a Joint Emergency Telephone System Board which shall consist of the Village Manager of Arlington Heights, the Village Manager of Buffalo Grove, the Village Manager of Elk Grove Village, the Village Manager of Mount Prospect and the Director of Northwest Central Dispatch System.

Each subsequent participating municipality in the Northwest Central 9-1-1 System shall be entitled to one member on the Joint Emergency Telephone System Board. Designation of the new participating municipalities board member shall be specified by the participant's enabling ordinance.

3. By-Laws. Northwest Central 9-1-1 System shall be subject to and shall be governed by certain By-Laws which shall be adopted by the Joint Emergency Telephone System Board together with any amendments which may be made in the manner and means provided.

4. Participation. Each participating municipality in the Northwest Central 9-1-1 System, and each municipality which may hereafter become a participant is a member and is entitled to the rights and privileges and is subject to the obligations of membership, all as may be provided in the By-Laws.

5. Termination. Any party to this Agreement may cease to be a party hereto and may withdraw from participation in the manner and means set forth in the By-Laws.

6. Powers of the Board. The powers and duties of the Emergency Telephone System Board created by this Agreement shall include, but not be limited to the following:

- A. Planning a 9-1-1 emergency telephone system.
- B. Coordination and supervising the implementation, upgrading, maintenance and operation of the system including the establishment of equipment specifications and coding system.
- C. Receiving monies from the surcharge imposed under Section 15.3 of the Emergency Telephone System Act, and from any other source, for deposit into the Emergency Telephone System Fund.
- D. Authorizing all disbursements from the fund.

- E. Hiring, on a temporary basis, any staff necessary for the implementation or upgrade of the system.
- F. Making and entering into contracts.
- G. Acquiring, holding and disposing of property.
- H. Incurring debts, liabilities or obligations necessary for the accomplishment of its purposes.

7. Amendment. This Agreement may not be amended, except by written agreement and resolution of all the then current parties thereto.

8. Duration. This Agreement shall continue in effect until rescinded by unanimous consent of the current parties or until terminated in the manner provided in the By-Laws.

9. Enforcement. Each member shall have the right to enforce this Agreement against any other member. If suit is necessary, a defaulting member shall pay reasonable attorney's fees as adjudicated by the Court.

10. Authorization. Prior to execution of this Agreement, each member shall deliver to the other a certified copy of a suitable ordinance or resolution authorizing and directing execution of this Agreement.

11. Effective Date. This Agreement shall become effective when signed by all respective representatives of the Village of Arlington Heights, the Village of Buffalo Grove, the Village of Elk Grove Village and the Village of Mount Prospect.

EXHIBIT B.

NORTHWEST CENTRAL 9-1-1 SYSTEM BY-LAWS



BY-LAWS

for the

NORTHWEST CENTRAL 9-1-1 SYSTEM

Approved and Adopted
By the System Board
December 14, 1989
Amended – January 16, 1992
Amended – May 18, 2000
Amended – May 17, 2001
Amended – May 15, 2008
Amended – July 30, 2015
Amended – November 17, 2016

BY-LAWS
for the
NORTHWEST CENTRAL 9-1-1 SYSTEM

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BY-LAWS
for the
NORTHWEST CENTRAL 9-1-1 SYSTEM

ARTICLE I.PURPOSE

The Northwest Central 9-1-1 System (hereafter the "9-1-1 System") is a cooperative venture voluntarily established by its members pursuant to the Northwest Central 9-1-1 System Intergovernmental Agreement (hereafter the "Agreement") entered into by them in accord with the Intergovernmental Cooperation Act, 5 ILCS 220/1 and the Emergency Telephone System Act, 50 ILCS 750/ of the Illinois Compiled Statutes. The 9-1-1 System has been established for the purpose of providing the equipment, services, personnel, facilities and other items necessary for the implementation, operation, maintenance and repair of a 9-1-1 Emergency Telephone System within portions of Cook, DuPage, Kane, Lake Counties, and McHenry Illinois.

ARTICLE II.MEMBERSHIP

- A. The members of the 9-1-1 System are the Villages of Arlington Heights, Buffalo Grove, Elk Grove Village, Hoffman Estates, Inverness, Mt. Prospect, Palatine, Schaumburg, Streamwood, and the Cities of Prospect Heights and Rolling Meadows pursuant to the Agreement.
- B. Any municipality which hereafter becomes a full participating member of the Northwest Central Dispatch System may also become a member of the 9-1-1 System, provided all current members and the new member sign an addendum of new membership to the 9-1-1 Cooperative Venture Agreement.
- C. The addendum authorizing a new member of the 9-1-1 System shall require the new member to:
 - 1. Provide funds for its proportionate share of the costs of operations of the 9-1-1 System; and
 - 2. Provide all necessary funds required to add or modify hardware and/or software in order to accommodate the operational needs of the new member. Each new member shall also be expected to pay a proportionate share of normal 9-1-1 operating expenses.

3. Provide written acceptance obligating itself for its proportionate share of the existing assets, debts, and liabilities of the 9-1-1 System.
4. Deliver to the Joint Emergency Telephone System Board a duly certified ordinance in proper form authorizing and directing such member's execution of the addendum and the written acceptance of existing debts referred to in C.3. above, and its agreement to be bound by the 9-1-1 System's By-Laws.

ARTICLE III. JOINT EMERGENCY TELEPHONE SYSTEM BOARD

A. Powers

The Joint Emergency Telephone System Board created pursuant to the Agreement shall consist of a Board of Directors (hereafter the "System Board") who are the Manager or Administrator of the member municipalities. The System Board shall have the powers and duties included in Public Act 099-0006.

1.

B. Organization

1. Each member of the System Board shall be entitled to one vote.
2. Proxy or absentee voting is not allowed. However, each member may designate a person to serve in his or her absence at regular and special meetings with voting power. A member of the Board may designate a police or fire chief or a member of the command staff for either department.
3. In case of a tie vote, the Chairman of the System Board shall cast a second and deciding vote.
4. If any member of the System Board ceases to be an official or employee of their respective municipality or in the case of the Dispatch System its Executive Director such seat on the Board shall be vacant until a successor is duly appointed.
5. Members of the System Board shall serve on the Board without salary, but each may be reimbursed for necessary expenses incurred in connection with 9-1-1 System business.

C. Meetings

1. Regular meetings of the System Board shall be held in the NWCDS offices six times a year on the third Thursday in January, March, May, July, September and November and scheduled to convene immediately following the regular meeting of the System Board of Northwest central Dispatch System.
 - a) At least five (5) days prior to each such meeting, the Chairman of the Board shall cause an agenda for such meetings to be sent to each of the other Board members.
2. A special meeting of the System Board may be called by its Chairman or by any two members of the Board as follows:
 - a) Two (2) days written notice of special meetings shall be given to each member of the Board in a form, which shall include an agenda specifying the subjects of such special meeting.
 - b) Business conducted at said special meeting shall be limited to those items specified in the agenda.
 - c) Notwithstanding (a) above an emergency meeting may be called without written notice if a majority of the members agree.
3. Unless otherwise specified in these By-Laws, a quorum for the transaction of all business by the Board shall consist of a majority of the System Board members.
4. Except to the extent that these By-Laws or any rules adopted by the System Board impose a stricter requirement, all meetings of the System Board shall comply with the requirements of the Illinois Open Meetings Act 5 ILCS 120/1 et seq.
5. To the extent not contrary to these By-Laws, Robert's Rules of Order shall govern the conduct of all meetings of the System Board.

D. Officers of the System Board

Officers of the Board of Directors shall consist of a Chairman, a Vice Chairman, a Secretary and a Treasurer. The Chairman and Vice Chairman shall be elected each year from among the membership of the Board at the November meeting. The Treasurer, who shall be the Finance Director of one of the member municipalities, shall be appointed by the System Board. The NWCDS Executive Director may serve as Secretary if another person is not so appointed by the Board of Directors. The Chairman and Vice Chairman shall hold office for a term of one year and the Treasurer shall hold office for a term of four years. The Chairman and the Vice Chairman may be re-elected for successive terms. Newly

elected officers shall assume their office in January.

1. Chairman

The Chairman shall:

- a) Conduct meetings of the System Board.
- b) Sign or co-sign with the Treasurer any instruments, which the System Board has authorized to be executed.
- c) Perform all duties incident to the office of Chairman and such other duties as may be prescribed by the Board from time to time provided that such other duties are consistent with these By-Laws, the Agreement and applicable laws, including the applicable Rules and Regulations of the Illinois Commerce Commission.

2. Vice Chairman

In the event of the absence of the Chairman, or in the event of the Chairman's inability or refusal to act, the Vice-Chairman shall perform the duties of Chairman until such time as the Chairman again undertakes to perform the duties of his office.

3. Secretary

The Secretary shall:

- a) Keep the minutes of the 9-1-1 System Board;
- b) See that all notices are duly made, given and/or published in accordance with the provision of these By-Laws or as required by law;
- c) Act as custodian of the records of the 9-1-1 System;
- d) Perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the System Board.

4. Treasurer

In accordance with 50 ILCS 750/15.4(c) the Treasurer shall at all times be the actual treasurer of one of the 9-1-1 System member units of local government.

The Treasurer shall:

- a) Receive and act as custodian and be responsible for all funds generated through a surcharge on telephone in-service network connections, as well as any other funds generated in support of the 9-1-1 System.
- b) Dispense funds from the Emergency Telephone System Fund in accordance with Illinois law and these By-Laws.
- c) In general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the System Board.
- d) The Treasurer shall give bond in the amount of \$1,000,000 for the faithful discharge of his duties, with such surety or sureties as the Board shall determine. The bond premium shall be paid by the System.
- e) The Treasurer is not a Director and shall have no vote on the System Board or be entitled to any compensation for services rendered as Treasurer.

ARTICLE IV. EMERGENCY TELEPHONE SYSTEM FUND

- A. There shall be created an Emergency Telephone System Fund (hereafter the "Fund") into which all monies received by the System, including those received pursuant to a 9-1-1 surcharge shall be deposited.
- B. The System Treasurer shall be custodian of the Fund.
- C. All interest accruing on the Fund shall remain in the Fund.
- D. No expenditures may be made from the Fund except pursuant to Resolutions approved from time to time by a majority of the Board. Any Resolution of the Board, which approves an annual budget, shall be deemed an approval of the expenditure of the funds required to pay the amounts specified in the budget.
- E. Expenditures may be made only to pay for the costs associated with the following as set forth in 50 ILCS 750/15.4(c):
 - 1. The design of the Emergency Telephone System.
 - 2. The coding of an initial Master Street Address Guide database, and update and maintenance thereof.

3. The repayment of any monies advanced for the implementation of the System.
4. The charges for Automatic Number Identification and Automatic Location Identification equipment, and maintenance, replacement and update thereof.
5. The non-recurring charges related to installation of the Emergency Telephone System and the ongoing network charges.
6. Other products and services necessary for the implementation, upgrade, maintenance, and repair of the System and any other purpose related to the operation of the System, including costs attributable directly to the construction, leasing or maintenance of any buildings or facilities or costs of personnel attributable directly to the operation of the Northwest Central 9-1-1 System Primary Public Safety Answering Point (PSAP). Costs attributable directly to the operation of the Emergency Telephone System do not include the costs of public safety agency personnel who are and equipment that is dispatched in response to an emergency call.

ARTICLE V. FISCAL YEAR/BUDGET/PURCHASES/CONTRACTS

A. Fiscal Year

The fiscal year of the Northwest Central 9-1-1 System shall commence on January 1st and end on December 31st,

B. Budget

1. The Secretary shall prepare a proposed budget for the succeeding fiscal year and distribute it to the System Board.
2. The Board shall review, modify and/or approve a final budget at its September meeting each year.
3. A complete copy of the approved final budget shall be furnished within 45 days to each Board member.
4. After approval of the annual budget by the System Board, all expenditures shall be made in accordance with the budget.
 - a) The Executive Director of the Northwest Central Dispatch System is hereby granted authority to administer the 9-1-1 budget on behalf of the System Board.

- b) Said Director shall have the authority to transfer contingency funds within the total budget amount in order to meet unanticipated needs of the System or to meet changed situations.
- c) Such action of the NWCDs Executive Director shall be reported to the System Board as a supplement to the Director's bi-monthly report.

C. Purchases/Contract Letting

Purchases and/or letting contracts shall be in accordance with applicable law and procedural guidelines established by Resolution of the System Board.

The System Board may enter into a contractual agreement with the Northwest Central Dispatch System for the on-going operations of the 9-1-1 Emergency Telephone System and make appropriate arrangements for the reimbursement of allowable costs incurred by NWCDs on behalf of the 9-1-1 System.

ARTICLE VI. AUDIT

- A. Within six months after the end of each fiscal year, the System Board shall cause an annual audit of the financial affairs of the Northwest Central 9-1-1 System, to be prepared by a Certified Public Accountant in accordance with generally accepted auditing principles.
- B. An original copy of the annual audit report shall be delivered to the Director of Finance of each member municipality, and filed with other public officers in accord with applicable laws.

ARTICLE VII. WITHDRAWAL, TERMINATION AND DISSOLUTION

- A. Any member municipality may withdraw from the Northwest Central 9-1-1 System subject to the provisions of this Article.
 - 1. Such withdrawing member shall give written notice of withdrawal in the form of a certified copy of an Ordinance passed by its corporate authorities, which must be delivered to the 9-1-1 System's Headquarters (currently located at 1975 E. Davis Street, Arlington Heights, Illinois, 60005) The written notice of withdrawal shall be deemed received when the written notice is actually received by the 9-1-1 System, either personal delivery or by United States certified mail - return receipt requested. Any other means of delivery other than personal delivery or United States

certified mail – return receipt requested deemed a nullity and not received by the 9-1-1 System.

2. Withdrawal must be in compliance with all applicable rules or requirements of Illinois law, the Illinois Commerce Commission and these By-Laws.
 3. A withdrawing member must make appropriate notice, as established by the System Board, to the media and to all mutual aid responders of the change in the emergency call handling agreements.
 4. Refusal or declination of any member municipality to be bound by any obligation of the Northwest Central 9-1-1 System or its System Board shall also constitute notice of withdrawal.
 5. The withdrawing member shall forfeit any and all interest, right and title to Northwest Central 9-1-1 System property, real, personal or mixed.
 6. The withdrawing member shall be liable for all costs incurred by Northwest Central 9-1-1 System as a result of the member's separation and withdrawal. This may include, but is not necessarily limited to, legal fees, court costs and interest on late payment of obligations.
- B. Upon any such notice of withdrawal:
1. Withdrawal shall take effect on the date one (1) year from date of such written notification.
 2. After notice of withdrawal and after the effective date of withdrawal, the withdrawing member shall continue to be responsible for:
 - a) One hundred (100%) percent of its pro rata share of any current unpaid obligations to the effective date of withdrawal;
 - b) One hundred (100%) percent of its pro rata share of any contractual or lease obligations of the Northwest Central 9-1-1 System which were incurred during the period the municipality was a member or which were assumed during its membership;
 - c) For any contractual obligations it has separately entered into with or on behalf of the Northwest Central 9-1-1 System.
 - d) The term "pro rata share" as used in Article VII of the 9-1-1 System By-Laws, shall mean a percentage of all the 9-1-1 System's costs, which costs include but are not limited to those costs identified in B.2.a) and B.2.b) set out above.

The percentage shall be computed by determining the total telephone access lines of the Northwest Central 9-1-1 System, and dividing said sum into the total telephone access lines of the withdrawing member for the last complete calendar month preceding the withdrawing member's effective date of withdrawal.

- C. Upon the unanimous action of all members of the Agreement, and in compliance with any applicable Illinois law, the rules and regulations of the Illinois Commerce Commission, the Cooperation Agreement and the 9-1-1 System's By-Laws, the Northwest Central 9-1-1 System shall be terminated and dissolved.
1. Upon such termination and dissolution, (and after payment of all debts) all individual files and documentation shall be distributed to the appropriate municipality without charge or offset.
 2. The remaining assets or liabilities of the Northwest Central 9-1-1 System shall be distributed among the municipalities which had participated in the System within the one (1) year prior to such mandatory dissolution, in proportion to the mean average of municipalities' regular and special assessment payments for the preceding three (3) fiscal years, (or fraction thereof if any particular member shall not have belonged for a full three years), bears to the total of such payments for the preceding three (3) fiscal years, or fraction thereof as provided above.

ARTICLE VIII. INDEMNIFICATION

- A. Each member which is subject to a claim, of any nature, which arises as a consequence of the acts or omissions of such member's personnel in responding to, or providing emergency services pursuant to a dispatch via the System (hereinafter "Claim") shall, at such member's sole expense, indemnify and save free and harmless any other member, and its officers, employees and agents from any cost, expense attorney fees, judgment or liability of any nature when any other member is/are subject to the same Claim solely as a consequence of such other member being a member of this 9-1-1 System.

Additionally, in the event the 9-1-1 System and/or its Directors, officers, employees and agents are subject to a Claim of any nature which arises as a consequence of the acts or omissions of member's personnel in responding to or providing emergency services pursuant to a dispatch by the 9-1-1 System such member shall at its sole expense, indemnify and save free and harmless from any cost, expense, attorney fees, judgments or liability of any nature the System and/or its offices, Directors, employees and agents unless it is determined that the officers, Directors, employees and/or agents of the 9-1-1 System acted in a

willful and wanton manner in connection with dispatching the personnel of the member.

- B. In the event that any member municipality should file suit or an action against the 9-1-1 System, all representatives of that member shall be prohibited from attending any meetings or discussions or having access to the results of such meetings related to the defense of the suit or action. The member's representatives shall have no direct access to any written communication concerning the matter except by legal process; and no representative of the member shall be allowed to vote on any issue related to the suit or action.

ARTICLE IX. PROPERTY

All property acquired by the 9-1-1 System shall be owned by it for and on behalf of its members whose interest therein shall be in shares proportionate to its surcharge contributions, unless provided otherwise by written agreement of the members.

ARTICLE X. AMENDMENT TO THE BY-LAWS

- A. Amendment to these By-laws may be proposed by any member of the System Board.
- B. The proposed amendment shall be submitted to the System Board at least thirty (30) days prior to the meeting of the Board at which such amendment is to be considered.
- C. A three-fourths (3/4) vote of the Board shall be required to adopt any amendment to the By-Laws.
- D. No amendment shall be in conflict with the Cooperation Agreement, the laws of the State of Illinois, or the applicable Rules and Regulations of the Illinois Commerce Commission.

ARTICLE XI. EFFECTIVE DATE

These By-Laws shall go into effect immediately upon approval by the System Board.

Adopted by the System Board on November 17, 2016



Secretary of the Board



Agenda Item Details

Meeting	Dec 18, 2023 - Village Board Regular Meeting Agenda
Category	13. New Business - All Listed Items for Discussion and Possible Action
Subject	N. Ordinance Authorizing Entry into the Northwest Central 9-1-1 System
Access	Public
Type	Action
Recommended Action	Motion to Approve
Goals	Governance

Public Content

From: James V. Ferolo – Klein, Thorpe and Jenkins, Ltd.
Subject: Northwest Central Dispatch Governing Documents

EXECUTIVE SUMMARY

The attached ordinance and the immediately following resolution approve and authorize the Village President to execute the amended and restated Northwest Central Dispatch Intergovernmental Agreement (IGA) and the Northwest Central 9-1-1 System IGA. The approval of both documents is necessary to facilitate the relocation of Wheeling's Police and Fire dispatch and 9-1-1 operations to the Northwest Central System as of January 1, 2025.

MEMO

On July 21, 2022 the Joint Board of the Northwest Central Dispatch System (NWCDS) and the Northwest Central 9-1-1 System (NWC911) voted to authorize Wheeling to join the NWCDS/NWC911 for police and fire emergency dispatch services. The Village has begun taking the necessary steps to leave the Regional Emergency Dispatch (RED) Center for fire dispatch services and to wind down its police dispatch services in Wheeling in order to transfer over to NWCDS/NWC911 as of January 1, 2025. The Village currently has a contract with Des Plaines to provide police dispatch services to Des Plaines through December 31, 2024. Village staff is working with Des Plaines staff in order to dissolve the Wheeling / Des Plaines Joint Emergency Telephone System Board while at the same time facilitating Wheeling moving to NWCDS/NWC911 and Des Plaines moving to the Cook County Dispatch/9-1-1 System. The ordinance and resolution that are on the December 18 agenda approve the governing documents of both NWCDS and NWC911. The approval will facilitate the Village moving forward with its dissolution of the Wheeling / Des Plaines JETSB and consolidating its police and fire dispatch operations at Northwest Central as of January 1, 2025.

Strategic Plan Theme:

Governance

[Exhibits A-B.pdf \(803 KB\)](#)

[Ordinance Authorizing Entry Into N.W. Central 9-1-1 system.pdf \(24 KB\)](#)

Administrative Content

Plan Narrative #6

Resolution Approving and Authorizing The
Execution of an Amended and Restated
Northwest Central Dispatch System Venture
Agreement and Related to By-Laws and Among
The Village of Wheeling and Several
Other Local Municipalities

RESOLUTION 23 - 176

**RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF AN AMENDED AND RESTATED
NORTHWEST CENTRAL DISPATCH SYSTEM VENTURE
AGREEMENT AND RELATED BY-LAWS BY AND AMONG
THE VILLAGE OF WHEELING AND SEVERAL
OTHER LOCAL MUNICIPALITIES**

WHEREAS, the Corporate Authorities of the Village of Wheeling (the "Village"), Cook and Lake Counties, Illinois, wish to approve and authorize the execution of a certain Amended and Restated Northwest Central Dispatch System Venture Agreement (the "Agreement") with the Village, to provide for and maintain a central emergency dispatch operation known as the Northwest Central Dispatch System ("NWCDS") and to enable the Village to become a member of the NWCDS and to become a member of the Board of Directors of such NWCDS; and

WHEREAS, NWCDS has proven successful in providing emergency communications services for its member municipalities; and

WHEREAS, the Village is in the process of dissolving its current Joint Emergency Telephone System Board with the City of Des Plaines in order to move its dispatch operation to NWCDS; and

WHEREAS, the NWCDS Board of Directors has unanimously recommended approval of the aforesaid Amended and Restated Northwest Central Dispatch System Venture Agreement in substantially the form which is attached hereto as Exhibit A and thereby made part hereof; and

WHEREAS, the Corporate Authorities of the Village find that it is in the best interests of the Village and its residents that said Agreement be executed and in effect;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COOK AND LAKE COUNTIES, Illinois as follows:

SECTION 1: The Corporate Authorities of the Village find that the recitals set forth in the preamble of this Resolution are true and correct, and such recitals are incorporated by reference as its findings of fact as if fully set forth herein.

SECTION 2: The aforesaid Amended and Restated Northwest Central Dispatch System Venture Agreement ("Agreement") and the related By-Laws ("By-Laws") which are attached thereto, all in substantially the form attached hereto as Exhibit A and thereby made a part hereof, are hereby approved, and the Village President is hereby authorized to execute said Agreement and to do all things necessary and essential to implement the Agreement herein authorized, and the Village Clerk is authorized to

attest thereto and deliver to the Executive Director of NWCDS an executed copy of the Agreement and the By-Laws which are attached thereto.

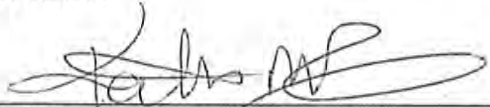
SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Trustee KRUEGER moved, seconded by Trustee PAPANTOS that Resolution No. 23 - 176 be adopted.

President Horcher	<u>Aye</u>		
Trustee Krueger	<u>Aye</u>	Trustee Ruffatto	<u>ABSENT</u>
Trustee Lang	<u>ABSENT</u>	Trustee Vito	<u>Aye</u>
Trustee Papantos	<u>Aye</u>	Trustee Vogel	<u>Aye</u>

ADOPTED this 18th day of December 2023, by the President and Board of Trustees of the Village of Wheeling, Illinois, pursuant to a roll call vote as provided by law.

ATTEST:


Kathryn M. Brady, Village Clerk

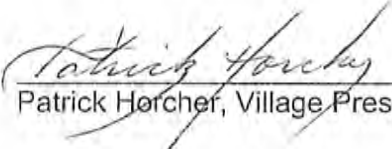

Patrick Horcher, Village President

EXHIBIT "A"
**Amended and Restated Northwest Central Dispatch System Venture Agreement
and Related By-Laws**

Amended and Restated
NORTHWEST CENTRAL DISPATCH SYSTEM VENTURE AGREEMENT

THIS AGREEMENT ("Agreement" or "Amended and Restated Agreement"), entered into on the effective date hereinafter set forth, by and between the local governments signatory hereto and also those which may hereafter become signatory hereto ("Members" or "Parties"):

WITNESSETH:

WHEREAS, a Central Dispatching System has existed in Northwestern Cook County and in parts of DuPage, Kane and Lake Counties since 1972; and

WHEREAS, the Parties entered into a Venture agreement on May 12, 2009, being the date the last party signed the venture agreement (hereinafter the "2009 Agreement");

WHEREAS, such System has been demonstrated to be of great value to its constituent municipalities, the signatories hereto; and

WHEREAS, the addition of another municipality to the System will provide for more efficient and economical dispatching of life and property saving services; and

WHEREAS, the cost of providing and maintaining a central dispatching system is probably excessive for any one of such signatories; and

WHEREAS, a centralized police, fire and other emergency dispatching system can adequately serve the needs of all of such signatories; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 through 220/9, authorize joint exercise by two or more local governments of any power common to them;

WHEREAS, it is the desire of the signatories hereto to jointly provide for and maintain a central dispatching system for their mutual advantage and concern; and

WHEREAS, the Parties desire to update the purpose clause of this agreement and the method for adopting and amending the bylaws by the adoption of this Amended and Restated NORTHWEST CENTRAL DISPATCH SYSTEM VENTURE AGREEMENT.

NOW, THEREFORE, for and in consideration of the premises, the mutual advantages to be derived therefrom and in consideration of the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. Venture Established. Pursuant to the joint powers authorization of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 through 5 ILCS 220/9, the undersigned do hereby federate together in a cooperative venture for the joint and mutual operation of a centralized communications system; the joint purchasing or sharing of services which relate to the members' police, firefighting, emergency management, and/or public safety functions; to provide such services on a contract basis to other governmental units who are not Members; and to provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding communications, information systems, and statistical matters within portions of Cook, DuPage, Kane and Lake Counties, Illinois. This venture shall be known as "Northwest Central Dispatch System" (hereinafter designated as NWCD5) which shall consist of all of the local governments which may hereafter become signatory hereto.

2. By-Laws. NWCD5 shall be subject to and shall be governed by certain By-Laws, the current By-laws in existence as of the date of this amended and restated agreement are attached hereto as Exhibit "A". The By-Laws attached as exhibit A shall be the By-Laws upon the effective date of this Amended and Restated Agreement. The Bylaws may be amended by the Board of Directors

as set forth below. The Bylaws, as may be amended from time to time by the Board of Directors, shall be binding on the Members as if fully set forth in this Agreement.

3. NWCDS Participation. Each participating local government of the Central Dispatching System (and each local government which may hereafter sign after approval as required by the By-Laws, provided such local governments are eligible to participate pursuant to said By-Laws) is a member of NWCDS and is entitled to the rights and privileges and subject to the obligations of membership, all as provided in said By-Laws.

4. Termination. Any party to this agreement may cease to be a party hereto and may withdraw from participation in NWCDS in the manner and means set forth in said By-Laws.

5. Powers of the System. NWCDS shall have the power in its own name to make and enter into contracts, to employ agents and employees, to acquire, hold and dispose of property, real and personal, and to incur debts, liabilities or obligations necessary for the accomplishment of its purposes, but no such contract, employment, purchase, debt, liability or obligation shall be binding upon or obligate any member except as authorized by the this Agreement or the By-Laws. NWCDS shall not have the power of eminent domain or the power to levy taxes.

6. Board of Directors. There is hereby established a Board of Directors which shall consist of one director on behalf of each Member. The manager or administrator of each Member shall be its director. However, each Member may designate a different person as the director by appropriate action of the Member's corporate authorities. Each Member shall also designate an alternate director to act on its behalf in the absence of its director. Directors shall serve without salary, but each may be reimbursed for necessary expenses incurred in connection with NWCDS business. The Board of Directors shall have the following powers and duties:

- a. To determine general policy and procedures of NWCDS and the board of directors consistent with this Venture Agreement, and to exercise any power related to the operation of the NWCDS which is not reserved in this agreement to the Members acting through their respective corporate authorities;
- b. To provide for an executive committee and officers in the By-Laws;
- c. To approve amendments to the By-Laws;
- d. To approve the annual budget of NWCDS.
- e. To hire, supervise and discipline an executive director
- f. To hire auditors;
- g. To hire a general counsel for the agency and such other attorneys as it deems necessary;
- h. To approve new members of the NWCDS upon such new member's approval and execution of this Agreement, by a ¾ vote of all members of the board of directors;
- i. To approve the provision of services to non-members by contract;
- j. To provide for contracting and purchasing procedures as it sees fit;

7. Amendments to this Agreement. This Agreement may not be amended, except by the written agreement and resolution of all of the then parties to it. However, the By-Laws attached hereto as Exhibit "A" may be amended from time to time by the method and means provided herein, provided such amendments do not conflict with the terms set forth in this Agreement.

8. Amendments to the By-Laws. Any member of the Board of Directors or any member of the Executive Committee may propose an amendment to the By-Laws. No amendment, however, shall be in conflict with or purport to amend this agreement in any way. Amendments to the By-Laws shall be made only upon a three-fourths (3/4) vote of the members of the Board of Directors then holding office. The chairman of the board of directors shall have only one (1) vote on a motion to amend the By-Laws, even in the case of a tie.

9. Duration. This Agreement and NWCDS shall continue in effect until rescinded by unanimous consent of the then parties or until terminated in the manner provided in said By-

Laws. Upon such termination, the assets remaining shall be disposed of in the manner set forth in the said By-Laws.

10. Enforcement. Each member shall have the right to enforce this Agreement against any other member. If suit is necessary therefore, a defaulting member shall pay reasonable attorney's fees to NWCDS as adjudicated by the Court.

11. Authorization. Prior to execution of this Agreement, each member shall deliver to the other a certified copy of a suitable ordinance or resolution authorizing and directing the execution of this Agreement.

12. Entire Agreement: This instrument contains the entire agreement between the Parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this instrument and any prior agreements between the parties related to the NWCDS shall be of no force and effect.

13. Severability. Invalidation by judgment or court order of any one or more of the covenants or restrictions contained herein shall in no way affect any other provisions which shall remain in full force and effect.

14. Governing Law: The laws of the State of Illinois shall govern the terms of this Agreement both as to interpretation and performance.

15. Notices. All notices provided for herein shall be served upon the Parties by personal delivery, email, fax or Certified United States mail, return receipt requested, by sending said notice to the mayor, president, manager, administrator or statutory head of the public body at the Members' principal office. Notices shall be deemed given when sent.

16. No Waiver of Tort Immunity. Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to either Party under the Illinois Local Governmental and Governmental Employees Tort Immunity Act with respect to claims by third parties.

17. No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty to any third party.

18. Counterparts. This Agreement may be executed in counterparts that, taken together, will be effective as if they were a single document. Signatures transmitted by a .pdf file or facsimile shall be treated as originals.

19. Effective Date. This Amended and Restated Venture Agreement shall become effective when signed by the respective representative of the new Member: Village of Barrington. The 2015 Agreement shall remain in full force and effect until the Effective Date of this Amended and Restated Venture Agreement: On the Effective Date, this Amended and Restated Agreement shall replace the 2015 Agreement.

IN WITNESS WHEREOF, the undersigned local governments have set their signatures on the respective dates set forth below. This document may be signed in duplicate originals.

VILLAGE OF ARLINGTON HEIGHTS

By: Therrell H. Veckler

ATTEST:

[Signature]
Date: 3/21/2024

VILLAGE OF BARRINGTON

By: J.R. Clark for Scott Anderson

3-21-2024

ATTEST:

J. Kern

Date: 03/21/2024

VILLAGE OF BUFFALO GROVE

By: *[Signature]* FOR DANO BRAUN

ATTEST:

[Signature]

Date: 03/21/2024

VILLAGE OF ELK GROVE VILLAGE

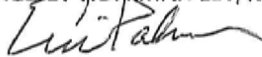
By: Wanda Kern

ATTEST:

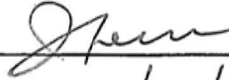
Denise

Date: 03/21/2024

VILLAGE OF HOFFMAN ESTATES

By: 

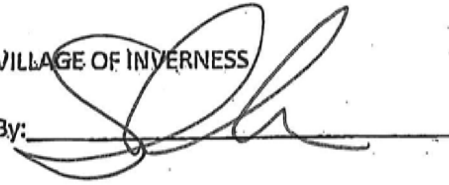
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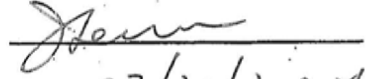
Date: 03/21/2024

VILLAGE OF INVERNESS

By: _____

A large, stylized handwritten signature in black ink, written over a horizontal line.

ATTEST:

A smaller handwritten signature in black ink, written over a horizontal line.

Date: 03/21/2024

VILLAGE OF MOUNT PROSPECT

By: W. Karas

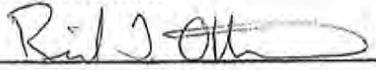
ATTEST:

J. [Signature]

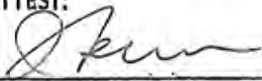
Date: 03/21/2024

NORTHWEST CENTRAL DISPATCH SYSTEM VENTURE AGREEMENT

VILLAGE OF PALATINE

By: 

ATTEST:



Date: 03/21/2024

CITY OF PROSPECT HEIGHTS

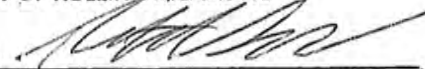
By: Joseph O. Wade

ATTEST:

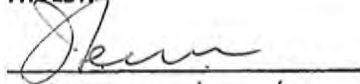
[Signature]

Date: 03/21/2024

CITY OF ROLLING MEADOWS

By: 

ATTEST:



Date: 03/21/2024

VILLAGE OF SCHAUMBURG
By: [Signature]

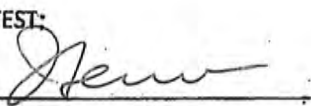
ATTEST:

[Signature]

Date: 03/21/2024

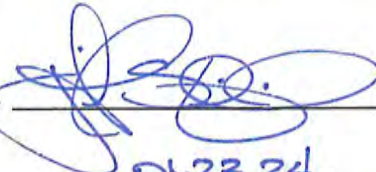
VILLAGE OF STREAMWOOD

By: 

ATTEST: 

Date: 03/21/2024

VILLAGE OF WHEELING

By: 
01.23.24

ATTEST:



Date: 01/23/2024



EXHIBIT "A"
BY-LAWS FOR NORTHWEST CENTRAL DISPATCH SYSTEM



BY-LAWS

for the

NORTHWEST CENTRAL DISPATCH SYSTEM

Approved and Adopted
By the Board of Directors
October 19, 1989
Amended – January 16, 1992
Amended – May 18, 2000
Amended – May 15, 2008
Amended – March 21, 2013
Amended - July 30, 2015
Amended – November 17, 2016

BY-LAWS
for the
NORTHWEST CENTRAL DISPATCH SYSTEM

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BY-LAWS
for the
NORTHWEST CENTRAL DISPATCH SYSTEM

ARTICLE I. PURPOSE

The NORTHWEST CENTRAL DISPATCH SYSTEM, hereinafter referred to as NWCDS, is a cooperative venture voluntarily established by its members under the Amended and Restated Northwest Central Dispatch System Venture Agreement of 2015 (hereinafter "Venture Agreement") pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and pursuant to the Intergovernmental Cooperation Act, 5, ILCS 220/1 et seq. of the Illinois Compiled Statutes. It has been established for the purpose of providing a joint and mutual operation of a centralized communication system; the joint purchasing or sharing of services which relate to the members' police, firefighting, emergency management, and/or public safety functions, to provide such services on a contract basis to other governmental units who are not members; and to provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding communications, information systems, and statistical matters within portions of Cook, DuPage, Kane and Lake, and McHenry Counties, Illinois.

ARTICLE II. MEMBERSHIP

- A. Any municipality within the practical operating sphere of the NWCDS headquarters is eligible for membership in NWCDS, provided the parties to the existing venture agree by a $\frac{3}{4}$ vote of the members of the Board of Directors as provided in Section 6.h of the Venture Agreement. All new members, once approved, shall sign the Venture Agreement.
- B. Continued membership in NWCDS shall be contingent upon the payment by each member municipality of an annual assessment and any additional fees that may be determined by the Board of Directors consistent with the financing procedures set forth in Article VIII hereunder.
- C. Upon becoming a member, any new member municipality shall become subject to all existing debts and liabilities of NWCDS on a proportionate basis to the same extent as all other members.

In addition, any new member shall be liable for all costs of adding or modifying hardware and/or software necessary to effectively accommodate the operational needs of the new member, and of insuring that there is no degradation of existing capability due to the new member's needs. Each new member shall be expected

to pay a proportionate share of the normal, continuing operating expenses of the System as well as its proportionate share of any special assessment, which may be approved by the members. The new member shall also be subject to a one-time initiation fee to be determined by the Board of Directors.

ARTICLE III. BOARD OF DIRECTORS

A. Organization

1. As set forth in Section 6 of the Venture Agreement, each municipality that is a member of NWCDS shall be entitled to one seat on the Board of Directors and hence shall be entitled to one vote thereon. The manager or administrator for each member shall be its director by default. Each member by appropriate action of its corporate authorities may designate a different person as its director. Each Member shall designate an alternate director to attend meetings and act for the member in the absence of the director.
 - a. Proxy or absentee voting is not allowed. However, each member may designate a person to serve in his or her absence at regular and special meetings with voting power. A member of the Board may designate a police or fire chief or a member of the command staff for either department. A member of the Executive Committee shall appoint a substitute who shall be a member of the command staff from the same department.
 - b. In case of a tie vote, the Chairman of the Board of Directors shall cast a second and deciding vote;
 - c. If any such Manager or Administrator, as the case may be, ceases to be an official of the member municipality appointing him, such seat of the Board of Directors shall be vacant until a successor is appointed by such member municipality.

B. Meetings

1. Regular meetings of the Board of Directors shall be held in the NWCDS offices six times a year at 9:00 A.M. on the third Thursday in January, March, May, July, September and November.
 - a. At least five (5) days prior to each such meeting, the Chairman of the Board of Directors, the Executive Director, or designee shall forward an agenda for such meeting to each of the other Directors and to each member of the Executive Committee.

2. A special meeting of the Board of Directors may be called by its Chairman or by any two members of the Board of Directors as follows:
 - a. Two days written notice of special meetings shall be given to each member of the Board of Directors in a form, which shall include an agenda specifying the subjects of such special meeting;
 - b. Business conducted at said special meeting shall be limited to those items specified in the agenda.
3. Unless otherwise specified in these By-Laws, a quorum for the transaction of all business by such Board of Directors shall consist of a majority of the Directors or Alternates then holding office.
4. Except to the extent that these By-Laws or any rules adopted by the Board of Directors impose a stricter requirement, all meetings of the Board of Directors and Executive Committee shall comply with the requirements of the Illinois Open Meetings Act 5 ILCS 120/1 et seq.
5. To the extent not contrary to these By-Laws, Robert's Rules of Order shall govern the conduct of all meetings of the Board of Directors and Executive Committee.

C. Officers of the Board of Directors

Officers of the Board of Directors shall consist of a Chairman, a Vice Chairman, a Secretary and a Treasurer. The Chairman and Vice Chairman shall be elected each year from among the membership of the Board at the November meeting. The Treasurer, who shall be the Finance Director of one of the member municipalities, shall be appointed by the Board of Directors. The NWCDS Executive Director may serve as Secretary if another person is not so appointed by the Board of Directors. The Chairman and Vice Chairman shall hold office for a term of one year and the Treasurer shall hold office for a term of four years. The Chairman and the Vice Chairman may be re-elected for successive terms. Newly elected officers shall assume their office in January.

1. Chairman

The Chairman shall:

- a. Conduct meetings of the Board of Directors;
- b. Sign, with the Executive Director and/or Treasurer any instrument which the Board of Directors has authorized to be executed, or otherwise authorized by previously approve NWCDS procedural rules of operation;

- c. Perform all duties incident to the office of Chairman and such other duties as may be prescribed by the Board of Directors from time to time provided that such actions are consistent with these By-Laws.

2. Vice Chairman

In the event of the absence of the Chairman, or in the event of his inability or refusal to act, the Vice Chairman shall perform the duties of Chairman until such time as the Chairman again undertakes to perform the duties of his office.

3. Secretary

The Secretary shall:

- a. Keep the minutes of the Board of Directors and of the Executive Committee;
- b. See that all notices are duly made, given and/or published in accordance with the provisions of these By-Laws or as required by law;
- c. Act as custodian of the records of NWCDS;
- d. Perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Board of Directors or by the Executive Committee.

4. Treasurer

The Treasurer shall:

- a. Provide on-going counseling to the Executive Director, Executive Committee and Board of Directors in matters of fiscal policy and fiscal administration of NWCDS;
- b. Make recommendations on investment practices to the Executive Director;
- c. Act as an alternate signatory on all of the NWCDS bank accounts and investment instruments;
- d. Give bond in the amount of \$1,000,000 for the faithful discharge of his duties, with such surety or sureties as the Board of Directors shall determine. NWCDS shall pay the bond premium.
- e. The Treasurer shall have no vote and receive no compensation for

his services.

ARTICLE IV. EXECUTIVE COMMITTEE

A. Organization

There shall be and there is hereby established an Executive Committee of NWCDs, the members of which shall serve without salary and shall take responsibility for the day-to-day operations and functions of NWCDs hereinafter set forth.

B. Purpose

The daily operations of NWCDs shall be conducted under the direction and supervision of the Executive Committee, subject to the policy limitations established by the Board of Directors from time to time.

1. The Executive Committee shall be responsible for carrying out the policy decisions made by the Board of Directors.
2. Subject to the policies established by the Board of Directors and within the limits fixed by the budget approved by the Board of Directors, the Executive Committee shall oversee the conduct of the daily operating affairs of NWCDs; provided that no obligation exceeding the amount of the approved budget shall be incurred by such Executive Committee, without the prior consent of the Board of Directors.
3. The Executive Committee shall have the right to review all day-to-day administrative decisions concerning personnel, development efforts, operations, cost sharing, expenditure approval, utilization of personnel and equipment, and decisions made by the Executive Director.

C. Procedure

Each municipality that is a member of NWCDs shall have up to two seats on the Executive Committee. One seat shall be occupied by the Chief of Police of the member municipality, or his designee. The other seat shall be occupied by the Chief of the Fire Department of the member municipality, or his designee. A designee may not occupy more than one seat. Each seat is entitled to one vote. Each member shall serve without salary, but each may be reimbursed for necessary expenses incurred in connection with NWCDs business.

1. Only the Chief of Police and Chief of the Fire Department of each member municipality (or their appointed designee) shall vote as the official representative of the member municipality to the Committee.

2. No proxy votes or absentee voting shall be permitted, except as provided in these By-Laws.
3. In the case of a tie, the Chairman of the Executive Committee shall cast a second and deciding vote.
4. A quorum for the transaction of all business by the Executive Committee shall consist of a majority of the official representatives of the member municipalities.

D. Rules

The Committee may establish rules for its own procedures and shall have such express or implied authority as is not inconsistent with or contrary to the Statutes of the State of Illinois, these By-Laws, or the Northwest Central Dispatch System Venture Agreement.

E. Meetings

1. Regular meetings of the Executive Committee shall be held in the NWCDs offices six times a year at 8:00 A.M. on the third Thursday in January, March, May, July, September and November.
2. The Chairman shall cause to be forwarded to each Committee Member a meeting notice and agenda at least five (5) days in advance of the meeting.
3. Special meetings of the Executive Committee may be called by its Chairman, or any four official representatives to the Executive Committee acting in concert provided that notice of such special meeting shall be in writing and signed by such four official representatives; shall contain the time, date, and location of such special meeting; and shall be forwarded along with an agenda to each official representative to the Executive Committee. Said notice must be circulated at least two (2) days in advance of the meeting.
4. Business conducted at special meetings shall be limited to items specified on the agenda.

F. Officers of the Executive Committee

Officers of the Executive Committee shall consist of a Chairman and a Vice Chairman. They shall be appointed by the Chairman and the Vice Chairman of the Board of Directors respectively in November. Their term begins in January. Normally a regular rotation between the Police Chief and the Fire Chief of each municipality shall be observed in the appointment of the Executive Committee Chairman and Vice Chairman. The Chairman and the Vice Chairman shall each serve a term of one year. The Chairman and the Vice Chairman may be re-

appointed for successive terms.

1. Chairman

The Chairman shall conduct meetings of the Executive Committee and shall serve as the liaison between the Board of Directors and the Executive Committee.

- a. The Chairman may sign, with the Executive Director and/or Treasurer, any instruments that the Executive Committee, acting as a Committee, has authorized to be executed or otherwise authorized by previously approved NWCDS procedural rules of operation;
- b. The Chairman shall also perform all duties incident to the office of Chairman and such other duties as may be prescribed by the Executive Committee from time to time provided that such actions are consistent with these By-Laws.

2. Vice Chairman

In the absence of the Chairman or in the event of the Chairman's inability or refusal to act, the Vice Chairman shall perform the duties of Chairman. The Vice Chairman shall perform such other duties as may be requested by the Chairman.

3. Chairman Pro-Tem

In the absence of the Chairman and the Vice Chairman or in the event of their inability or refusal to act, the remaining members of the Executive Committee shall elect from among themselves a Chairman Pro-tem who shall perform the duties of Chairman.

ARTICLE V. THE EXECUTIVE DIRECTOR

A. The Executive Director

1. The Executive Director shall be the administrative head of NWCDS and shall be directly responsible to the Executive Committee for the administration of NWCDS.
 - a. The Executive Director shall be appointed by and shall serve at the pleasure of the Board of Directors.
 - b. The Executive Director shall be chosen on the basis of administrative and executive qualifications with special reference to

actual experience in or knowledge of accepted practice with respect to the duties of the office hereinafter set forth.

2. No person shall be appointed Executive Director while that person is employed by or serves as an official of a member municipality.
3. Any vacancy in the office of Executive Director shall be filled as soon as possible after the effective date of such vacancy, and, in the case of absence or disability of the Executive Director, the Board of Directors may designate any other qualified employee of NWCDS or any other qualified employee of any member municipality to perform the duties of Executive Director during such absence or disability.
4. The Executive Director may be removed by the Board of Directors by a majority vote of the entire Board.
5. The powers and duties of the Executive Director shall be:
 - a. To attend all meetings of the Executive Committee and the Board of Directors, unless excused there from:
 - (1) The Executive Director shall have the right to take part in the discussion of all matters coming before the Executive Committee and the Board of Directors, but shall have no vote thereon;
 - (2) The Executive Director shall be entitled to and be given notice of all meetings, regular and special, of the Board of Directors and the Executive Committee.
 - b. To appoint, evaluate, promote, demote or remove employees of NWCDS pursuant to the approved NWCDS budget and in accord with the policies and procedures of the agency;
 - c. To recommend to the Executive Committee for adoption of such measures as may be deemed necessary or expedient for the efficient operation of NWCDS;
 - d. To enforce, to administer, and to make operative the policies of NWCDS as established by the Board of Directors and Executive Committee;
 - e. To prepare a report six times per year of NWCDS activities and to present the report to the Board of Directors and the Executive Committee;
 - f. To prepare a proposed annual budget as well as a report of

estimated revenues in order to determine the estimated funds necessary to defray the expenses of NWCDS for the fiscal year and to present same to the Executive Committee in the manner set forth under Article VIII herein;

- g. To serve as Chairman of the Liaison Committees and coordinate the activities of the respective Committees as required;
 - h. To perform such other duties as may be delegated from time to time by the Board of Directors or by the Executive Committee.
- 6. The Executive Director shall give bond in the amount of \$1,000,000 for the faithful discharge of his duties, with such surety or sureties as the Board of Directors shall determine. NWCDS shall pay the bond premium.
 - 7. The Chairman of the Board of Directors shall conduct an annual evaluation of the Executive Director's performance and report his finding to the Board of Directors. This report shall be presented to the Board before the end of the calendar year.
 - 8. Compensation for the Executive Director shall be set by the Board of Directors.

ARTICLE VI. LIAISON COMMITTEES

A. Organization and Purpose

There shall be and there are hereby established separate police and fire Liaison Committees of NWCDS, the members of which shall serve without salary and shall be available to the NWCDS Executive Director and Executive Committee to assist in the coordination of;

- 1. Unified radio procedures;
- 2. NWCDS procedural changes that affect one or more member agencies;
- 3. Agencies' records sections;
- 4. The orderly transmittal of inquiries regarding the handling of specific matters by NWCDS.

The operation of these Liaison Committees will be conducted under the direction of the Executive Committee, subject to the policy limitations established by the Board of Directors from time to time. Except as otherwise stated in the By-Laws, no action of the Liaison Committees shall be binding unless approved or ratified

by the Executive Committee in accordance with these By-Laws.

B. Procedure

1. Each police and fire agency, which is a member of NWCDS along with the Executive Director of NWCDS acting as Chairman, shall have one seat on its respective Liaison Committee. It is expected that most decisions will be by consensus but should voting become necessary, the following procedure shall apply:
 - a. One vote only shall be cast by each representative of each member agency (or by his designated alternate, if such representative is absent) as the official representative to the Liaison Committee. The Chairman shall not vote except in the case of a tie vote.
 - b. No proxy votes or absentee voting shall be permitted except as otherwise provided in these By-Laws.
 - c. A quorum for the transaction of all business by the Liaison Committee shall consist of a majority of the official representatives present at any regular or special meeting.

C. Meetings

Meetings of the Liaison Committees shall be held as deemed necessary and appropriate by the membership.

D. Duties of the Liaison Committees

The Liaison Committees shall:

1. Be the personal contact at each member's police or fire department for the NWCDS Executive Director in matters of daily procedural concern;
2. Provide liaison to the NWCDS Executive Director in the coordination and preparation of unified procedures;
3. Be a resource for the Executive Committee in researching special topics of interest;
4. Forward complaints or compliments concerning the operation of NWCDS to the NWCDS Executive Director from their respective agencies;
5. Perform any other related duties as required by the Executive Committee.

ARTICLE VII. BUDGET

- A. The fiscal year of NWCDS shall commence January 1st and end on December 31st.
- B. An annual budget shall be adopted by the Board of Directors at its regular September meeting each year.
 - 1. The Executive Director of NWCDS shall prepare a proposed annual budget for the Executive Committee.
 - a. Not later than September each year, the Executive Committee shall review the proposed annual budget and make such modifications as it deems proper;
 - b. Following approval by the Executive Committee, the proposed budget shall be submitted to the Board of Directors.
 - 2. Prior to the September board meeting, copies of the proposed budget shall be delivered to the Manager or Administrator of each participating municipality.
- C. Upon approval of the annual budget, the Board of Directors shall have the authority to fix cost-sharing charges for all participants in NWCDS of an amount sufficient to provide the funds required by the current annual budget.
 - 1. Billing shall commence January 1st of each year. Any participating member whose charges have not been paid within forty-five (45) days after billing shall be assessed interest on the delinquent payment(s) at a rate not to exceed the maximum authorized by the Bond Authorization Act, as amended, at the time the payment becomes delinquent. The member shall not be entitled to further voting privileges on the Board of Directors or the Executive Committee nor shall any representative hold any office until such time as all delinquent payments and interest have been paid.
 - 2. All activities related to the operation of a centralized police, fire and other emergency dispatching system of NWCDS will be cost shared by the members. Each member's share shall be based on a weighted percentage formula of the number of incoming emergency telephone calls received by NWCDS and the number of calls assigned for police and/or fire and/or EMS service at a 50-50 split. A 2% minimum share cost will be applied.

Each member's cost share shall be approved by the Board of Directors annually. Such cost sharing determination shall be made based upon statistical information for the activity generated from September of the

preceding calendar year through August of the current calendar year and are submitted to the Board of Directors in September.

3. Communities will be credited through assessments with 90% of the revenue generated from alarms installed in their community and monitored by the Center net of expenses required to monitor the alarm board. The remaining 10% of Alarm Monitoring revenues will be used to fund Capital Projects.
 4. Only communities sharing like services other than those related to the operation of a central police, fire and other emergency dispatching system will proportionately share the expenses directly related to those services.
 5. If NWCDS offers dispatch services to other government entities on a contractual basis, the fee will be calculated on a per call basis, subject to annual budget increases. A down payment to be held in escrow may be required at the Board of Directors' discretion.
- D. Whenever a member relocates its communication equipment and/or the communication equipment of NWCDS to another location, and/or adds additional communication equipment to the member's communication system, thereby increasing NWCDS' operational responsibilities, obligations, or costs, any and all costs incurred by NWCDS as a result of the aforesaid relocation of communications equipment or the aforesaid adding of additional communication equipment to the member's communication system, including, but not limited to, any costs incurred by NWCDS for the purchase and installation of new or additional equipment, all the aforesaid costs, and any additional costs, including but not limited to, the costs to install communication lines, shall be paid by that member and not by NWCDS. Notwithstanding any provisions in these By-Laws or this paragraph D to the contrary, no member of NWCDS shall relocate the equipment or property of NWCDS, or by any means increase NWCDS' operational responsibilities, obligations and/or costs, including but not limited to, costs to be incurred by NWCDS for the purchase of new or additional equipment, without first obtaining authorization from NWCDS' Executive Committee to relocate NWCDS' equipment and property, and/or increase NWCDS' operational responsibilities. Obligations and/or costs, including but not limited to, costs to be incurred by NWCDS for the purchase of new or additional equipment. In addition, in the event NWCDS pays the costs of maintaining any new equipment or additional equipment and/or property acquired in accordance with this paragraph D said additional equipment and/or property shall become the equipment/property of NWCDS as set out in paragraph 12.3 of these By-Laws notwithstanding the fact the existing member shall pay the costs of the purchase and installation of said equipment/property.
- E. Each member shall take all required actions to authorize the funds necessary to meet its obligations under these By-Laws.

- F. Purchases and/or letting contracts shall be done in accordance with procedural guidelines established by resolution of the Board of Directors.
- G. After adoption of the annual budget by the Board of Directors, the Executive Director and the Executive Committee shall make all expenditures in accordance with such budget.
 - 1. The Executive Director of NWCDS shall have the power to transfer funds within the total budget amount in order to meet unanticipated needs or to meet changed situations.
 - 2. Such action of the Executive Director shall be reported to the Board of Directors and the Executive Committee in the Director's next meeting report. The Board of Directors and/or the Executive Committee may establish procedures and limitations as may be necessary to preserve the integrity and purpose of the approved budget.

ARTICLE VIII, AUDIT

- A. The Board of Directors shall call for an annual audit of the financial affairs of NWCDS, to be made by a Certified Public Accountant at the end of each fiscal year in accordance with generally accepted auditing principles.
- B. An original copy of the annual audit report shall be delivered to each member municipality.

ARTICLE IX. WITHDRAWAL, TERMINATION AND DISSOLUTION

- A. Any member municipality may withdraw from NWCDS subject to the provisions of this article.
 - 1. Such withdrawing member shall give written notice of withdrawal in the form of a certified copy of an ordinance passed by its corporate authorities, a copy of which must be sent to the Executive Director of NWCDS, as well as the Chairman of the Executive Committee and Chairman of the Board of Directors.
 - 2. Prior thirty-day (30) notice to any member of its nonpayment of cost-sharing charges as set forth herein, and/or the refusal or declination of any member municipality to be bound by any obligation of NWCDS shall also constitute notice of withdrawal of such municipality, which withdrawal shall become effective on the 30th day after mailing of said notice.
 - 3. Withdrawal of a member shall also constitute withdrawal of its members to

the Board of Directors and to the Executive Committee and to each of the Liaison Committees.

4. The withdrawing member shall forfeit any and all interest, right and title to NWCDS property and assets of any type whatsoever.
5. The withdrawing member shall be liable for all costs incurred by NWCDS as a result of the member's separation and withdrawal. This may include, but is not necessarily limited to, legal fees, court costs and interest on late payment of obligations.

B. Upon any such notice of withdrawal:

1. Withdrawal shall take effect on the date one (1) year from date of such written notification;
2. Upon withdrawal, the withdrawing member shall continue to be responsible for:
 - a. One hundred (100%) per cent of its prorata share of any unpaid obligations to date of withdrawal;
 - b. One hundred (100%) per cent of its prorata share of any contractual or lease obligations of NWCDS which were incurred during the period the municipality was a member or which were assumed during its membership;
 - c. For any contractual obligations it has separately signed with NWCDS.
 - d. The term "pro rata share" as used in Article IX of the Northwest Central Dispatch System By-Laws, shall mean a percentage of all the System's costs, which include but are not limited to those costs identified in B.2.a) and B.2.b) set out above.

The percentage shall be computed as defined in Article VII, paragraph C.2 for the last complete calendar year preceding the withdrawing member's effective date of withdrawal.

C. Upon adoption of an Ordinance by a majority of the participating member municipalities to dissolve, the NWCDS Venture Agreement and NWCDS shall be terminated and dissolved in accord with the provisions hereof.

1. Upon such termination and dissolution (and after payment of all debts) all individual files and documentation shall be distributed to the member community, which has jurisdiction of the subject matter of the file or documentation without charge or offset.

2. The fixed assets of NWCDS shall be sold by sealed bid after prior thirty-day (30) public notice. The proceeds from the sale of the fixed assets and all cash, less the payment of any and all liabilities, shall be divided among the members in proportion to their average respective regular and special assessment payments for the preceding three (3) fiscal years. If liabilities exceed all assets, the difference shall be made up by contributions by all members on a proportionate basis according to the then prevailing annual budget assessment formula.

ARTICLE X. INDEMNIFICATION

- A. Each member which is subject to a claim, of any nature, which arises as a consequence of the acts or omissions of such member's personnel in responding to, or providing emergency services pursuant to a dispatch via the System (hereinafter "Claim") shall, at such member's sole expense, indemnify and save free and harmless any other member, and its officers, employees and agents from any cost, expense, attorney fees, judgment or liability of any nature when any other member is/are subject to the same claim solely as a consequence of such other member being a member of this NWCDS.

Additionally, in the event NWCDS and/or its Directors, officers, employees and agents are subject to a Claim of any nature which arises as a consequence of the acts or omissions of member's personnel in responding to or providing emergency services pursuant to a dispatch by NWCDS, such member shall at its-sole expense, indemnify and save free and harmless from any cost, expense, attorney fees, judgments or liability of any nature the System and/or its officers, Directors, employees and agents unless it is determined that the officers, Directors, employees and/or agents of the NWCDS acted in a willful and wanton manner in connection with dispatching the personnel of the member.

- B. In the event that any member municipality should file suit or an action against NWCDS, all representatives of that member shall be prohibited from attending any meetings or discussions or having access to the results of such meetings related to the defense of the suit or action. The member's representatives shall have no direct access to any written communication concerning the matter except by legal process; and no representative of the member shall be allowed to vote on any issue related to the suit or action.

ARTICLE XI. AMENDMENTS TO THE BY-LAWS

Amendments to the By-Laws. These by-laws may be amended only as set forth in Section 8 of the Venture Agreement. Section 8 of the Venture Agreement is restated for

convenience below:

8. Any member of the Board of Directors or any member of the Executive Committee may propose an amendment to the By-Laws. No amendment, however, shall be in conflict with or purport to amend this agreement in any way. Amendments to the By-Laws shall be made only upon a three-fourths (3/4) vote of the members of the Board of Directors then holding office. The chairman of the Board of Directors shall have only one (1) vote on a motion to amend the By-Laws, even in the case of a tie.

ARTICLE XII. EFFECTIVE DATE

These By-Laws shall go into effect immediately upon adoption by the Board of Directors.

Adopted by the Board of Directors on November 17, 2016



Secretary of the Board



Agenda Item Details

Meeting	Dec 18, 2023 - Village Board Regular Meeting Agenda
Category	13. New Business - All Listed Items for Discussion and Possible Action
Subject	O. Resolution Approving and Authorizing the Execution of an Amended and Restated Northwest Central Dispatch System Venture Agreement and Related By-Laws by and among the Village of Wheeling and Several Other Local Municipalities
Access	Public
Type	Action
Recommended Action	Motion to Approve
Goals	Governance

Public Content

From: James V. Feroio – Klein, Thorpe and Jenkins, Ltd.
Subject: Northwest Central Dispatch Governing Documents

EXECUTIVE SUMMARY

The attached resolution and immediately preceding ordinance approve and authorize the Village President to execute the amended and restated Northwest Central Dispatch Intergovernmental Agreement (IGA) and the Northwest Central 9-1-1 System IGA. The approval of both documents is necessary to facilitate the relocation of Wheeling's Police and Fire dispatch and 9-1-1 operations to the Northwest Central System as of January 1, 2025.

MEMO

On July 21, 2022 the Joint Board of the Northwest Central Dispatch System (NWCDS) and the Northwest Central 9-1-1 System (NWC911) voted to authorize Wheeling to join the NWCDS/NWC911 for police and fire emergency dispatch services. The Village has begun taking the necessary steps to leave the Regional Emergency Dispatch (RED) Center for fire dispatch services and to wind down its police dispatch services in Wheeling in order to transfer over to NWCDS/NWC911 as of January 1, 2025. The Village currently has a contract with Des Plaines to provide police dispatch services to Des Plaines through December 31, 2024. Village staff is working with Des Plaines staff in order to dissolve the Wheeling / Des Plaines Joint Emergency Telephone System Board while at the same time facilitating Wheeling moving to NWCDS/NWC911 and Des Plaines moving to the Cook County Dispatch/9-1-1 System. The ordinance and resolution that are on the December 18 agenda approve the governing documents of both NWCDS and NWC911. The approval will facilitate the Village moving forward with its dissolution of the Wheeling / Des Plaines JETSB and consolidating its police and fire dispatch operations at Northwest Central as of January 1, 2025.

Strategic Plan Theme:
Governance

[Exhibits.pdf \(845 KB\)](#)

[Resolution Authorizing Execution of Restated NW Dispatch System Venture Agmt..pdf \(19 KB\)](#)

Administrative Content

Plan Narrative # 5

Telephone Companies (page 7 of Consolidation Plan)

AT&T

T-Mobile

Sprint

Plan Narrative # 12

CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

This agreement is made between the 9-1-1 Authority, and the (Public Safety Agency)
Wheeling Police, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

(9-1-1 System Name) Northwest Central 9-1-1 System receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: PD-1 (Site 49, Starcom) (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: PD-1 (backup on County Site Starcom) (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity number)

AID OUTSIDE JURISDICTION BOUNDARIES

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

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

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

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

All agreements, management, records, and service will be the responsibility of the 9-1-1 authority.

Northwest Central 9-1-1 System

9-1-1 Authority

By

Title Executive Director

Wheeling Police Department

Public Safety Agency

By

Title Chief of Police

CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

This agreement is made between the 9-1-1 Authority, and the (Public Safety Agency)
Wheeling Fire Department, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

(9-1-1 System Name) Northwest Central 9-1-1 System receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: FD-2 (Site 49, Starcom) (State Specific Procedures if radio frequency-identity number, if talk group-identity name, if telephone-identity telephone number)

Secondary: Fire North (VHF 154.235) (State Specific Procedures if radio frequency-identity frequency number, if talk group-identity name, if telephone-identity number)

AID OUTSIDE JURISDICTION BOUNDARIES

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

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

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

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

All agreements, management, records, and service will be the responsibility of the 9-1-1 authority.

Northwest Central 9-1-1 System

Wheeling Fire

9-1-1 Authority

Public Safety Agency

By [Signature]

By Scott Salala

Title Executive Director

Title Fire Chief



Northwest Central 9-1-1 System

1975 EASTDAMS STREET / ARLINGTON HEIGHTS, ILLINOIS 60005 / (847) 398-1130, FAX (847) 398-2498
ENHANCED 9-1-1 SYSTEM SERVING

ARLINGTON HEIGHTS - BARRINGTON - BARRINGTON COUNTRYSIDE FIRE - BUFFALO GROVE - ELK GROVE VILLAGE - HOFFMAN ESTATES -
INVERNESS - INVERNESS FIRE - MOUNT PROSPECT - PALATINE - PROSPECT HEIGHTS - ROLLING MEADOWS - SCHAUMBURG - STREAMWOOD

*example call handling agreement
- member police dept. in NWCDs*

December 5, 2023

Chief Shawn Taylor
Streamwood Police Department
401 East Irving Park Road
Streamwood, IL 60107

RE: Continuation of 9-1-1 Call Handling Agreement

Dear Chief Taylor:

A cooperative agreement, initially executed on June 29, 1989, was entered into between your agency and the Northwest Central 9-1-1 System, as participating agency, for the handling of 9-1-1 calls.

Under terms of the Emergency Telephone System Act notification of the continuation of the agreement must be made on an annual basis.

Unless we hear to the contrary within fifteen days, we will assume that the agreement remains in full force and effect.

There is no need to respond to this notification unless it is your desire to modify the agreement or to withdraw from it.

Sincerely,

John Ferraro
Executive Director



Northwest Central 9-1-1 System

1975 EASTDAMS STREET / ARLINGTON HEIGHTS, ILLINOIS 60005 / (847) 398-1130, FAX (847) 398-2498
ENHANCED 9-1-1 SYSTEM SERVING

ARLINGTON HEIGHTS - BARRINGTON - BARRINGTON COUNTRYSIDE FIRE - BUFFALO GROVE - ELK GROVE VILLAGE - HOFFMAN ESTATES -
INVERNESS - INVERNESS FIRE - MOUNT PROSPECT - PALATINE - PROSPECT HEIGHTS - ROLLING MEADOWS - SCHAUMBURG - STREAMWOOD

*Example call handling agreement
- member fire dept in NWCS*

December 5, 2023

Chief Jim Walters
Schaumburg Fire Department
1601 N. Roselle Road
Schaumburg, IL 60195

RE: Continuation of 9-1-1 Call Handling Agreement

Dear Chief Walters:

A cooperative agreement, initially executed on October 17, 2006, was entered into between your agency and the Northwest Central 9-1-1 System, as participating agency, for the handling of 9-1-1 calls.

Under terms of the Emergency Telephone System Act notification of the continuation of the agreement must be made on an annual basis.

Unless we hear to the contrary within fifteen days, we will assume that the agreement remains in full force and effect.

There is no need to respond to this notification unless it is your desire to modify the agreement or to withdraw from it.

Sincerely,

John Ferraro
Executive Director

example call handling agreement
- Wheeling prior to transition to NWCC



Northwest Central 9-1-1 System

1975 EASTDAVIS STREET / ARLINGTON HEIGHTS, ILLINOIS 60005 / (847) 398-1130, FAX (847) 398-2498
ENHANCED 9-1-1 SYSTEM SERVING

ARLINGTON HEIGHTS - BARRINGTON - BARRINGTON COUNTRYSIDE FIRE - BUFFALO GROVE - ELK GROVE VILLAGE - HOFFMAN ESTATES -
INVERNESS - INVERNESS FIRE - MOUNT PROSPECT - PALATINE - PROSPECT HEIGHTS - ROLLING MEADOWS - SCHAUMBURG - STREAMWOOD

December 5, 2023

Rocella Rodgers - Director
Wheeling 9-1-1
1 Community Blvd.
Wheeling, IL 60090

RE: Continuation of 9-1-1 Call Handling Agreement

Dear Director Rodgers:

In August of 1991, a cooperative agreement was entered into between your agency and the Northwest Central 9-1-1 System, as participating agencies, for the handling of 9-1-1 calls.

Under terms of the Emergency Telephone System Act notification of the continuation of the agreement must be made on an annual basis.

Unless we hear to the contrary within fifteen days, we will assume that the agreement remains in full force and effect.

There is no need to respond to this notification unless it is your desire to modify the agreement or to withdraw from it.

Sincerely,

John Ferraro
Executive Director

example call handling agreement
- Red Center prior to Wheddy transition to NWCS



Northwest Central 9-1-1 System

1975 EASTDAVIS STREET / ARLINGTON HEIGHTS, ILLINOIS 60005 / (847) 398-1130, FAX (847) 398-2498
ENHANCED 9-1-1 SYSTEM SERVING

ARLINGTON HEIGHTS - BARRINGTON - BARRINGTON COUNTRYSIDE FIRE - BUFFALO GROVE - ELK GROVE VILLAGE - HOFFMAN ESTATES -
INVERNESS - INVERNESS FIRE - MOUNT PROSPECT - PALATINE-PROSPECT HEIGHTS - ROLLING MEADOWS - SCHAUMBURG - STREAMWOOD

December 5, 2023

Mr. Chris Lienhardt, Director
R.E.D. Center
1842 Shermer Road
Northbrook, IL 60062

RE: Continuation of 9-1-1 Call Handling Agreement

Dear Mr. Lienhardt:

In August of 1991, a cooperative agreement was entered into between your agency and the Northwest Central 9-1-1 System, as participating agencies, for the handling of 9-1-1 calls.

Under terms of the Emergency Telephone System Act notification of the continuation of the agreement must be made on an annual basis.

Unless we hear to the contrary within fifteen days, we will assume that the agreement remains in full force and effect.

There is no need to respond to this notification unless it is your desire to modify the agreement or to withdraw from it.

Sincerely,

John Ferraro
Executive Director



Northwest Central 9-1-1 System

1975 EASTDAMS STREET / ARLINGTON HEIGHTS, ILLINOIS 60005 / (847) 398-1130, FAX (847) 398-2498
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*Example call handling agreements
- Elgin PD*

December 5, 2023

Chief Ana Lalley
Elgin Police Department
151 Douglas Avenue
Elgin, IL 60120-5503

RE: Continuation of 9-1-1 Call Handling Agreement

Dear Chief Lalley:

In 1990, a cooperative agreement was entered into between your agency and the Northwest Central 9-1-1 System, as participating agencies, for the handling of 9-1-1 calls.

Under terms of the Emergency Telephone System Act notification of the continuation of the agreement must be made on an annual basis.

Unless we hear to the contrary within fifteen days, we will assume that the agreement remains in full force and effect.

There is no need to respond to this notification unless it is your desire to modify the agreement or to withdraw from it.

Sincerely,

John Ferraro
Executive Director



Northwest Central 9-1-1 System

1975 EASTDAMS STREET / ARLINGTON HEIGHTS, ILLINOIS 60005 / (847) 398-1130, FAX (847) 398-2498
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example call handling agreement
- DuPage ETSB

December 5, 2023

Linda Zerwin
DuPage ETSB Executive Director
420 N County Farm Road
Wheaton, IL. 60187

RE: Continuation of 9-1-1 Call Handling Agreement

Dear Executive Director Zerwin:

A cooperative agreement was entered into between your agency and the Northwest Central 9-1-1 System, as participating agencies, for the handling of 9-1-1 calls.

Under terms of the Emergency Telephone System Act notification of the continuation of the agreement must be made on an annual basis.

Unless we hear to the contrary within fifteen days, we will assume that the agreement remains in full force and effect.

There is no need to respond to this notification unless it is your desire to modify the agreement or to withdraw from it.

Sincerely,

John Ferraro
Executive Director

9-1-1 CPE Contract

Comtech Solacom Technologies Inc.

**Sales Agreement
Between
Solacom Technologies, Inc.
and
Northwest Central Dispatch System**

This agreement is made this 9th Day of December, 2019 between Solacom Technologies, Inc. of 80 Jean Proulx Street, Gatineau, Quebec, Canada, J8Z 1W1 (hereinafter "Solacom"), and the Northwest Central Dispatch system (NWCDS), 1975 East Davls Street (hereinafter NWCDS), collectively referred to as the "Parties".

RECITALS

- A. Solacom is in the business of designing and developing equipment for 9-1-1 centers.
- B. NWCDS is a governmental organization located in and organized under the laws of the State of Illinois.
- C. The NWCDS wishes to contract with Solacom and Solacom wishes to contract with NWCDS to design and install an enhanced 9-1-1 system.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

SECTION ONE TERM OF AGREEMENT

This agreement will become effective on will continue in effect until obligations contained herein are completed, or the agreement is terminated as provided in subsequent sections.

SECTION TWO OBLIGATIONS OF SOLACOM

2.1 Services to be Performed by Solacom:

- a. Solacom shall deploy a state-of-the-art, enhanced 9-1-1 system and provide complete project management, support and coordination for the installation, configuration and testing of all systems (the "System") included in this proposal in the locations indicated in Exhibit B (NWCDS Statement of Work).
- b. Solacom shall provide the equipment identified in Exhibit A (Solacom Quote number 190410-04-TM_V08 dated November 27, 2019) and more particularly described in Exhibit B, attached hereto, and incorporated herein by reference. Changes to Exhibit A will be represented in Exhibit B. Therefore, in the event of a discrepancy between Exhibit A and Exhibit B, Exhibit A will be considered accurate and current. Modifications, additions, or deletions from Exhibit A will be illustrated in a Change Order (CO) and will be approved by both parties. Such COs will be considered as an addendum to this agreement.
- c. Solacom shall provide maintenance and support of the System on the terms and conditions set forth in the MAINTENANCE AND SERVICE AGREEMENT - HARDWARE, marked Exhibit C, and MAINTENANCE AND SERVICE AGREEMENT - SOFTWARE, attached hereto, and incorporated herein by reference.
- d. Absent any delays arising from NWCDS act(s) or its failure to act within a reasonable time Solacom shall have completed its obligations set forth in "a" and "b" above and Cutover shall occur on or before 150 days after the effective date of this agreement.

2.2 Solacom to Determine Manner of Performance:

In general, Solacom will choose the method and means it will use to perform the services described in Paragraph 2.1; the parties may, from time to time collaborate in making these choices, but such collaboration will not be deemed to abridge Solacom's privilege to decide the manner of its performance in the event the parties cannot agree.

2.3 Employees and Assistants of Solacom:

Solacom may, at its expense, employ persons to assist it in completing its obligations under this agreement. NWCDS has no authority to direct, supervise, or otherwise control Solacom employees and assistants in the performance of their duties. Section 5.10 of this Agreement shall also apply to this provision.

2.4 Required Equipment:

Solacom will provide all required tools, instrumentation, and other equipment required to perform the services described in Paragraph 2.1.

2.5 Place of Performance:

Solacom will perform the services described in Paragraph 2.1 in appropriate facilities. Said services will be performed during NWCDS regular business hours whenever possible, but the parties agree that exceptions may occasionally be required, and when needed, said exceptions will be negotiated in good faith by the parties. Solacom shall make best effort arrangements to schedule its employees performing the services described in Paragraph 2.1 so that their work after hours does not cause NWCDS to incur additional charges.

2.6 Compliance with Law:

Solacom will give all notices and comply with all laws and ordinances applicable to this project to be licensed to do business in the State of Illinois.

2.7 Affirmative Action:

Solacom will take affirmative action in complying with all Federal and state requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.

2.8 Other Insurance:

Solacom will acquire other insurance policies, in a minimum aggregate amount of one million dollars (\$1,000,000.00) insuring against the commission of any negligent act or acts by Solacom, its employees or agents, during the performance of Solacom's obligations under this agreement;

**SECTION THREE
OBLIGATIONS OF NWCDS**

3.1 Compensation:

- a. In consideration of the work to be performed and the equipment to be furnished pursuant to paragraphs "a" and "b" of Section 2.1 above, NWCDS will pay Solacom a total of \$464,673.75 as follows:

- (i) Upon the effective date of signing of the agreement, NWCDS will pay Solacom \$ 150,000.00.
- (ii) Upon shipment, NWCDS will pay Solacom \$ 150,000.00;

After shipment, NWCDS shall have Ninety (90) days in which to use, inspect, test, and accept the System. In the event that the NWCDS does not notify Solacom of any rejection of all or a portion of the System within the thirty day period, the System shall then be deemed to have been accepted by NWCDS.

- (iii) and upon Acceptance, shall pay Solacom \$ 164,673.75.

If the designated payment schedule is not implemented within 15 days of this agreement, Solacom may stop any work it has commenced prior to that date; in that event, within thirty days, NWCDS will compensate Solacom for work it has performed.

3.2 Duty to Cooperate:

NWCDS agrees to comply with all reasonable requests of Solacom made in connection with Solacom's performance of its obligations under this agreement. Such cooperation includes, but is not limited to, permitting the access of Solacom's employees and agents to facilities necessary to the completion of Solacom's assigned duties.

3.3 Ownership of System and Risk of loss:

Title and ownership to the System or any part thereof shall vest in NWCDS upon full payment thereof by or on behalf of NWCDS to Solacom. Risk of loss or damage to the System or any of its component shall be assumed by NWCDS from the time the System or any of its components are delivered to NWCDS. NWCDS agrees to safely store and insure the Solacom software and equipment against loss due to fire, theft, casualty, vandalism once it is delivered to the NWCDS location by its shipper in what appears to be undamaged condition and it is accepted by the NWCDS. NWCDS will name Solacom as an additional insured and beneficiary to its insurance policy in order that Solacom is deemed to have insurable interest and capacity to the policy and its coverage provisions. Furthermore, NWCDS will ensure that Solacom has full knowledge of where the equipment is stored and has the ability to access the equipment at any time should it be required to do so for any reason.

3.5 Taxes

The Compensation outlined in this agreement are inclusive of federal and state taxes due as of the date of this agreement, as assessed by the Government of the SELLER. NWCDS agrees to provide Solacom with a tax exempt certificate for its deliverable under this Agreement so that Solacom is placed in no better and no worse position than any other NWCDS in respect to state and local taxes due under similar circumstances.

The Compensation of this Agreement does not include, and Solacom and its subcontractors or its assignees or their employees (hereinafter referred to as "Solacom -Taxpayers") shall have no responsibility for paying the cost of any or all of the following (hereinafter referred to as "BUYER Taxes") presently in effect or after the date of this Agreement which may be assessed by any jurisdiction of NWCDS or any political or military, or administrative subdivision thereof with respect to events relating to or arising out of this Agreement, including but not limited to custom duties, corporate or personal income taxes and/or withholding therefore, use, transfer and NWCDS's value added taxes, medical taxes, currency conversions taxes or charges, excise taxes, fiscal duties, fiscal stamp taxes, licenses, or any other levies, charges, duties, assessments, or taxes on any kind. In the event any BUYER Taxes are imposed on and must be paid by the Solacom-Taxpayers, NWCDS will, upon submittal by Solacom of an invoice, increase the agreed Compensation by, or reimburse Solacom for, the full amount of said taxes in United States Dollars payable in Canada. In light of the foregoing provision and in order for NWCDS to evaluate its additional financial liability attributable to it, as a constructive condition precedent to the attachment of Solacom's and obligations under this Agreement, Solacom will provide NWCDS with a good faith estimate of the additional cost NWCDS can anticipate having to incur due to the international nature of this transaction. If NWCDS determines such additional cost to be grounds to reconsider the decision to make this contract award, then this Agreement shall be immediately terminated and be of no force and effect and both parties shall be treated as if this Agreement were never made. Moreover, as NWCDS will not discriminate against U.S. corporations by reimbursing foreign corporations for taxes, fees and charges that a domestic corporation performing the same contractual duties as Solacom would incur and have to pay without the benefit of reimbursement by NWCDS, NWCDS and Solacom expressly agree that NWCDS need not pay or reimburse Solacom for taxes, charges, or fees of any nature or kind which Solacom will incur as a result of or in the performance of this Agreement if said tax, charge or fee of any nature of kind would be incurred and paid by a domestic U.S. corporation were it to be awarded this Agreement instead of Solacom. The determination of what taxes, fees, and charges NWCDS pays or reimburses shall be determined by resort to other City of Xxx contracts showing a past practice that NWCDS does or does not normally pay or reimburse domestic corporations for such tax, charge or fee.

SECTION FOUR ASSIGNMENT AND TERMINATION OF AGREEMENT

4.1 Disavowal of Right to Cancel:

The parties agree that this agreement is not subject to cancellation, except as provided herein.

4.2 Bankruptcy or Insolvency as Grounds for Termination:

This agreement shall terminate at the option of either party, if the other party:

- a) admits in writing that it is unable to pay its debts as they become due;
- b) applies for or agrees to the appointment of a receiver or trustee in liquidation of such party or any of its properties;
- c) makes a general assignment for the benefit of creditors;
- d) files a voluntary petition in bankruptcy or a petition seeking reorganization or an arrangement with creditors under any bankruptcy law;
- e) is a party against whom a petition under any bankruptcy law is filed and such party admits the material allegations in such petition filed against it;
- f) is adjudicated bankrupt under any bankruptcy law.

4.3 Delinquent Payment or Delinquent or Unsatisfactory Performance as Grounds for Termination:

The parties agree, at its option and without penalty to Solacom, if NWCDS is thirty days or more past due in making any payment, Solacom may terminate all work. NWCDS will then compensate Solacom for all work acceptably performed before the date of termination. Unsatisfactory performance shall be defined as either Party's failure to fully comply with the terms of this Agreement or the Statement of Work (Exhibit B). Should either Party seek to terminate this Agreement for unsatisfactory performance, the Party seeking termination will first give the other Party written notice of the nature of the unsatisfactory performance and provide thirty (30) days opportunity for the performance to be remedied.

4.4 Termination for Default:

If any party to this agreement shall at any time fail in the performance of any of its material obligations contained herein, then, after serving a 30 day written notice of the existence and nature of such failure, and unless the cause specified in such notice shall not have been cured within the 30 days, in addition to all other remedies of law or equity, the party giving such notice may terminate this agreement, and the defaulting party shall not be relieved thereby from any damages the terminating party then or thereafter suffers. Further, with or without terminating this agreement, the non-defaulting party shall have the right to cure any breach by defaulting party for the account and at the expense of the defaulting party and offset the amount thereof against sums otherwise due the defaulting party.

4.5 Termination Without Fault

Either Party may terminate this Agreement without fault with ninety (90) day notice to the other Party. If NWCDs terminates this Agreement under this Section 4.5, NWCDs will then compensate Solacom for all work acceptably performed through the proposed date of termination.

SECTION FIVE

GENERAL PROVISIONS

5.1 Warranty:

Solacom warrants and represents to NWCDs that it has informed NWCDs before entering into this Agreement of all known bugs and defects of which it is aware that might render the product being provided under this Agreement unable to perform as it has been represented to NWCDs it will perform upon installation and once the product is in use by NWCDs. Any breach of this warranty shall be remedied at no cost to NWCDs either by: (1) Solacom's best effort attempts to cause its product to be made to conform to the representation made to NWCDs,

a. Hardware

Solacom warrants that the hardware components of the System shall be free from defects in material, workmanship and title for one (1) year from Date of Cutover of the System or eighteen (18) months from the date of shipment, whichever comes first.

Solacom warrants that the hardware components of the System that have been repaired or reconditioned by Solacom shall be free from defects in material, workmanship, and title for the remainder of the hardware warranty period or ninety (90) days from the date of shipment, whichever comes last.

Under Solacom's warranty, Solacom shall correct the failure at its option (i) by repairing the defective or damaged part or parts thereof, or (ii) by making available at Solacom's factory any necessary repaired or replacement parts. Any repaired or replacement part furnished hereunder shall be warranted for the remainder of the warranty period of the System in which it is installed. Solacom's warranty applies only to the repair or replacement of faulty or non-conforming material; labor to remove and replace such faulty material shall be provided at NWCDs's Solacom's expense.

Solacom's obligation set forth shall apply only to failures to meet the above warranties (except as to title) conditional upon NWCDs giving notice to Solacom within thirty (30) days of such occurrence and upon NWCDs returning the defective hardware to Solacom's Technical Service Centre within thirty (30) days of receiving the replacement part if an advanced part has been provided.

Notice shall be given to Solacom by contacting the Technical Support Center.

Solacom's obligations shall not apply to warranted hardware which (i) has been modified or otherwise altered, (ii) is normally consumed in operation, (iii) has a normal life inherently shorter than the warranty period, or (iv) is not properly stored, installed, used, maintained or repaired, or, (v) has been subjected to any kind of misuse or detrimental exposure, or has been involved in an accident.

With respect to equipment not manufactured by Solacom, warranty obligations shall in all respects, conform and be limited to the warranty actually extended to Solacom by its suppliers, but in no event shall Solacom's obligations be greater than those provided under the warranty agreements extended by the suppliers of the components not manufactured by Solacom.

b. Software

Solacom warrants that the software included with the System shall be free from defects in material, workmanship and title for ninety (90) days from Date of Cutover of the System. Further information on the software warranty are included in the end-user license agreements provided with the system.

With respect to software components of the System not developed by Solacom, the warranty obligations will be outlined in the license agreements of those third party software licenses.

c. General Provision – Warranty

The preceding paragraphs set forth the exclusive remedies for claims (except as to title) based upon defects in or nonconformity of the equipment of the System, whether the claim is in contract, warranty, tort (including negligence), strict liability or otherwise and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. The foregoing warranties are exclusive and in lieu of other warranties, whether oral, written, expressed, implied or statutory. **NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. IN NO EVENT SHALL SOLACOM BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES.** Solacom does not warrant that NWCDS's operations will be uninterrupted or error free.

5.2 Software License:

Solacom grants NWCDS a non-transferable, non-exclusive license for the useful life of the System to use the Software (including related documentation) solely to maintain and operate the System provided that NWCDS:

- a) does not allow any aspect of the Software to be disclosed to a third party without Solacom's written consent and makes reasonable efforts to ensure that its employees are aware of this obligation;
- b) uses the System solely for the purpose intended under the agreement;
- c) does not copy any part of the Software without Solacom's consent and does not attempt to develop any source code from the Software; and
- d) returns to Solacom or erases or destroys any Software on any media being recycled or discarded and so certifies to Solacom, within 30 days of notice of default given by the Solacom, provided said default is not cured within 30 days.
- e) does not transfer, by means of assignment or sub-license, the right to use the Software to any other third party;
- f) has complied with the covenants and obligations under this agreement.

NWCDS agrees that all training and procedural materials developed by Solacom in conjunction with the Software shall be the property of Solacom. NWCDS further agrees that additions and supplements to the Software which may be developed for NWCDS through the reimbursed or unreimbursed efforts of Solacom employees or agents, whether or not in conjunction with NWCDS's employees or agents, is the exclusive property of Solacom, unless otherwise specifically agreed to in writing.

Solacom (and its designated agents) may conduct inspections or audits at NWCDS's offices in order to ensure compliance with the obligations stated in the present section. If NWCDS any compliance obligation stated in the present agreement following an inspection or audit or the number of actual users exceeds the number of available licenses by more than 5%, the costs to conduct said inspection or audit shall be borne by NWCDS.

5.3 Proprietary Rights:

Solacom retains for itself, and NWCDS acknowledges that Solacom so retains, all copyright and all other proprietary rights in and to all designs, engineering details, and the Software pertaining to the System. The Software and the configuration of the Equipment shall be the property and trade secrets of Solacom. Unless Solacom and NWCDS otherwise agree in writing, Solacom shall not be obligated to disclose to NWCDS any proprietary information or to give City of Xxx any artwork or tools, including drawing and production aids developed by Solacom.

Moreover, all data, software, source codes initially incorporated in Solacom's product or software shall remain the property of the Solacom.

All other data, designs, inventions, improvements, discoveries or creations that derive or arise from Solacom's initiative or activities, including those that derive or arise through its performance of the present agreement, shall be and remain the property of the Solacom.

5.4 Liability:

Solacom's sole obligation and liability and NWCDS's sole remedy for Solacom's negligence, breach of warranty, breach of contract or for any other liability in any way connected with or arising out of this agreement or the System shall be as follows:

- a) In all situations involving performance or non-performance of the System, NWCDS's sole remedy shall be as stipulated in the warranty clause of this agreement.

- b) For any other claim concerning performance or non-performance by Solacom OR NWCDs pursuant to, or in any other way related to the subject matter of this agreement or any order under this agreement, the injured party shall be entitled to recover actual damages; provided that the responsible party's liability for damages for any cause whatsoever, and regardless of the form of the action, whether in contract or in tort (including negligence), shall be limited to an amount equal to the compensation paid by NWCDs to Solacom as stated in paragraph 3.1 (a).
- c) IN NO EVENT SHALL SOLACOM OR NWCDs BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SYSTEM OR PARTS OF THE SYSTEM, THE SUPPLIES OR REPLACEMENT PART OR SERVICE FURNISHED HEREUNDER.

5.5 Indemnification by Solacom and NWCDs:

Each Party shall indemnify, hold harmless and defend the other Party, its affiliates, parents, directors, officers, representatives, employees and agents from and against any and all damages, claims, losses and costs, whether it arises in contract or in tort arising out of or related to the performance or nonperformance of any obligation, responsibility or commitment of such Party or its agents or representatives as set forth in this agreement. Either party's obligation to indemnify, as stated in this section, shall be limited to an amount equal to the compensation paid by NWCDs to the Solacom as stated in paragraph 3.1 (a).

Notwithstanding the above, to the extent a claim involves personal injury or property damage done to a person who is not a party to this agreement; each party agrees to indemnify the other party for its adjudged fault and consequential financial liability limited to \$2,000,000 USD.

5.6 Other Communications as Part of Agreement:

Following the execution of this Agreement, no letter, facsimile transmission, telegram, electronic mail, or other communication passing between the parties, concerning any matter during this agreement period, shall be deemed a part of this agreement, nor shall it have the effect of modifying or adding to this agreement unless it is distinctly stated in such letter, facsimile transmission, telegram, electronic mail, or communication that it is to constitute part of this agreement and is to be attached as an amendment to this agreement and unless it is signed by the parties.

Furthermore, no design change, variation, addition, deletion (which term includes lining out), rider, modification to the Statement of Work stated in Exhibit B, or amendment to the agreement shall be binding unless it is incorporated into it by written amendment executed by NWCDs and Solacom.

5.7 Waiver as Affecting Future Performance:

The waiver by, or the failure to take action with respect to, any breach of any term, covenant, or condition of this agreement shall not be deemed to be a waiver of such term, covenant, or condition, on any subsequent breach of the term, covenant, or condition. The subsequent acceptance of payments under the agreement shall not be deemed to be a waiver of any preceding breach of any term, covenant, or condition other than the failure to pay the particular payment.

No covenant or condition of this agreement may be waived by any party hereto except by the written consent of that party, and forbearance or indulgence by that party in any regard whatsoever and no matter how long shall not constitute a waiver of the covenant or condition and, until performed or waived in writing, that party shall be entitled to invoke any remedy available to that party under this agreement or by law, despite the forbearance or indulgence. Finally, no waiver shall be valid, binding or affect the rights of the Parties unless it is made in writing and signed by both of the Parties.

5.8 Force Majeure:

This agreement is subject to force majeure, and is contingent on strikes, accidents, acts of God, weather conditions, inability to secure labor, fire regulations or restrictions imposed by any governmental agency, or other delays beyond the control of the parties. If the delivery of the whole or any part of the merchandise or performance of all or any of the services contemplated under this agreement within the term of this agreement is prevented by any cause of force majeure, then this agreement shall be void without penalty to either party for any such portion or obligation not delivered or performed.

5.9 Law Governing and Place of Suit:

This agreement shall be construed under the laws of the State of Illinois, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of State of Illinois, and each party waives the right to change of venue.

5.10 Partnership not Intended or created:

Nothing in this agreement is intended, or shall be deemed, to constitute a partnership or joint venture between the parties. In the performance of the agreement, Solacom shall be considered an Independent contractor, and not an employee of NWCDS

5.12 Severability of Agreement:

It is understood and agreed by the parties that if any part, term, or provision of this agreement is held by the courts to be illegal or in conflict with any law of the state whose laws govern this agreement, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held to be invalid.

5.13 Instrument as Entire Agreement:

This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party that are not contained in this written agreement shall be valid or binding; this agreement may not be enlarged, modified, or altered except in writing signed by the parties and endorsed on this agreement.

5.14 Use of Pronouns:

Feminine or neuter pronouns shall be substituted for those of masculine form or vice versa, and the plural shall be substituted for the single number or vice versa in any place in which the context may require such substitution.

5.15 Clause Headings:

The clause headings appearing in this agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they appertain.

5.16 Definition of Words Denoting Time:

Unless otherwise provided in this agreement, the word "year" shall be construed to mean a calendar year of 365 days, the word "month" shall be construed to mean a calendar month, the word "week" shall be construed to mean a calendar week of seven days, and the word "day" shall be construed to mean a period of 24 hours running from midnight to midnight.

5.17 Definition of "Laws and Ordinances":

The term "Laws and Ordinances" shall mean all present and future applicable laws, ordinances, rules, regulations, permits, authorizations, orders and requirements of all federal, state, city and municipal governments, the departments, bureaus or commissions, authorities, boards or officers, or any other governmental body or bodies exercising similar function, having or acquiring jurisdiction of, or which may affect or be applicable to, the design and development of enhanced 9-1-1 centers, and similarly, the phrase "Law and Ordinance" shall be construed to mean the same as the above in the singular instead of the plural.

5.18 Definition of Cutover:

The term "Cutover" shall mean that time when the entire System contemplated in this agreement is operational and in use by NWCDS personnel for its intended purpose.

5.19 Information to Be Confidential:

To the extent permitted by the Law of the State of Illinois, all information, whether printed, written, or oral, in answer to special inquiry or voluntarily furnished by Solacom, or agents or employees, to NWCDS, its agents or employees, shall be held in confidence by NWCDS and for business purposes only. NWCDS cannot agree to cancel the operation of Illinois law or permit the use of the law of other states to govern its public contracts.

5.20 Execution of Additional Instruments:

Each party, at any time, at the other's request, shall execute, acknowledge, and deliver any instrument or conveyance that may be necessary or proper to carry out the provisions of this agreement.

5.21 Disputes:

The Parties hereto agree that they shall first endeavor to settle all claims, controversies, or disputes arising out of or relating to the present agreement involving threatened, alleged, or actual breach of either Parties obligations stated herein, including without limitation, any claim, controversy, or dispute concerning any determination, negotiation, or agreement to be reached by the Parties under this agreement (hereinafter hereafter referred to as "Dispute") by good faith negotiations.

In the event that these negotiations do not resolve the Dispute, then the Parties agree to undergo mediation under the current rules of the American Arbitration Association (AAA) in effect on the time of signing of the present agreement. Any dispute which remains unresolved thirty (30) calendar days after the appointment of a mediator shall be settled by binding arbitration by a sole arbitrator in accordance with the AAA Rules in effect on the time of signing of the present agreement. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1-16 to the exclusion of state laws inconsistent therewith, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator is not empowered to award punitive damages or damages in excess of compensatory damages as hereinbefore provided and each party hereby irrevocably waives any right to recover such punitive or excess damages.

5.22 Binding effects:

This agreement shall inure to the benefit of and be binding on the parties, and heirs, legal representatives, assignees, and successors of the parties.

Neither Party shall be entitled to neither assign nor transfer all or any of its rights, benefits and/or obligations under this agreement without the prior written consent of the other Party. However, it is understood, agreed, and intended by Solacom and NWCDS that, following installation and cutover, the Solacom software will be used in a multi-jurisdictional public safety communication system. NWCDS shall use its best efforts to ensure that all users of software will comply to the provisions of the software license granted herein; and that it will use its best efforts to compel all users NWCDS those software license.

5.23 Notices:

Any notice shall be in writing and may be delivered by personal delivery to an officer or other responsible employee or the addressee, by registered mail, or by facsimile or other electronic means that provides a paper record of the text of the notice, addressed to the Party for whom it is intended at the address in the agreement or at the last address of which the sender has received notice in accordance with this section. Any notice personally delivered shall be deemed to have been validly and effectively given on the date of such delivery. Any communication sent by registered mail shall be deemed to have been validly and effectively given on the fourth business day following the day on which it was sent. Any notice sent by facsimile or other electronic means that provides a paper record of the text of the notice shall be deemed to have been validly and effectively given on the business day on which it was sent.

All such notices shall be addressed to the party to whom it is directed at the following addresses:

If to NWCDS:
Northwest Central Dispatch System
1975 E. Davis St.
Arlington Heights, IL 60005

Attention: John Ferraro
Telephone: 847-590-3407 (office)
Telephone: 708-446-1037 (cell)

Email: jferraro@nwcds.org

If to Comtech Solacom:
Solacom Technologies Inc.
80 Jean Proulx
Galineau, Québec, Canada
J8Z 1W1

Attention: Suzanne Larsen
Telephone: 613-693-0641 x351
Telecopier: 613-693-0642

Email: Suzanne.larsen@comtechtel.com

In witness whereof, the parties have executed this agreement on, the day and year first above written:

Comtech Solacom Technologies Inc.

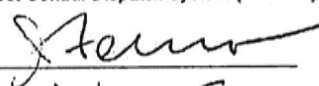
By:  _____

NAME: Suzanne Larsen

TITLE: Chief Operating Officer

12/10/2009

Northwest Central Dispatch System (NWCDS)

By:  _____

Name: John Ferraro

Title: Executive Director

**APPENDIX B
NWCDS, ILLINOIS STATEMENT OF WORK**

SOLACOM

A Subsidiary of
Comtech Telecommunications Corp.

**Next Generation 9-1-1
(NG9-1-1) Systems
for
Northwest Central Dispatch, IL**

Statement of Work

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1. Overview of Guardian 911 Solution

Comtech-Solacom Technologies, Inc (hereinafter referred to as Solacom) provides Next Generation 9-1-1 (NG9-1-1) systems and related services for critical emergency service agencies (hereinafter referred to as Customer and/or NWCDS) demanding high reliability backed by exceptional customer service. A purpose-built solution for the demanding requirements of 9-1-1 call processing, modeled to meet National Emergency Number Association (NENA) standards is proposed. Designed using geodiverse architecture, the solution leverages NWCDS' facilities and technology infrastructure to house the CPE (customer premise equipment) at the Arlington Heights and Schaumburg PD locations. Calls will be processed on 23 Guardian 9-1-1 workstations at Arlington Heights and 5 at Schaumburg PD. Guardian positions will be equipped with Guardian Map software, and interface to Text Control Center(s) (TCC) to provide text-to-911 service capability as well as interface to RapidSOS for AML location delivery viewable on the map with access to 'Rapid Portal' for additional data. The solution also includes a PBX for administrative call processing with 31 standard IP phones.

2. Product Descriptions

For further information and product descriptions, please refer to your Solacom representative.

2.1. Guardian Call Management Solution

The Guardian solution consists of the following equipment:

- Guardian NG9-1-1 call handling controller with local disaster recovery
- Workstations
- Position Audio Controller II (PAC II) and associated jackbox(es)
- Monitor(s)
- Guardian Workstation Software
- Instant recall recorder (IRR)
- TTY support
- RapidSOS capability (Customer must register with 3rd party)

2.2. Mapping

The following elements comprise the Guardian Map solution:

- Guardian Map software
- Monitor(s) (Customer provided)
- GIS data evaluation service

2.3. Mapping Synchronization Server

Guardian map and mapping synchronization software features are included at no charge as part of this solution. There will be a Map Synchronization server at the Arlington Heights location. GIS data updates provided to NWCDS from their GIS department will be pushed to the sync server, where local Guardian positions will pull the new GIS data set.

Typically positions that are remote to the GIS sync server (i.e. the positions located at Schaumburg PD) do not receive updates across the WAN due to the potential data size and potential impact on call performance. Positions at Schaumburg will require GIS updates be done manually.



2.4. Texting

The following products/services are included:

- Text-to-911
- Text-from-911 *
- Real-Time Text
- TCC services

*Customer is responsible to purchase texting plan with local wireless carrier and source SIM cards with SMS 3G/4G capability.

2.5. MIS Reporting

Full i3 logging is provided along with a suite of pre-configured reports. Ad-hoc reporting is included, and full training support is provided.

2.6. IP PBX

The Solacom IP PBX runs an instance of Free PBX (Asterix) on a media device. The physical device is server capable of supporting up to 200 telephone extension. The PBX is a single tenant design where 1 server will be installed and configured at the Arlington Heights facility, and another at Schaumburg PD. The single tenant design means phones at Arlington Heights register to their local PBX and Schaumburg PD phones register their local PBX. Four digit dialing between the two sites is supported on both the PBX phones and the Guardian workstations.

The solution will include the following features/additional devices:

- 31 Standard IP Phones at Arlington Heights
- 5 Standard IP phones at Schaumburg PD
- 2x 24 port POE switch at Arlington Heights
- 1x 24 port POE switch at Schaumburg PD
- Media kit for announcements (i.e., all trunks busy message, etc.)
- All basic phone features are included with the system purchased. Activation/ configuration of each feature will be based on call flow assessment with NWCDS. Features not required will be included, but not activated. Basic phone features include:
 - Admission Control
 - Answer/Answer Release
 - Attendant or Operator Console
 - Audio Volume Adjust
 - Auto Echo Cancellation
 - Auto Off-hook Preference
 - Auto Silence Suppression
 - Automated Call-by-call Bandwidth Selection
 - Backlit Display
 - Bridged Call Appearances
 - Call History
 - Call Hold / Release
 - Call Waiting
 - Call waiting Caller ID Name and Number
 - Calling Line ID Name and Number
 - Call Recording

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- SIP Trunk integration to 9-1-1 system
- Prime Line Select
- Hot Keypad
- Last Number Redial
- Redial
- Ringer Pitch Adjust
- Ringer Volume Adjust
- Time & Date
- Speaker Phone Full Duplex
- Speaker Phone Mute
- Visual Message Displays (All digital telephones) (name, extension, etc.)
- Call Forward All Calls
- Call Forward Busy
- Call Forward No Answer
- Call Park / Pickup
- Call Park / Unpark
- Call Transfer
- Dial by Name Directory
- Missed Call Indicator
- Multiple Line Appearances
- music on hold - default
- Programmable Buttons w/ Paperless Labels - default
- Includes configuration services for advanced features including:
 - Automated Attendant (5 branches with 5 sub-options – duplicated at both locations)
 - Speed dials (max 10)
 - Follow me
 - Voicemail to email
 - Voicemail boxes setup (qty 23 VM boxes) (OJT with NWCDS PBX administrator)
 - Call Park
 - Call Forwarding
 - Direct Inward Dialing
 - Call Center (ACD) (24 phones)
 - Conference Bridge (1)
 - Intercom
 - Customized music on hold
 - Overhead Paging (Interface to Valcom system for single zone activation)
 -
- The following advanced features are included but **not activated/configured**. **Activation/configuration services can be purchased from Solacom, or implemented by NWCDS personnel:**
 - Call Permissions (pin codes)
 - Distinctive Station Ringing Pitch
 - Extension Dialing Between Locations
 - Group Paging
 - Programmable Buttons w/ Paperless Labels
 - Shared Extensions on Multiple Phones
- IP PBX training designed to allow NWCDS pbx administrator to self-administer features of the PBX.

2.7. Installation Services

Guardian solution includes all relevant installation services required to successfully deploy and implement the products selected by the customer as documented in the final quotation. These services extend to included products and the purchased optional products selected. Solacom is not responsible for customer deliverables or the unsuitability of any customer responsibility. While Solacom will make reasonable efforts to accommodate delayed, incomplete, or deficient customer deliverables, travel trips exceeding those included in the original mutually agreed upon project plan may result in additional customer charges.

2.7.1. Certain Installation Services Included

- Site survey
- Assessment of equipment room
- Installation of backroom equipment
- Interface to telco demarcation points
- Implementation of local area network
- Coordination, implementation, and testing of Customer provide Wide Area Networks (as applicable)
- Installation and configuration of PSAP components (local)
- Installation and configuration of PSAP component (remote)
- System configuration
- Third party product connection and testing (such as CAD, Recorder, etc.)
- System Acceptance Testing (SAT)
- Interface PBX with Solacom Guardian
- System configuration
- Configuration of advanced PBX features listed above

2.7.2. Customer installation responsibilities

- Customer will be responsible to provide cat 6 ethernet cables (minimum Cat 5e)
- Customer will be responsible to ensure Solacom Guardian PBX can inter-connect to Customer Email service.
- Customer is responsible for removal and disposal of old 9-1-1 and phone system and devices.

2.8. Training Services

Based on a training plan that will be developed between Solacom Project Management and the customer, experienced Solacom personnel will provide Guardian 9-1-1 Call Taker training to customer staff at or near the time of cutover. Training for optional products is included with each product selected.

2.9. Project Management

Solacom will designate an experienced project manager with the primary responsibility and overall ownership of the successful implementation, integration, optimization, and acceptance of the project. The project manager will manage all phases of the project from contract award through acceptance and is responsible for ensuring that the project is completed within the scope, time and cost constraints, contractually agreed upon.

Guardian Statement of Work for
Northwest Central Dispatch System, IL

The project manager and the implementation team will work with any subcontractors and vendors to prepare for the upcoming installation. The project manager will coordinate activities with the customer and will assign the required people to meet the project goals and schedule. With the support of Solacom's procurement, manufacturing, and order logistics specialists, the project manager will ensure the ordering and shipping of materials and equipment.

2.10. Support Services

The Guardian support services include:

- Help Desk
- Software Support
- Hardware Support
- Operating System patch management
- Anti-virus protection
- Active Remote Hardware Monitoring

2.11. Account Management

Solacom will supply an Account Manager to oversee and act as the primary communication point of contact for the life of the service. Initial trouble or incident reports should continue to be communicated to support as detailed within the Master Customer Agreement however this point of contact is ideal for escalations, billing questions or concerns, new service requests, and service upgrades.

3. Optional Products and Services

3.1. Hardware Refresh - Option

Hardware Refresh has been priced optionally for the customer's consideration. As recommended by the manufacturer, servers, workstations, monitors, and other various COTS hardware should be replaced at year 6.

3.2. Cybersecurity - Option

Pricing is available upon request. The following elements comprise the Solacom Cybersecurity solution:

- Quarterly Vulnerability Identification
- Annual Penetration Testing
- Real-time traffic analysis

Solacom will work to remediate any component or software vulnerabilities identified in any components provided by Solacom in good faith using reasonable business practices during the life of the paid subscription to this service. Detection of vulnerabilities may include components that were not supplied, provided, or managed by Solacom which may limit, prohibit, or impair Solacom's ability to remediate such vulnerabilities and may result in additional charges and other costs to the customer including component replacement and/or additional charges by Solacom for work beyond the scope of this service. Additional charges by Solacom will only be incurred with customer agreement and will be documented in a Change Order prior to such work being performed. In any event, Solacom's responsibilities for non-Solacom provided hardware and software will be limited to communication of the defect or vulnerabilities existence. The Customer shall have sole responsibility to authorize and fund remediation of non-Solacom provided components and software (i.e. CAD, recorder, other, etc) as identified.

3.3. Training Services

The following training classes are available on an as-needed basis.

3.3.1. Guardian 9-1-1 Call Taker Training

Class size of up to 6 trainees for a 4-hour class. Initial training is included. Additional refresher training or annual new dispatcher training is also available as an optional service.

3.3.2. Guardian Map Training

Class size of up to 6 trainees for a 2-hour class. Initial training is included with the selection of the optional Guardian Map. Additional refresher training or annual new dispatcher training is also available as an optional service.

3.3.3. Guardian Administrator Training

Class size of up to 4 trainees for an 8-hour class. Initial training is included. Additional refresher training or annual new dispatcher training is also available as an optional service.

3.3.4. Installation and Maintenance Training

Solacom offers Installation and Maintenance Training to provide PSAP technical or IT staff the skills needed to provide the required Smart Hands training to assist remote Solacom support staff over the life of the agreement. This training provides PSAP technical staff with the skills and understanding to rapidly assess an issue to ensure rapid resolution of scenarios impacting PSAP 911 call operations regardless of cause. Accurate assessment of third-party issues allows Solacom to efficiently engage the correct vendor, LEC, or other provider leading to more rapid resolutions for the customer.

3.3.5. Management Information Systems (MIS) Training

Remote training for administration of MIS reporting by an experienced trainer leveraging screen sharing software (i.e. Skype, Join.me). Initial training is included. Additional refresher training or new administrator training is also available as an optional service.

4. Certain Customer Requirements and Responsibilities

4.1. Project Management

- Assign a project manager that will be responsible for coordination with Solacom, Customer personnel (including, but not limited to, any PSAP personnel), and all related third-party interconnection vendors.
- Provide call-routing details to Solacom for provisioning purposes.
- Receive and store staged equipment shipped by Solacom in a secure location.
- Arrange access for Solacom personnel to all relevant locations and facilities as required for implementation and support of the project when provided reasonable notice or scheduled appointments.
- Coordinate and facilitate with all providers of network, 911 trunk, ingress lines (SIP/analog/digital), radio, etc. for testing and troubleshooting of Customer interconnects to the Solacom Guardian solution.
- Ensure that completion of cabling and onsite preparations is communicated to the Solacom project manager per project plan once cabling and onsite preparations are made.

**Guardian Statement of Work for
Northwest Central Dispatch System, IL****4.2. Letter of Authorization**

- The customer may issue a Letter of Authorization allowing Solacom to engage a customer vendor on their behalf for the purposes of facilitating the project and subsequently to facilitate issue identification and repair of vendor supported equipment on their behalf. Solacom will not accept any charges on the customer's behalf nor will Solacom be responsible for any payments to any customer vendor regardless of the scenario or issue under consideration. Granting of such authorization is at the sole discretion of the customer and subject to the limits of such authorization.
- If a Letter of Authorization is issued by the customer, Solacom will work with the customer vendor named in such authorization directly, in good faith, for the reasonable benefit of the customer. Such authorization does not constitute a requirement or liability on the part of Solacom or its employees. Any interactions between the customer's vendor and Solacom will not limit or dilute the customer's responsibilities and will be governed by the terms of the Master Customer Agreement.

4.3. Third-Party Implementation Coordination

At least two weeks prior to the commencement of Solacom installation services, the following tasks must be completed by Customer:

- WAN connection has been extended into the designated equipment rack location (if applicable).
- Network connectivity between each facility (if applicable) is established and certified by Customer, which will enable Solacom to remotely test and configure the Solacom platform, as needed.
- Network provider is engaged for testing and troubleshooting site-to-site data links. Customer is responsible for ongoing coordination and engagement of its network provider for any possible network related issues for the life of the System unless a Letter of Authorization has been issued by the customer and accepted by the vendor.
- Facility cabling is completed at all sites and tested and certified based upon industry-standard best practices regarding copper and fiber cabling. Re-using existing facility cabling is acceptable provided it meets Cat 5e minimum.
- Equipment room(s) meet all infrastructure requirements per Solacom specifications.
- Isolated building ground is installed and certified by a state-licensed electrician for Solacom's sole use.
- The Solacom professional services covered by this SOW have been quoted based on the Customer responsibilities being completed in a timely manner as described above.

4.4. Infrastructure Requirements**4.4.1. Local and Wide Area Network**

See Network Requirements regarding Local Area Network (LAN) and Wide Area Network (WAN) specifications and requirements.

Network deployment across the customer provided WAN will be either as a "routed network" or "Nat'd network". Final implementation type will be agreed upon by Solacom and the Customer to ensure the final design meets the project goals and capabilities within the confines of the customer network and Guardian requirements. A 'Solacom Network Requirements' document will be included during project kick off.

Connectivity to the network will take place through a pair of High Availability (HA) Firewall/SBCs at each location. This allows for improved uptime. The provided devices are configurable to meet all networking requirements as defined within the 'Solacom Network Requirements' document. Solacom has extensive experience configuring the units to meet site specific networking demands.

Customer provided cabling must meet the following requirements before Solacom technical staff are dispatched to begin the implementation:

- One (min)CAT 5E STP cable run from the equipment rack location to each Guardian IWS location.
- One (min)CAT 5E STP cable run from the equipment rack location to each Guardian Responder Phone location.
- One (min)CAT 5E STP cable run from the equipment rack location to the on-site network printer location.
- Two (min)CAT 5E STP cable run(s) from the equipment rack location to within six (6) feet of the serial-to-IP devices.
- Ethernet cabling should strictly adhere to industry guidelines regarding the choice of cabling: CAT5 vs. CAT6; shielded vs. unshielded.
- During the installation process, ensure that all cables are properly labeled [ANSI/TIA-606-B] and create documentation that includes physical and/or logical cabling diagrams. Make updates to this material as changes warrant.
- Testing of each individual cable run to ensure proper connectivity, data transmission rate, and minimal packet loss per industry standards for the wire-type and gauge selected.

4.4.2. Environmental Requirements

Customer will be responsible for the following environmental tasks:

- Equipment room equipped with the proper power, temperature, and humidity controls per Solacom specifications.
 - Ambient room temperature should remain between 70°-75° F
 - Equipment room humidity should remain between 40%-50% rH
- Server racks are in place and equipped with the proper power.
 - Two (2) 120V 20A NEMA L5-20R power receptacle on a dedicated circuit
 - Isolated building ground certified by a state-licensed electrician

4.4.3. Building Ground

Isolated building ground certified by a state-licensed electrician is required.

**Guardian Statement of Work for
Northwest Central Dispatch System, IL**

5. Solacom Professional Services

5.1. Project Management

Solacom will provide the services of a project manager for system implementation. The Solacom project manager will coordinate the involvement and scheduling of the other Solacom professional services per the contract. The Solacom project manager is responsible for coordinating with the customer and relevant third-party vendors to facilitate the implementation phase of the project. Such tasks include:

- Planning Deliverables
- Installation Services
- Cutover Deliverables
- Post-Cutover Activities
- Site Survey
- Call Flow Coaching meeting

Project Management will be a combination of on site and off site activities.

5.2. Equipment Provisioning and Staging

Solacom will configure, test, and stage the relevant hardware supplied under this SOW prior to customer delivery.

5.3. Shipping

Staged hardware will be shipped to each relevant customer location as detailed in Exhibit B.

5.4. Onsite Installation

Onsite installation services included under this SOW will be provided for all components supplied by Solacom in accordance with the agreed upon project plan. Solacom technician(s), assisted by Customer technician(s) receiving Solacom training, if applicable, will provide onsite installation, testing, cutover services, and onsite post-cutover support and monitoring. The onsite post-cutover support will commence immediately following the Guardian solution cutover.

5.5. As-Built Documentation

Solacom will provide the Customer with the Solacom standardized As-Built documentation for Guardian platforms including a description of all Customer selected products, final architecture and major components identifying their respective locations, Trunk and Administrative line interconnection points, and additional information as deemed necessary and relevant by Solacom for inclusion in standard documentation.

6. Project Timeliness

6.1. Geo-Diverse Facility Implementation

It is anticipated that from the time of order to cutover would take approximately 6 months. Variables impacting the timeline include material availability, resource availability and scheduling, PSAP operations, LEC effort, force majeure and other impacts.



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Guardian Statement of Work for
Northwest Central Dispatch System, IL

Date: December 06, 2019

7. Support Services

7.1. Tier 1 and 2 Support

Detailed responsibilities and deliverables for Tier 1 and Tier 2 support are defined in corresponding document **Solacom Direct Tier 1 and 2 Maintenance and Support Software**.

Tier 1 and 2 support services will be provided by Solacom Technologies for all agencies.

Solacom, at its discretion, may choose to dispatch a 3rd party support service to ensure ability to meet contracted service levels agreements (SLAs).

APPENDIX C
MAINTENANCE AND SUPPORT AGREEMENT - HARDWARE



Direct Hardware Maintenance and Support Policy

A. Definitions

"RMA" is defined as a Repair Material Authorization which is provided by Solacom to the customer when a line replaceable unit which is module or component of the Solacom system needs to be repaired or returned to Solacom.

"Business Hours" are defined from Monday through Friday, 8h30-17h00 ET excluding Statutory Holidays

"Customer" is defined as the Solacom end user based on the contractual relationship.

B. Customer's Obligations

During the term or any renewal of this Agreement, the Customer shall have the following maintenance and support obligations to enable Solacom to properly provide support activities identified. Any information provided by the Customer hereunder will be required in order to support the activity of an active/open incident ticket or RMA and/or during maintenance

- 1.1. The Customer shall provide Solacom with information and assistance reasonably required by Solacom to detect, verify, replicate and validate a fault to the system and/or a failure mechanism;
- 1.2. The Customer shall provide access to people and equipment to isolate third party equipment from the fault being investigated. If the fault is traced to equipment not part of the Solacom system then it will not be covered under this agreement.

C. Solacom's Obligations to Provide Support Services for Hardware

1. General:

- 1.1 Solacom shall provide Level 1 support that will gather the required information to qualify and verify that an actual fault exists, or capture the details of the non-performance to be performed and attempt to reproduce the fault in order to characterize and isolate the failure mechanism. Solacom will perform the required preventive and/or corrective activity to maintain the system and to keep or bring back online.
- 1.2 The Hardware Warranty Support program covers Solacom-manufactured and/or supplied hardware such as VOIP card, T1 cards, SS7 Gateway, Chassis, Serial to IP devices, Democles, Gateways and Monitors.
- 1.3 The warranty support program is in effect 12 months' post cut live or 18 months' post shipment whichever occurs soonest.
- 1.4 The Servers, Computer, Keyboard and Mouse warranty program is 3 years and can be extended to 5 years.

2. Module Repair Service

- 2.1 Solacom provides service to repair a system or system component returned to the factory. This service comprises of the diagnostic testing, troubleshooting and repair labour to return unit to full working condition, or identify it as Beyond Economical Repair (BER) as appropriate.
- 2.2 Defective hardware components will be repaired through Solacom Repair service department. A Return Material Authorization (RMA) number will be opened to ensure proper tracking of module to repair.
- 2.3 Repaired components are warranted for the remaining of the warranty or ninety (90) days from the date of return of the component to the customer, whichever occurs first. Solacom may decide to replace any components or modules if this is the best course to repair the defective module.
- 2.4 RMA Turn-around-time is **24 hours**. This time is measured from the date the ticket is logged and the date advanced replacement equipment is shipped from the factory.



3. Exclusions

- 3.1 Extended support programs can be sourced through Solacom for Computers and Servers, Keyboard, Mouse but does not include headsets or handsets.
- 3.2 Hardware support excludes any act of god, Products that are not properly stored, used, or have been subject to misuse, unauthorized modification, and detrimental exposure or involved in an accident. A repair fee will be invoiced to the customer.
- 3.3 To implement a new software release with additional functionality desired by the Customer, new hardware may also be required; this is the responsibility of the Customer. As required, a quote for this new hardware will be provided.

4. Shipping

- 4.1 Unless otherwise specified shipping fees are the responsibility of Solacom using standard delivery shipping services.
- 4.2 If for any reason, the customer would like expedited services, additional charges may apply.

5. Advance Hardware Replacement

- 5.1 The Hardware Support program does not include advance replacement. The only time that Solacom will ship an advance replacement module is for any hardware that is found to be an out-of-box failure. The module will be shipped within 2 business days. The defective module must be returned to Solacom within 30 days.

6. Third Party Hardware

Third Party Hardware not manufactured but supplied by Solacom will follow the same RMA process however, the RMA Turn-around-time will not apply. Solacom transfers the Third-Party warranties and will offer additional support programs if available and permitted by the Third-Party Hardware manufacturer. Typically, extended warranty on Third Party Hardware can be obtained at the time of purchase of the Third-Party Hardware.

This agreement does not cover repairs or replacement by Solacom of Customer-supplied Third Party Hardware.

7. Customer Caused Damage/Failure/Tampering/Accident

In the event that the root cause is determined to be (1) a modification or other alteration, (2) normal consumption, (3) improper storage, installation, usage, maintenance or repair or (4) equipment that has been subjected to any kind of misuse or detrimental exposure or has been involved in an accident the item is not covered under this agreement.

8. Obsolescence

In some instances, the product may no longer be repairable due test setup and/or product knowledge. In such instances, the product will be deemed non-repairable. Solacom will make every attempt to provide technical assistance for a product life cycle of at least 10 years following delivery. Solacom will advise its Customer in advance of any pending end of life of any system.

9. Solacom Labor Rate

For services provided outside the boundaries of this agreement please contact Solacom.

**APPENDIX D
MAINTENANCE AND SUPPORT AGREEMENT - SOFTWARE**



*Maintenance and Support Policy
Software Support*

Direct Customers Maintenance and Support Policy Software Support



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Maintenance and Support Policy
Software Support

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1 Introduction

The following paragraphs present Solacom's description of Level 1 and Level 2 software support obligations.

1.1 Definitions

"Business Hours" are defined from Monday through Friday, 8h30-17h00 EST excluding Statutory Holidays.

"Customer" is defined as the Solacom authorized reseller or end user, if applicable, based on the contractual relationship to Solacom.

1.2 Customer Obligations

During the term or any renewal of the software maintenance the following maintenance and support obligations are required to enable Solacom to properly provide the support activities identified in Section C herein. Any information provided by the Customer hereunder will be required in order to support the activity of an active/open ticket and/or during maintenance in which Solacom has been invited to provide and not as an ongoing view into the regular day-to-day operation of said systems:

- (a) The Customer shall provide Solacom with a complete network topology, including access points, log in information, trouble logs and reports and contact information, user ID/passwords for Solacom VPN access, firewall access or other related access information as required in order to facilitate troubleshooting and fault identification, diagnosis and/or correction. This may also include but not limited to the Customer service and maintenance logs, service schedules and/or third party activities, maintenance logs and/or modifications, etc.
- (b) The Customer shall provide Solacom with information and assistance reasonably required by Solacom to detect, verify, replicate and validate a fault to the system and/or a failure mechanism.
- (c) The Customer shall provide access to people and equipment to isolate third party equipment from the fault being investigated. If the fault is traced to equipment not part of the Solacom system as defined in this agreement.

1.3 Solacom's Obligations to provide Support Services for Software as Level 1 (Tier 1) and Level 2 (Tier 2)

1.3.1 General

1.3.1.1 Level 1 (Tier 1)

Solacom shall provide first level support and have certified personnel to assist Solacom's second level (Tier 2) support team to gather the required information to qualify and verify that an actual fault exists, or capture the details of the non-performance to be performed and attempt to reproduce the fault in order to characterize and isolate the failure mechanism if such a fault is being reported, and where possible to perform the required preventive and/or corrective activity to bring the system up and online;

1.3.1.2 Level 2 (Tier 2) - Customer Technical Service ("CTS")

Solacom is responsible for providing support services to the Customer via phone or e-mail on a 24-hour per day, 7 day a week basis as Level 1 and Level 2 support. Solacom support personnel shall verify and confirm performance failures and isolate causes after initial troubleshooting has been performed by the Solacom technician. Level 2 support is triggered when Level 1 support fails to pinpoint the failure. The associated incident data is then analyzed to prescribe, validate and implement problem resolution. Level 2



support may also include service disruption interim recovery activities to allow the development of permanent solutions.

1.4 Incident Management and Escalation

1-888-Solacom (1-888-765-2266) or 1-819-205-8100*

*Note: Please follow voice prompts to relevant technical support (Press 1).

1.5 Exclusions

Please note that the following services are not included in the current agreement and are considered chargeable services and can be purchased separately.

1.5.1 Systems/Professional Services

Systems/Professional Services for software/hardware re-configuration, new feature implementation, consultation on features and/or functions, relocation of equipment.

1.5.2 Fault Isolation Assistance

Assistance in the isolation of faults that resides in third party equipment or involves inter-operability with third party equipment that is not provided by or typically supported by Solacom. This service is not a normally supported activity; and must therefore be explicitly requested by Customer prior to execution.

1.5.3 Hardware Repair and Maintenance

Solacom offers a maintenance and support program for hardware that can be purchased separately.

1.5.4 Managed Services

Managed Services for all server and workstation hardware that include Active Remote Monitoring from the Solacom Network Operation Center (NOC), OS Patch Management, Virus Protection and/or Disaster Recovery Services.



2 Software Support:

Software support provides for software and firmware updates and upgrade for the new releases on product manufactured by Solacom if and when available. Although all software fixes may not apply to a specific Customer, release notes will be made available and discussed with the Customer as to applicability and recommendation for upgrade during the term of the software support agreement of the Customer.

2.1 Software Features

New software releases can include new features. It is important to note that some of the new software features can have an activation fee and/or a licensing fee. There will be no new fees necessary to maintain operability and expected performance of the system as delivered to the Customer.

2.2 Third Party Software

Third party software such as the Operating System or any other Third Party applications not developed by Solacom are not covered by the Solacom software maintenance and support program. Solacom transfers the Third Party warranties and will offer an additional support program, if available and permitted by the Third Party Software vendor.

This exclusion provision does not apply to the Capture911 MIS and Instant Recall Recorder Software which is included as part of this agreement under the Guardian position support and is covered by Software Support and Maintenance.

To implement new software releases developed by Solacom, Third Party Software may also be required to be purchased or updated; this is the responsibility of the Customer. As required, a quote for this new software will be provided by Solacom.

2.3 Hardware Required for New Software Release

To implement a new software release with additional functionality desired by the Customer, new hardware may also be required; this is the responsibility of the Customer. As required, a quote for this new hardware will be provided.

2.4 Installation of New Software

Installation of new software will be done remotely. If necessary, Solacom may have a technician on-site to assist with the upgrade.



3 Service Level

The agreed service level offered by Solacom to the Customer shall be subject to the provisions outlined in the following paragraphs.

3.1 Fault

Shall mean any reproducible defect or direct failure of the system or system components to perform in accordance with the design specifications.

3.2 Urgency Levels and Speed of Response

The situations targeted for these definitions are various operating circumstances where the Customer needs assistance beyond the normal provision of operating manual and initial operator and system administrator training.

Often such a situation will require Solacom to engage its resources in order to provide a quick resolution and a reasonably complete solution to a given incident.

Figure 1 summarizes the detailed information found in the following paragraphs.

Level - Classification	Impact	Initial Response	Corrective Measures
5 - Critical	Entire system or entire subsystem is unusable. Prevents use of capability. No work-around. Immediate safety impact. Affects both primary and the redundant back-up of a system.	Under 30 min	Problem will be addressed 24 hours/day until the system is restored to a functional and mutually agreeable state pending a permanent fix. Resolution in 24 hours or less via code correction, or work-around created.
4 - High	Restricts use of a capability. No workaround. Operation can be recovered by a manual intervention. High risk of reoccurrence. No immediate safety impact. A redundant component failure has occurred. System is still operational.	Under 1 hour	Problem will be addressed 24 hours/day until the system is restored to a functional and mutually agreeable state pending a permanent fix. Resolution in 72 hours or less via code correction, or work-around created.
3 - Medium	Restricts use of a capability. Acceptable workaround exists. Non-critical function affected or if critical function affected, a workaround is identified. System is still operating.	Next Business Day	Problem will be addressed during business hours until resolution.
2 - Low	Prevents or restricts use of a non-essential capability. Minor nuisance.	Next Business Day	Problem will be addressed during business hours until resolution.

Figure 1 Level Classifications



3.3 Urgency Level 5 (Critical)

Definition: The entire system, or an entire subsystem, is unusable (prevents use of capability). There is no work-around, and the fault has an immediate adverse impact on the commercial operation of a system. There are immediate safety impacts. A single point of failure has occurred in the software or there is a fault that affects both the proper performance of both the primary and the redundant back-up of a system.

Response Time: Initial response is under ½ hour (any time of day). Problem will be addressed 24 hours/day until the system is restored to a functional and mutually agreeable state pending a permanent fix. This may include the isolation and identification of a failed hardware component, in which case, Solacom will be responsible for providing a replacement. If a catastrophic (hardware or software) fault is found with the equipment/system, this correction will be addressed immediately. Solacom will provide a correction for software or hardware (Replacement, Replace, or Recall) as required restoring the system to a functional state. Solacom will use best effort to incorporate the permanent fix within a year of the incident date.

3.4 Urgency Level 4 (High)

Definition: A failure resulting in an unacceptable workload or safety impact (restricts use of a capability), and there is no currently known workaround. This category of failure or defect causes or may cause occasional service interruptions. The system operation can be recovered by a manual intervention. There is a high risk of reoccurrence but no immediate safety and/or financial impact. Major system features or functions are affected. A redundant component failure has occurred in the software or the related hardware and a significant portion of the system is affected but the system is still operational.

Response Time: Initial response under one hour (any time of day). Problem will be addressed 24 hours/day until the system is restored to a functional and mutually agreeable state pending a permanent fix. This may include the isolation and identification of a failed hardware component. The Customer will be responsible for providing a replacement from their spares pool of equipment. Solacom will use best effort to incorporate the permanent fix within a year of the incident date.

3.5 Urgency Level 3 (Medium)

Definition: The failure restricts use of a capability and there is an acceptable workaround (acceptable means that the workaround comprises a reasonable set of actions to be taken where the restriction of the capability no longer results in an unacceptable workload or safety impact). Non-critical function affected, or critical function is affected but a workaround is identified. A redundant part of the hardware or software has failed and the system is still operating completely, however, without backup.

Response Time: This level of severity will be addressed during business hours. A maintenance software release may result, or a hardware bulletin to address this issue. Any new features the Customer may request will be addressed individually outside of this agreement.

3.6 Urgency Level 2 (Low)

Definition: The failure results in an acceptable workload or safety impact (prevents or restricts use of a non-essential capability and can be handled procedurally). The problem results in a minor nuisance. This level may also include new functionality or product enhancement, but is not service affecting or have any safety or financial impact.

Response Time: This level of severity will be addressed during business hours. A technical bulletin may result. Any activity on this issue will be addressed at Solacom's discretion. Any new features the Customer may request will be addressed individually outside of this agreement.



4 Customer Caused Damage/Failure/Tampering/Accident/

In the event that the Customer calls Solacom for an agreed service level element and the root cause is determined to be (1) a modification or other alteration, (2) improper storage, installation, usage, maintenance or repair or (3) equipment that has been subjected to any kind of misuse or detrimental exposure or has been involved in an accident, the item is not covered under this agreement.

5 Obsolescence

So long as Customer remains current with annual maintenance and support services, Solacom will make current Solacom software releases available to Customer during the Term. However, if Customer fails to make payment for annual maintenance and support then any activity related to a software component of a Customer owned system that becomes outdated, obsolete and/or is no longer supported by Solacom will be chargeable at the rates outlined in this Agreement or at Solacom's standard rates at the time of the incident.

6 Solacom Labor Rates

For services provided outside the boundaries of this agreement, the rates shown in Figure 2 will apply. Prices are in US Currency.

Service Technician during regular business hours	\$175/hr, min. 2 hours
Service Technician outside regular business hours	\$250/hr, min. 2 hours
Software and Professional Engineer	\$350/hr, min. 2 hours

Figure 2 Solacom Labor Rates

**AGREEMENT RELATING TO TRANSFER AND REPORTING OF SURCHARGE
FUNDS ATTRIBUTABLE TO THE VILLAGE OF WHEELING, ILLINOIS**

THIS AGREEMENT (the "*Agreement*") is made and entered into as of the 21st day of March 21, 2024, (the "*Effective Date*") by and between the Village of Wheeling and Northwest Central 9-1-1 System for the purpose of providing for the transfer of and reporting relating to certain surcharge funds attributable to the Village of Wheeling, Illinois.

WITNESSETH:

WHEREAS, Section 15.4a of the Emergency Telephone System Act, 50 ILCS 750/1 *et seq.* (the "*Act*"), requires any 9-1-1 Authority, as defined by the Act, in a county with a population of at least 250,000 to consolidate such that no 9-1-1 Authority in the county serves a population of less than 25,000; and,

WHEREAS, in accordance with the Act, a Joint ETSB, as defined by the Act, was created with its initial participating member municipalities being the Village of Wheeling and the City of Des Plaines and,

WHEREAS, a Joint ETSB exists to meet the Act's consolidation requirements with its initial member municipalities being the Villages of Wheeling and City of Des Plaines; and,

WHEREAS, in accordance with the bylaws adopted by, has provided notice of its termination as a member of and intends to join Northwest Central 9-1-1 System and,

WHEREAS, to facilitate 's transition from to, the parties desire to enter into this Agreement to confirm their understanding that will cease to be a member of and

become a member of ; that thereafter the boundaries for wireless emergency calls of each party will change such that wireless emergency calls originating in will be handled by Northwest Central 9-1-1 System; and, to provide for the transfer to of any funds held by attributable to, including any surcharge funds (such as those funds commonly known as wireline and hold harmless surcharge funds) collected pursuant to the Act or any other applicable statute or ordinance (the "*Funds*"); and,

NOW, THEREFORE, in consideration of the promises and mutual covenants hereafter set forth, the Parties agree as follows:

Section 1. Incorporation of Recitals. The foregoing preambles are hereby incorporated into this Agreement, as if fully restated in this Section 1.

Section 2. Opt-Out. has provided the notice required under applicable bylaws to terminate its status as a member municipality and that upon approval of Northwest Central 9-1-1's consolidation plan by the State of Illinois' Office of the Statewide 9-1-1 Administrator, the Village of Wheeling shall become a member of Northwest Central 9-1-1 System.

Section 3. Wireless Call Boundaries. Upon becoming a member municipality, the wireless call boundaries of and shall change such that all wireless 9-1-1 calls originating in shall no longer be handled by Wheeling 9-1-1 and instead shall be handled by Northwest Central 9-1-1 System.

Section 4. Transfer of Funds. Upon the date that Northwest Central 9-1-1 System's consolidation plan is approved by the State of Illinois' Office of the Statewide 9-1-1 Administrator, all Funds attributable to that are currently held by in accordance with its bylaws and those thereafter coming due shall be transferred to in accordance with

Section 30(d) of the Act.

Section 5. The Village of Wheeling shall be responsible for all required financial reporting relating to the Funds, including the financial report required by Section 40 of the Act, up to and including the date that Northwest Central 9-1-1 System's consolidation plan is approved by the State of Illinois' Office of the Statewide 9-1-1 Administrator. Thereafter, Northwest Central 9-1-1 System shall be responsible for all such reporting.

Section 6. Term. The term of this Agreement shall commence on the Effective Date and shall end at the later of (1) the date which is one year after the date of approval of Northwest Central 9-1-1 System's consolidation plan by the State of Illinois' Office of the Statewide 9-1-1 Administrator or (2) the date upon which files the last financial report relating to funds attributable to as required by Section 5 hereof.

Section 7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

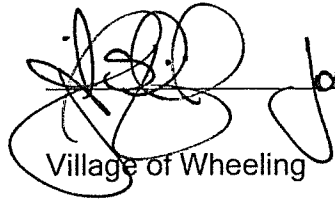
Section 8. Severability. If any part of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall remain valid to the maximum extent possible.

Section 9. Governing Law. This Agreement shall be governed by the laws of the State of Illinois without giving consideration to the principals of conflict of laws.

Section 10. Entire Agreement. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written.

Signature:

Date:


Village of Wheeling

Jon A. Spadulis

05.31.24

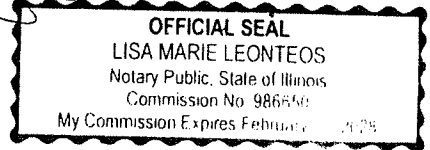
State of Illinois

County of Cook

Subscribed and sworn to (or affirmed) before me on this 31 day

of May, 2024 by Lisa Marie Leonteos for Jon A. Spadulis


Notary Public Signature



Signature:

Date:



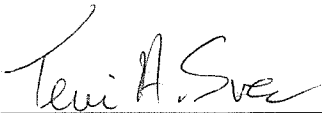
6/2/24

Northwest Central 9-1-1 System



Notary Signature:

Date:



06/03/2024

Amended and Restated
NORTHWEST CENTRAL DISPATCH SYSTEM VENTURE AGREEMENT

THIS AGREEMENT (“Agreement” or “Amended and Restated Agreement”), entered into on the effective date hereinafter set forth, by and between the local governments signatory hereto and also those which may hereafter become signatory hereto (“Members” or “Parties”):

WITNESSETH:

WHEREAS, a Central Dispatching System has existed in Northwestern Cook County and in parts of DuPage, Kane and Lake Counties since 1972; and

WHEREAS, the Parties entered into a Venture agreement on October 25, 2021, being the date the last party signed the venture agreement (hereinafter the “2021 Agreement”);

WHEREAS, such System has been demonstrated to be of great value to its constituent municipalities, the signatories hereto; and

WHEREAS, the addition of another municipality to the System will provide for more efficient and economical dispatching of life and property saving services; and

WHEREAS, the cost of providing and maintaining a central dispatching system is probably excessive for any one of such signatories; and

WHEREAS, a centralized police, fire and other emergency dispatching system can adequately serve the needs of all of such signatories; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 through 220/9, authorize joint exercise by two or more local governments of any power common to them;

WHEREAS, it is the desire of the signatories hereto to jointly provide for and maintain a central dispatching system for their mutual advantage and concern; and

WHEREAS, the Parties desire to update the purpose clause of this agreement and the method for adopting and amending the bylaws by the adoption of this Amended and Restated NORTHWEST CENTRAL DISPATCH SYSTEM VENTURE AGREEMENT.

NOW, THEREFORE, for and in consideration of the premises, the mutual advantages to be derived therefrom and in consideration of the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. Venture Established. Pursuant to the joint powers authorization of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 through 5 ILCS 220/9, the undersigned do hereby federate together in a cooperative venture for the joint and mutual operation of a centralized communications system; the joint purchasing or sharing of services which relate to the members' police, firefighting, emergency management, and/or public safety functions; to provide such services on a contract basis to other governmental units who are not Members; and to provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding communications, information systems, and statistical matters within portions of Cook, DuPage, Kane and Lake Counties, Illinois. This venture shall be known as "Northwest Central Dispatch System" (hereinafter designated as NWCDS) which shall consist of all of the local governments which may hereafter become signatory hereto.

2. By-Laws. NWCDS shall be subject to and shall be governed by certain By-Laws, the current By-laws in existence as of the date of this amended and restated agreement are attached hereto as Exhibit "A". The By-Laws attached as exhibit A shall be the By-Laws upon the effective date of this Amended and Restated Agreement. The Bylaws may be amended by the Board of Directors

as set forth below. The Bylaws, as may be amended from time to time by the Board of Directors, shall be binding on the Members as if fully set forth in this Agreement..

3. NWCDS Participation. Each participating local government of the Central Dispatching System (and each local government which may hereafter sign after approval as required by the By-Laws, provided such local governments are eligible to participate pursuant to said By-Laws) is a member of NWCDS and is entitled to the rights and privileges and subject to the obligations of membership, all as provided in said By-Laws.

4. Termination. Any party to this agreement may cease to be a party hereto and may withdraw from participation in NWCDS in the manner and means set forth in said By-Laws.

5. Powers of the System. NWCDS shall have the power in its own name to make and enter into contracts, to employ agents and employees, to acquire, hold and dispose of property, real and personal, and to incur debts, liabilities or obligations necessary for the accomplishment of its purposes, but no such contract, employment, purchase, debt, liability or obligation shall be binding upon or obligate any member except as authorized by the this Agreement or the By-Laws. NWCDS shall not have the power of eminent domain or the power to levy taxes.

6. Board of Directors. There is hereby established a Board of Directors which shall consist of one director on behalf of each Member. The manager or administrator of each Member shall be its director. However, each Member may designate a different person as the director by appropriate action of the Member's corporate authorities. Each Member shall also designate an alternate director to act on its behalf in the absence of its director. Directors shall serve without salary, but each may be reimbursed for necessary expenses incurred in connection with NWCDS business. The Board of Directors shall have the following powers and duties:

- a. To determine general policy and procedures of NWCDS and the board of directors consistent with this Venture Agreement, and to exercise any power related to the operation of the NWCDS which is not reserved in this agreement to the Members acting through their respective corporate authorities;
- b. To provide for an executive committee and officers in the By-Laws;
- c. To approve amendments to the By-Laws;
- d. To approve the annual budget of NWCDS.
- e. To hire, supervise and discipline an executive director
- f. To hire auditors;
- g. To hire a general counsel for the agency and such other attorneys as it deems necessary;
- h. To approve new members of the NWCDS upon such new member's approval and execution of this Agreement, by a ¾ vote of all members of the board of directors;
- i. To approve the provision of services to non-members by contract;
- j. To provide for contracting and purchasing procedures as it sees fit;

7. Amendments to this Agreement. This Agreement may not be amended, except by the written agreement and resolution of all of the then parties to it. However, the By-Laws attached hereto as Exhibit "A" may be amended from time to time by the method and means provided herein, provided such amendments do not conflict with the terms set forth in this Agreement.

8. Amendments to the By-Laws. Any member of the Board of Directors or any member of the Executive Committee may propose an amendment to the By-Laws. No amendment, however, shall be in conflict with or purport to amend this agreement in any way. Amendments to the By-Laws shall be made only upon a three-fourths (3/4) vote of the members of the Board of Directors then holding office. The chairman of the board of directors shall have only one (1) vote on a motion to amend the By-Laws, even in the case of a tie.

9. Duration. This Agreement and NWCDS shall continue in effect until rescinded by unanimous consent of the then parties or until terminated in the manner provided in said By-

Laws. Upon such termination, the assets remaining shall be disposed of in the manner set forth in the said By-Laws.

10. Enforcement. Each member shall have the right to enforce this Agreement against any other member. If suit is necessary therefore, a defaulting member shall pay reasonable attorney's fees to NWCDs as adjudicated by the Court.

11. Authorization. Prior to execution of this Agreement, each member shall deliver to the other a certified copy of a suitable ordinance or resolution authorizing and directing the execution of this Agreement.

12. Entire Agreement. This instrument contains the entire agreement between the Parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this instrument and any prior agreements between the parties related to the NWCDs shall be of no force and effect.

13. Severability. Invalidation by judgment or court order of any one or more of the covenants or restrictions contained herein shall in no way affect any other provisions which shall remain in full force and effect.

14. Governing Law. The laws of the State of Illinois shall govern the terms of this Agreement both as to interpretation and performance.

15. Notices. All notices provided for herein shall be served upon the Parties by personal delivery, email, fax or Certified United States mail, return receipt requested, by sending said notice to the mayor, president, manager, administrator or statutory head of the public body at the Members' principal office. Notices shall be deemed given when sent.

16. No Waiver of Tort Immunity. Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to either Party under the Illinois Local Governmental and Governmental Employees Tort Immunity Act with respect to claims by third parties.

17. No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty to any third party.

18. Counterparts. This Agreement may be executed in counterparts that, taken together, will be effective as if they were a single document. Signatures transmitted by a .pdf file or facsimile shall be treated as originals.

19. Effective Date. This Amended and Restated Venture Agreement shall become effective when signed by the respective representative of the new Member: Village of Wheeling. The 2021 Agreement shall remain in full force and effect until the Effective Date of this Amended and Restated Venture Agreement. On the Effective Date of March 21, 2024, this Amended and Restated Agreement shall replace the 2021 Agreement.

IN WITNESS WHEREOF, the undersigned local governments have set their signatures on the respective dates set forth below. This document may be signed in duplicate originals.

IN WITNESS WHEREOF, the undersigned municipalities have set their signatures on the dates set forth below. This document may be signed in duplicate originals.

VILLAGE OF ARLINGTON HEIGHTS

By: Randall V. Keckhaus

ATTEST:

[Signature]
Date: 03/21/2024

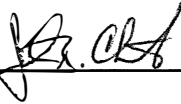
VILLAGE OF BUFFALO GROVE

By: LJK For Dan's Bragg

ATTEST:

[Signature]
Date: 03/21/2024

VILLAGE OF BARRINGTON

By:  for Scott Anderson

Date: 3-21-2024

ATTEST:



Date: 03/21/2024

VILLAGE OF ELK GROVE VILLAGE

By: Markus Boen

ATTEST:

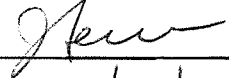
Allen

Date: 03/21/2021

VILLAGE OF HOFFMAN ESTATES

By: 

ATTEST:



Date: 3/21/2024

VILLAGE OF INVERNESS

By: _____

ATTEST:

Heun

Date: 03/21/2024

VILLAGE OF MOUNT PROSPECT

By: W. Parviz

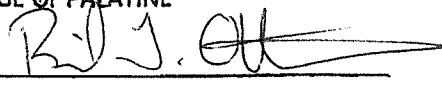
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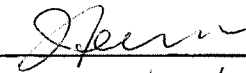
Date: 03/21/2024

NORTHWEST CENTRAL DISPATCH SYSTEM VENTURE AGREEMENT

VILLAGE OF PALATINE

By: 

ATTEST:



Date: 03/21/2024

CITY OF PROSPECT HEIGHTS

By: Joseph O. Wade

ATTEST:

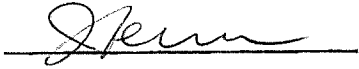
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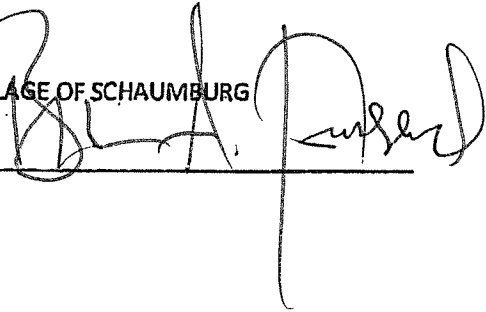
CITY OF ROLLING MEADOWS

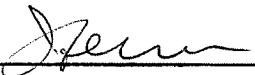
By: 

ATTEST:



Date: 03/21/2024

VILLAGE OF SCHAUMBURG
By: 

ATTEST:


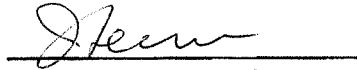
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VILLAGE OF STREAMWOOD

By:

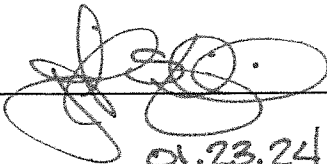


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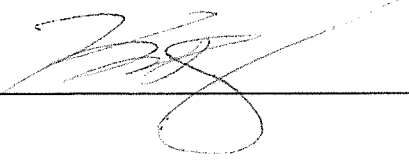


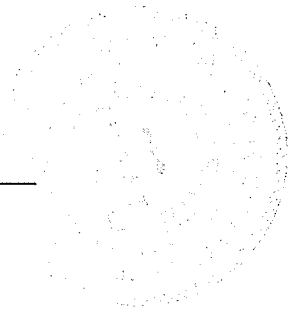
Date: 03/21/2024

VILLAGE OF WHEELING

By: 
01.23.24

ATTEST:





Date: 01/23/2024