

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



State of Illinois

Application for
9-1-1 Modification Plan
Long Form

INTRODUCTION

The following document provides the application for submitting a 9-1-1 Modification Plan that will supply the Illinois State Police (ISP), the Illinois Commerce Commission (ICC), and the Statewide 9-1-1 Administrator (Administrator) with the necessary information about your proposal to modify your 9-1-1 system. All modification plans must comply with 83 Ill. Adm. Code Part 1324.300 and 1324.310.

LONG FORM MODIFICATION PLAN:

NOTE: If the modification results in increased network costs for the State, the costs must be pre-approved by the Administrator pursuant to Section 1326.210 before submitting the Modification Plan.

The following 9-1-1 system changes require Administrator approval:

1. Changing geographic boundaries for wireline, wireless, VoIP, and text where it requires an intergovernmental agreement between 9-1-1 Authorities to modify those boundaries
2. Changes in network configuration, or 9-1-1 system provider except as provided for in subsection 1325.200(h), (i.e., implementation of a Next Generation 9-1-1 (NG9-1-1) system) or Cloud-Based 9-1-1 Call Handling Equipment (Narrative Statement required)
3. Change of Backup PSAP arrangement or Pre-Determined Alternate Route(s).

The Modification Plan must include the following documents:

General Information	Contact and 9-1-1 System information.
Verification	Notarized statement of truth regarding information provided in the plan.
Letter of Intent	Letter sent to 9-1-1 System Provider with a copy of the plan.
Narrative Statement	A detailed summary of the changes to the proposed system's operation.
Financial Information	A summary of anticipated implementation costs and annual operating costs of the modified 9-1-1 system that are directly associated with 9-1-1 as well as the anticipated revenues. Include the email request and Administrator's approval that support your network costs.
Communities Served	A list of all communities that are served by the 9-1-1 System.
Participating Agencies	A list of public safety agencies (Police, Fire, EMS, etc.) who are directly dispatched by the 9-1-1 System.
Adjacent 9-1-1 Authorities	List all adjacent 9-1-1 authorities that provide call handling and/or aid outside of your jurisdictional boundary.
Originating Service Providers (OSP)	A list of each OSP's exchange(s), prefix(es), and the 9-1-1 System Providers (OSP) configurations that will be used in the proposed system.
Test Plan	The 9-1-1 System's overall plan detailing how and to what extent the network and database will be tested. A Test Plan is required for all modifications.
Zip Codes	List each Zip Code within the 9-1-1 System boundary.

Attachments (if applicable)

Backup PSAP Agreement

The agreement that establishes back-up service due to interruptions or overflow services between PSAPs.

☐ Backup PSAP Agreement is not Changed/Affected by this Modification.

Call Handling Agreements

Call handling agreements describe the primary and secondary dispatch agreement method(s) to be used by requesting parties within their respective jurisdictions.

| | Call Handling Agreement(s) are not Changed/Affected by this Modification.

Contracts

The contract for a new NG9-1-1 system provider.

Network Diagram

Provided by the 9-1-1 system provider showing network, backup configuration and pre-determined alternate route(s).

Modification Plans must be filed electronically on the ISP's website at:

<https://isp.illinois.gov/Statewide911Division/ConsolidationPlansAndWaivers> where you will see the box below:



Once the plan is submitted, the ISP and the ICC each have 20 days to provide a technical review of the plan to submit to the Administrator for approval.

GENERAL INFORMATION

DATE: 04/01/2026

SYSTEM NAME	POPULATION SERVED	LAND AREA IN SQ. MILES
Waukegan 9-1-1	89000	24.5

LIST PSAPS, SAPS, AND VAPS:	PRIMARY	SECONDARY
Waukegan Metropolitan ECC	x	

911 System Contact: Francisco Lopez

Street Address: 3550 N. McAree

City, State and Zip Code: Waukegan, IL 60087

Office Telephone: 224-480-4791

Cellular Telephone: 847-343-3103

Email: francisco.lopez@waukeganil.gov

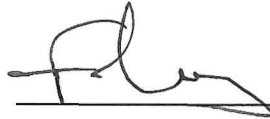
Please check:

- ☒ Receive Integrated 9-1-1 Text (SMS)
- ☒ Receive Integrated 9-1-1 Text (RTT)
- ☐ Receive 9-1-1 Videos/Pictures (MMS)

Text Control Center: Intrado

VERIFICATION

I, Francisco Lopez, first being duly sworn upon oath, depose and say that I am
Director, of Waukegan 9-1-1; 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.

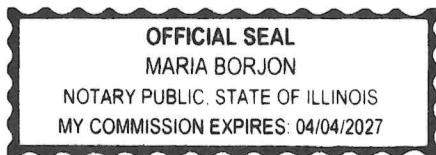


Director of Communications

Subscribed and sworn to before me

this 2nd day of April, 20 26.

Maria Borjon
NOTARY PUBLIC, ILLINOIS



9-1-1 SYSTEM PROVIDER LETTER OF INTENT

04/01/2026

(Date)

Joshua Folta

(9-1-1 System Provider Company Representative)

AT&T Services, Inc.

(9-1-1 System Provider Company Name)

10 S. Canal St. 25th Floor

(Street Address)

Chicago, IL 60606

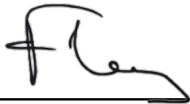
(City, State, Zip Code)

Dear Mr. Folta:

This letter is to confirm our intent to modify our 9-1-1 System. Enclosed is your copy of our Modification Plan to be filed with the Illinois State Police for approval.

Thank you for your assistance in this matter.

Sincerely,



Director of Communications

enclosure: Modification Plan

NARRATIVE STATEMENT

Please answer the questions below and provide a detailed summary to assist the Illinois State Police (ISP), the Illinois Commerce Commission (ICC), and the Statewide 9-1-1 Administrator (Administrator) with an understanding of the plan and the nature of the modification as it applies to this application. Please use additional sheets if necessary.

1. Explain the reason for submitting the modification and provide the name and contact information for your certified 9-1-1 system provider, NGCS provider, and NOC/SOC provider.

The Waukegan Metropolitan ECC system is providing call handling and dispatching services for Tower Lakes Police Dept., Park City Police Dept., and Winthrop Harbor Police and Fire Departments. With the consolidation of Gurnee into LakeComm, LakeComm has agreed to become the Waukegan Metropolitan ECC back up PSAP. AT&T is the certified 9-1-1 system provider as well as the NGCS provider. Intrado and AT&T are the NOC/SOC provider. Waukegan Metropolitan ECC is also changing their name from Waukegan 9-1-1 and changing our call handling solution to ATT Vesta NXT.

2. Explain the national standards, protocols and/or operating measures that will be followed.

The Waukegan Metropolitan ECC System will comply with all Federal and State laws and with National Emergency Number Association Standards (NENA) that pertain to NG911 including the NENA i3 Standard for Next Generation - NENA-STA-010.3a-2021.

3. Explain what measures have been taken to create a robust, dependable, and diverse/redundant network and whether other 9-1-1 Authorities will be sharing the equipment.

AT&T's ESInet solution is a combination of their IP network and Next Gen Core Services (NGCS) components that includes industry leading SLAs, management services and tools to help ensure that they provide the best possible service. The design is based on building redundant systems to avoid any single point of failure (SPOF) in the ESInet and the overall NG9-1-1 Network Architecture. The NG9-1-1 system will provide flexibility in the routing of calls. The ESInet being deployed has all PSAPs connected and can route calls based on not only location, but also by availability. In a Next Generation solution, a call will be answered through intelligent routing. Additionally, there will be more available positions to answer calls because all connected and tested PSAPs will be technically able to answer the call and will be able to dispatch or transfer the call to another PSAP.

4. Explain what security measures will be placed on the PSAP's 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.

AT&T's ESInet cyber security policies, standards, and guidelines are consistent with industry best practices as defined by International Organization for Standardization and Control Objectives for Information and related Technology. The AT&T ESInet is a highly secure, privately managed IP network providing IP based call routing services for next generation 9-1-1 call delivery. All inbound and outbound traffic interactions are with pre-authorized entities, utilize agreed upon protocols and traverse controlled access points. Call processing and real-time data delivery are protected through both physical and logical controls. Sensitive data resides in trusted data centers that employ logical and physical access controls. All hardware and software elements deployed in a production environment go through stringent release management processes that incorporate thorough penetration scan testing. Corporate and development environments are separate from production and are not used in development or system test environments. Inter-zone traffic is restricted to only that of authorized personnel and the necessary protocols destinations used to support the management and applications of the ESInet with all other traffic implicitly denied by way of redundant and diverse Session Border Controllers (SBC) and stateful firewalls.

A Network Operations Center (NOC) staffed 24 hours a day, seven days a week, 365 days a year to actively monitor and manage the AT&T ESInet end-to-end service is provided. When a potential or actual Customer-affecting issue is detected, the Incident Administration team is engaged by the NOC. The team uses established processes that are ISO 9001:2008-compliant for immediate escalation, notification, resolution, and reporting. All buildings, NOC and Data Center access are monitored by 24x7 security and access control systems.

5. Identify the backup PSAP. (Name and Address)

LakeComm - 656 Winchester Rd. Libertyville, IL 60048

6. Indicate the PSAP Name(s) and Address(es) for your predetermined alternate route(s) or specify if none.

None

7. Explain how split exchanges will be managed.

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.

8. Explain how the GIS database will be maintained and how boundary, address point, and street center line errors will be corrected and updated on a continuing basis.

The GIS database is maintained and managed by LakeComm GIS manager Marissa Dantos as it is a consolidated computer aided dispatch, GIS database, and records management system. Regular updates are pushed out to the MCTs by LakeComm.

9. Indicate who will be responsible for updating and maintaining the data. Updates are required whenever there is a change to the Road Centerline layer that includes a new or changed road name(s) or a database change, or annexation that modifies the Law, Fire, or EMS Boundary Layer, and whenever an updated version of the workflow tool is released.

LakeComm updates and maintains the data. Updates are installed by individual officers as they sign in to their MCTs/desktop computers. Individual dispatchers and supervisors monitor and install updates on the dispatching consoles when notified. Waukegan has a dedicated IT specialist, working Monday through Friday, who monitors systems and runs updates as needed.

☑ Narrative Statement - Cloud-Based 9-1-1 Call Handling Equipment

General System Requirements

- Is the cloud-based 911 Call Handling solution NG911-compliant and aligned with NENA i3 standards?
- Is the vendor/system authorized to connect to the state or regional ESInet?
- Does the redundant cloud hosting environment utilize geographically diverse data centers? Provide specific details.
- Is the system architecture scalable to accommodate fluctuating call volumes?
- Are 24/7 monitoring and technical support services available?

*Yes.

*Yes.

*Yes. The Motorola Vesta NXT solution will replace this architecture with two points of interconnect (POIs) in place of the physical, on premise, routers. These POIs are located in geographically diverse locations, in data centers located in Dallas, TX and Ashburn, VA.

*Yes, the system architecture is scalable to accommodate fluctuating call volumes.

*Yes, there is 24/7 monitoring and technical support services available through Motorola's Vesta NXT 1-800 number.

Connectivity & Network Readiness

- Are there secure and redundant connection paths to the ESInet? Provide detailed specifications.
- Is Network-to-Network Interface (NNI) configuration supported?
- Does the system utilize IP-based SIP trunking with TLS and SRTP encryption protocols?
- Are Public Safety Grade Service Level Agreements (SLAs) in place? Attach SLAs.
- Have all relevant IP addresses and DNS details been provided to the ESInet provider (AT&T, Aurelian (Comtech), or INdigital)?

*Yes. Motorola's Vesta NXT has proposed a private carrier grade Ethernet Circuit between its cloud instances in AWS GovCloud (US), and the PSAP with an automatic failover path to ATT Firstnet, using tertiary Deerfield's Dedicated Internet Access circuits. The failover routes utilized Virtual Private Network connections and all connections are encrypted end-to-end (during transit and at rest) with AES-256.

*Yes. Motorola's Vesta NXT has established network-to-network interfaces with all major NGCS providers at either its Points of Interconnection (POI) located in Dallas, TX and Ashburn, VA or directly via cloud-to-cloud interfaces.

*Yes. Motorola's Vesta NXT system utilizes a customer provided SIP infrastructure with encryption protocols.

*Yes, they are provided directly from Joshua Folta from ATT.

*Site configuration is conducted during the project phase, but Motorola's Vesta NXT has existing relationships with all major NGCS providers as well as deployment processes and operational readiness test flows. Those IPs and DNS are provided to the EsiNet provider during the deployment process.

Call Handling Capabilities

- Can the cloud-based Call Handling Equipment (CHE) receive SIP-based 911 calls with complete PIDF-LO location information?
- Is Real-Time Text (RTT) supported?
- Does the system provide TTY compatibility?
- Are transfer capabilities to and from adjacent PSAPs over the ESInet supported, including full metadata preservation?
- Are features such as call queuing, priority routing, and selective routing implemented?

*Yes.

*Yes, RTT is ready to be deployed when the customer is ready.

*Yes, Motorola's Vesta NXT provides full access to TDD/TTY functionality.

*Yes, as established through PSAP url's provided by the control provider (ie Intrado).

*Yes, these options are configured during the configuration phase.

Location & Data Handling

- Is the system integrated with a Location Information Server (LIS)?
- Can location data be displayed and acted upon in real time?
- Are logs and records of ALI, PIDF-LO, and routing decisions stored securely and in compliance with applicable standards?
- Does the CHE support NG911 multimedia data types such as video, images, telematics, and sensor data?

*Yes, as provided through mapping/GIS technologies deployed OTP by the customer or integrated into the Vesta NXT system at deployment.

*Yes, Motorola's Vesta NXT provides updates on location to the end-user as soon as they are received from the NGCS provider.

*Yes, Motorola's Vesta NXT and Intrado sets record retention policies based on customer statutes. All data is housed encrypted with AES-256, and stored in AWS GovCloud (US).

*Yes, Motorola's Vesta NXT supports multimedia data as native functionality.

Interoperability Testing

- Has the cloud provider successfully completed test scenarios with the ESInet provider?
- Has end-to-end call flow—covering call origination, routing, handling, and transfer—been validated?
- Has the accurate receipt and preservation of SIP headers and metadata been confirmed? Provide test results and outcomes.

*Yes, pre-testing with the ESInet provider in preparation for the deployment of Vesta NXT has been completed successfully. Additional test scenarios will be provided during ORT when completed.

*Yes, end-to-end call flow has been successfully tested with the ESInet provider; further testing by Vesta NXT will occur prior to deployment and during the initial phase of a cutover/live environment with the customer.

*Yes, receipt and preservation of SIP headers and metadata is an expected outcome of the deployment of Vesta NXT; test results and outcomes will become available following pre-deployment testing with the ESInet testing/ORT.

Security & Compliance

- Is the system compliant with CJIS security requirements and SOC 2 Type II certified?
- Does the system support end-to-end encryption for both voice and data using TLS 1.2 or higher?
- Are role-based access controls and system audit logs implemented?
- Is a cybersecurity incident response plan in place? Attach the plan.

*Motorola's Vesta NXT is a SOC2 Type II certified and independent 3rd party auditors review our compliance. While Motorola's Vesta NXT does not store or process CJIS data, the facilities and our security practices exceed the requirements for CJIS.

*Yes, Motorola's Vesta NXT uses TLS 1.3 where available and falls back to 1.2 where required.

Yes, Motorola's Vesta NXT uses a Zero Trust Architecture, or Perimeter Security and fully logs all user activity.

*Please see the attached cybersecurity plan from Motorola.

Training & Documentation

- Provide a training plan for telecommunicators and IT staff.
- Provide detailed documentation covering call flow, failover mechanisms, recovery processes, and maintenance schedules.
- Include Tier 1 and Tier 2 support contact information.
- Include escalation procedures and confirm they have been shared with the ESInet provider.

*Training is coordinated with the customer prior to a cutover of the system. It consists of, and have available, administrative, supervisory, agent, and analytics training. A training schedule/plan is attached with course descriptions that will enable the customer to determine how to assign training classes for staff based upon their agency role. The initial training will be conducted using Vesta NXT's in-person instructional sessions and self-led online learning platform. This training will lead users through orientation of the Vesta NXT user interface and navigate through each feature within the platform. Additionally, administrative staff will receive training in the use of Analytics gathering and reporting using historical data. The online training will be available to users for one year with auditing available. This allows sufficient time for the agent to complete or refresh their learning.

*Call flow was conducted with the customer and Motorola Application Specialists on 4/8/26. Maintenance windows are coordinated through a Customer Support Manager. Following call flow detail established during a one-on-one system demonstration and active call flow questionnaire. Provisioning training is conducted with identified agency staff. Failover mechanisms are established through hardware redundancy and system monitoring: recovery processes are established and reviewed during the transition to support meeting upon deployment. Maintenance schedules and updates are provided to agency contacts through bulletins; any significant maintenance is performed only after contact with the agency and an agreed upon date and time.

*The transition to Motorola's support team completes the implementation activities. Motorola's Customer Support team can be reached at 1-9=800-MSI-HELP (option x4, x4, x3) or by email at support-commandcentral@motorolasolutions.com.

*In addition to Tier 1 and Tier 2 support, a customer support manager is assigned to each agency to provide escalation and constant monitoring of any issue which cannot be resolved in a appropriate time period. Motorola has rigorous support procedures with the NGCS providers with established lines of communication between vendors to ensure seamless reporting and data exchange during incidents.

Go-Live Preparation

- Have test calls been scheduled and coordinated with the ESInet provider? Provide testing schedule.
- Has a cutover plan been developed and shared? Attach the plan.
- Is a backup call routing plan confirmed? Attach the plan.
- Provide a contingency plan for system failure or degraded performance.

*A tentative testing schedule has been established with pass-through testing expected on 5/8, followed by ORT.

*A cutover plan template is attached which will be adjusted to specifically meet the deployment of the application and services to the agency.

*A backup call routing plan will be established by the agency through the use of local agency or locality plans currently in place for the continuity of operations.

*Contingency Plan for system failure or degraded performance includes significant testing, a system verification checklist complete by field engineering staff, positional testing, audio testing to ensure operational readiness to prevent any system failure or degradation of performance. Through a constructed cutover plan, agency deployment will occur through positional deployments leaving infrastructure to be retired in place throughout the deployment should the need arise due to system failure or degraded performance.

FINANCIAL INFORMATION

Annual Recurring 9-1-1 Network Costs Prior to Modification	\$ 330,000
Projected Annual Recurring 9-1-1 Network Costs After Modification	\$ 330,000
Installation Cost of the Project	\$ 0.00
Additional Recurring Costs as a Result of the Modification – Provide Explanation Below	\$ 0.00

A summary of anticipated implementation costs and annual operating costs of the modified 9-1-1 system that are directly associated with 9-1-1 as well as the anticipated revenues. Include the email request and Administrator's approval that support your network costs.

We do not anticipate any network cost changes as a result of this modification. These amounts consist of the network costs incurred from Constellation, ATT, and Peerless. The amounts have been reduced in the past year with the elimination of old wire line service no longer being used.

COMMUNITIES SERVED

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

(ADD ADDITIONAL PAGES AS NEEDED)

[illegible]

PARTICIPATING AGENCIES

Provide a list of public safety agencies (Police, Fire, EMS etc.) that are directly dispatched by the 9-1-1 System. Do not forget to include County Sheriff's jurisdiction and Illinois State Police Troops, if applicable. Each agency that appears on this list needs to have signed a call handling agreement.

(ADD ADDITIONAL PAGES AS NEEDED)

[illegible]

ADJACENT 9-1-1 AUTHORITIES

Provide a list of 9-1-1 Authorities that are adjacent to the proposed system's boundaries. Each 9-1-1 Authority that appears on this list needs to have signed a call handling agreement.

[illegible]

ORIGINATING SERVICE PROVIDERS (OSP)

(Wireline, Wireless, VoIP, Text)

A list of each OSP's exchange(s), prefix(es), and the 9-1-1 System Providers (OSP) configurations that will be used in the proposed system.

(ADD ADDITIONAL PAGES AS NEEDED)

ORIGINATING SERVICE PROVIDER	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER
ATT	308 S. Akard St., Ste. 100, Dallas TX 76202	210-821-4105
Verizon Wireless	1095 Avenue, NewYork, NY 10036	212-395-1000
T-Mobile	12920 SE 38th St., WA 98006	425-378-4000
TDS Metrocom	525 Junction Rd., Ste. 6000, Madison, WI 53717	608-664-4000
Focal	200 N LaSalle St., Ste 1100, Chicago, IL 60601	312-895-8400
Global Comm	17000 Preston Rd., Ste 320, Dallas, TX 76248	256-432-2685
Mcleod	1770 Boyson Rd., Hiawatha, IA 52233	319-790-7000
Mpower		585-218-6550
XO Comm	13865 Sunrise Valley Dri, Herndon, VA 20171	703-547-2000

TEST PLAN

1. The Test Plan defines testing with all OSPs and Aggregators who are known, including but not limited to, call testing, system overflow, system backup, pre-determined alternate routing, call transfers, NG9-1-1 address components and functionality, Integrated Text to 9-1-1 for Short Message Service (SMS) or Real Time Text (RTT) and if applicable, Multimedia Messaging Service (MMS), measurement tools, reporting solutions and voice and speech quality. The Test Plan should include Failover Test Cases, Network Equipment Test Cases, Call Handling Equipment Test Cases, Call Processing Test Cases including Text and Split Exchange Testing.

To be tested during our scheduled Operational Readiness Test conducted by ATT and Motorola.

2. List wireline exchanges to be tested.

AT&T

3. List the Wireless, Text, and VoIP Carriers to be tested.

Wireless, Text: AT&T, T-Mobile, Verizon Wireless

VOIP: Intrado

ZIP CODES

Provide a list of Zip Codes for the communities within the boundary of your 9-1-1 System along with those being added. The Statewide 9-1-1 Bureau will determine the 9-1-1 Authority's zip code percentage using the NG9-1-1 GIS Address Point data within each Zip Code Boundary.

60079, 60085, 60087, 60083, 60048, 60010, 60096

Test Plan Description i3

TEST #	TEST CASE	TYPE
1	Trunk Verification (SIP)	Call Routing
2	Trunk Verification (SS7 Ingress from LSR)	Call Routing
3	Trunk Verification (SS7 Egress from AGC to LSR)	Call Routing
4	Perform reboot and validation on each AT&T network edge router at PSAP	Failover test
5	Perform WAN interface shutdown and validation on each AT&T network edge router at PSAP	Failover
6	Perform reboot and validation on each ATT Interface Router (between CPE and AT&T router)	
7	Wireline Call Routed to PSAP through AT&T ESInet	Equipment
8	Wireless Call Routed to PSAP through AT&T Esinet	Equipment
9	VOIP Call Routed to PSAP through AT&T ESInet	Equipment
10	CPE bids i3 Components	Call Handling
11	i3 Routing Fails, Routing via SRDB for Wireline call	Call Routing
12	i3 Routing via ECRF for Wireline call	Call Routing
13	i3 Transfer: Fixed Bridge Conferencing Confirmation (Call to IP PSAP then bridge to i3 PSAP if available – willing PSAP)	Call Handling
14	S/R Transfer: Selective Bridge Conferencing Confirmation, if used by the PSAP	Call Handling
15	S/R Transfer: Fixed Bridge Conferencing Confirmation	Call Handling
16	S/R Transfer: Fixed Bridge Conferencing Confirmation	Call Handling
17	PSTN Transfer: Fixed Bridge Conferencing Confirmation	Call Handling
18	Manual Transfer to valid local TN	Call Handling
19	Manual conference bridging to invalid unassigned number	Call Handling
20	Manual conference bridging to a valid 8YY number	Call Handling
21	Manual conference bridging to a valid Busy number	Call Handling
22	Manual conference bridging to a Multi-Party Conference	Call Handling
23	Manual conference bridging to a valid long-distance cell	Call Handling
24	Alternate Routing	Call Routing
25	Ring no Answer Timer	Call Routing
26	No position Logged In	Call Routing
27	Abandonment Routing	Call Routing
28	Un-Abandonment Routing	Call Routing
29	Abandonment Routing – PAD Testing (if PAD available)	Call Routing
30	Un-Abandonment Routing – PAD Testing (if PAD available)	Call Routing
31	Test line appearances that appear on each CPE	Call Processing
32	TTY call	Call Handling
33	TTY conference call	Call Handling

The SOC Experience

Introduction to Endpoint Security



Endpoint Security Overview

Managed Next-Generation Antivirus (NGAV)

VESTA NXT Subscription models now include endpoint protection capabilities.

Included endpoint security helps protect against common malware with a monitored security agent customized, performance tested, and fully supported for VESTA NXT systems.

Scope of Installation: NGAV agents will be installed on VESTA NXT servers (on-premise version) and call taking positions. Tech Support only supports the approved NGAV agents installed on in-scope systems.

Support: The SOC will reach out to your escalation contact for any security or technical related support as it pertains to the service. The Deployment Team will follow up with an email to provide further details and collect the contacts.



Your Security Operations Team

Motorola Solutions SOC experts have the knowledge to perform investigations and initiate response actions, ensuring your investment is effective.



Experienced Analysts

Our SOC analysts have spent thousands of hours identifying, investigating, and correlating endpoint threats.



Background Checked Analysts

Our SOC team is CJIS trained and undergo thorough background checks.



Years of Incident Handling

Extensive experience supporting IR partners with ransomware, threat actors, compromises, and network intrusion. Analysts have experience being on the front lines.



Public Safety and IT Enterprise

We partner with our internal public safety product and technical teams. We have years of experience in multiple industries (retail, education, healthcare, oil and gas, etc.)



MDR Terminology

Key Terms to Know



Event

An individual data point such as a login attempt, user or network activity.



Alert

An event or group of events that are potential security concerns. Alerts are investigated by the virtual analyst or human security experts.



Credible Threat

A potential cyber threat that, after investigation, could lead to a cyber-attack, compromise, or present increased risk to your network.



Security Case

If your analyst deems an alert to be a credible threat, they will create a security case and escalate to your listed contacts if warranted.



Response Action

Steps or actions taken in response to a credible threat. This can include containment and eradication of the threat or isolation of an asset.



Time to Resolution (TTR)

We pride ourselves on transparency, and approach this partnership with openness and honesty.



Case Priority Levels

Ticket Priority Level	Definition
 P1	Confirmed high risk threat with no countermeasures or containment is not achieved or High risk threat that is widespread or Compromised user account
 P2	Confirmed high risk threat with countermeasures applied or threat contained or Suspected threat, suspicious activity, unconfirmed indicators of compromise or Validation needed for suspicious activity
 P3	Low risk threat (adware, unwanted programs, add-ons, toolbars, etc.) or Suspicious patterns or activity that normally do not result in a security event but should be reviewed
 P4	Administrative or maintenance tasks (not related to security alerts) or Configuration or service questions



Security Cases Overview

What to Expect with Security Cases

What You Will Get



Incident Summary



What Is The Risk



What Needs To Be Done



Scope of Threat



Technical Details

What You Will Need to Do



Read the Ticket Carefully



Respond as Soon as Possible



How to Get Help

Reach out to the SOC

Availability 24x7x365



Create a ticket by emailing
support@soc.activeeye.com



Call 1-800-MSI-HELP (674-4357)
Say "Security Operations"





AT&T 9-1-1 ESCALATION LIST 2026 – ILLINOIS ESINET PSAPs

AT&T is available to assist with maintenance issues impacting AT&T 9-1-1 Network components or AT&T-supported 9-1-1 Call Handling equipment 24 x 7 x 365. Maintenance issues are defined as “break/fix” scenarios that prevent a PSAP’s 9-1-1 service from operating at 100%.

To Report 9-1-1 Maintenance Issues to AT&T

Call the AT&T 911 Resolution Center – **emergency & non-emergency issues**
888-243-1911

OR

Open a ticket online through AT&T Express Ticketing – **non-emergency issues only**
<https://expressticketing.acss.att.com>

9-1-1 MAINTENANCE ISSUES ESCALATION CHART

Level	Escalation Contact	Contact Information
1 st Escalation	9-1-1 Resolution Center Lead Manager	888-243-1911
2 nd Escalation	9-1-1 Resolution Center Area Manager	Katie Vachon 404-775-9192 OR Yohance Chisum 312-723-6442
3 rd Escalation	Assigned 9-1-1 Service Executive	Josh Folta 312-291-6235

AT&T ILLINOIS 9-1-1 SERVICE MANAGEMENT SUPPORT

Listed below are the 9-1-1 Service Management resources assigned to provide escalation support if additional assistance is needed after an AT&T trouble ticket has been escalated within the 9-1-1 Resolution Center. Escalations should be requested via phone call to ensure prompt response.

Josh Folta
9-1-1 Service Manager
312-291-6235 (joshua.m.folta@att.com)

Should you need to escalate an issue or question beyond your assigned 9-1-1 Service Executive after you have reached out to them, please call:

Topper Hightower
Associate Director, 911 Service Management
336-692-0911 (topper.hightower@att.com)

AT&T ILLINOIS 9-1-1 TEAM CONTACT LIST – 2026

(Please use the table below to find the proper 9-1-1 Team Contact for your question or concern)

Team	Contact	Point of Escalation
9-1-1 Service Management <i>Assists with customer escalations as well as available to assist with general questions about AT&T 9-1-1</i>	Josh Folta 9-1-1 Service Manager 312-291-6235 joshua.m.folta@att.com	Topper Hightower Associate Director, 9-1-1 Svc Mgt. 336-692-0911 topper.hightower@att.com
9-1-1 Data Integrity Unit (DIU) <i>Assists with customer requests related to ALI/MSAGs</i>	AT&T 911 DIU 800-879-4090 att911database@att.com	Jennifer Knight Associate Director, 9-1-1 Database 512-870-7935 jennifer.knight@att.com
Public Safety Sales <i>Assists with pricing requests, new sales for 911 Call Handling equipment, ESINet</i>	Jennifer Kuceba Application Specialist 847-207-7379 jennifer.j.kuceba@att.com Bryce Jacoby Solution Engineer 262-707-9430 bryce.jacoby@att.com	Jon Holland Regional Director 949-202-6890 jonathan.holland@att.com

ADDITIONAL INFORMATION/TIPS ABOUT REPORTING 9-1-1 MAINTENANCE ISSUES TO AT&T

What is a maintenance issue?

Maintenance issues are defined as “break/fix” scenarios that prevent a PSAP’s 9-1-1 service from operating at 100%. Maintenance issues can be considered emergency issues (events that impact $\geq 50\%$ of a PSAP’s 9-1-1 call-taking capacity) or non-emergency issues (events that impact $< 50\%$ of a PSAP’s 9-1-1 call-taking capacity).

All 9-1-1 maintenance issues require a trouble ticket for proper tracking and timely resolution; 9-1-1 trouble tickets may be opened via one of the two methods noted above only. Maintenance issues should not be reported via phone call, text/SMS, or e-mail to AT&T technicians, sales contacts, or service executives.

What information does AT&T need to open a trouble ticket when calling the Resolution Center?

Below is information AT&T will need to open a trouble ticket:

- PSAP Name including state where PSAP is located
- PSAP Address
- Contact Name and Number
- Description of Trouble Including any specific information available, i.e.:
 - Date/Time of trouble experienced
 - ANI or ALI of calls experiencing trouble
 - Is trouble occurring at all positions or only some, all circuits or only some?
 - Is trouble occurring all the time or intermittently?
 - Any pre-existing conditions or alarms seen.
- If trouble is reported via AT&T Express Ticketing, a circuit ID will be required to create a ticket (either a specific circuit ID for network troubles or the PSAP pseudo-circuit if reporting 911 Call Handling equipment issues).
 - *Note: if you are unaware of the pseudo circuit assigned to your PSAP, please contact your assigned 9-1-1 Service Executive for details*
- *After Business Hours: for non-urgent troubles (less than 50% impairment) – is technician dispatch needed immediately or the next business day?*
- *Requests for vendor meets require open trouble ticket and 24 hours’ advance scheduling*

Who can open a trouble ticket with AT&T for 9-1-1 issues?

9-1-1 maintenance issues may be reported to AT&T by the PSAP, the PSAP’s vendor, or designated 9-1-1 Authority (i.e. ETSB, County 9-1-1 Coordinator, representative from State 9-1-1 Authority). When reporting trouble on behalf of a PSAP, please be aware some trouble tickets requiring dispatch are billable. The party who requests a trouble ticket may be asked to authorize dispatch charges on behalf of the PSAP. AT&T is unable to bill any agency outside the PSAP for 9-1-1 trouble tickets.

How can I escalate a trouble ticket?

Please utilize the escalation information located at the beginning of this document for specific contacts who can assist with customer escalations related to maintenance issues. All escalations should begin with the 911 Resolution Center. If you are unsatisfied with 911RC response, you are welcome to engage your assigned 911 Service Executive. All escalations should be made via phone call to ensure timely response. Escalations sent via e-mail or text message may receive delayed response.

Are there times when AT&T may redirect my PSAP to another place for assistance?

There may be times when trouble tickets are requested from AT&T do not meet maintenance (break/fix) criteria or should be reported to another organization or company (examples noted below). In these cases, AT&T will redirect the reporting party to the proper organization or company (for tickets opened via Express Ticketing, redirection may be in the form of a phone call to the reporting contact or notes in the ticket log):

- **Non-911 network issues** (i.e. trouble with administrative lines, PRIs, IP-Flex, radio circuits, ring down circuits) – these should be reported to AT&T through Express Ticketing only to ensure the proper maintenance center is engaged. Phone number or circuit ID will be required to open a ticket through Express Ticketing.

IP-FLEX/BVOIP 1 877 288 8362 opt. 1

Repair 1 800 288 2020

- **Non-AT&T circuits** (circuits that originate with another Service Provider, i.e. CAMA trunks from a Frontier Selective Router or NG911 connectivity from a provider other than AT&T) – AT&T is unable to report troubles to another telephone service provider on behalf of a PSAP and in many cases, does not have record of a PSAP's circuits belonging to a provider other than AT&T. AT&T will direct the reporting party to report the trouble to the serving telephone service provider.
- **Troubles specific to a single telephone service provider** (i.e. trouble issues only being experienced with calls from a specific wireless provider) – AT&T is unable to report trouble to another telephone service provider on behalf of a PSAP. AT&T will direct the reporting party to report the trouble to the impacted telephone service provider directly.
- **Items that do not qualify as maintenance issues** (i.e. MAC (move/add/change) activity, on-site technician presence for testing) – there are designated processes for requesting technician presence for non-maintenance items as they require advance scheduling with proper lead times. PSAPs who request non-maintenance activity via trouble ticket will be directed to utilize the AT&T MAC Process for requesting/scheduling AT&T assistance. PSAPs should contact their assigned 911 Service Executive for additional information.

9-1-1 AUTHORITIES BACKUP AGREEMENT

For the purpose of effective handling and routing of 9-1-1 Emergency Calls, 9-1-1 Authority _____ and 9-1-1 Authority _____ have entered into this Agreement pursuant to a framework established between participants of the 9-1-1 System (**hereinafter the “Parties”**).

This Backup Agreement authorizes and directs the _____ of _____ and the _____ of _____ to enter into a 9-1-1 Authorities Backup Agreement (“AGREEMENT”) to establish the procedures that enable management of emergency calls during prearranged, unanticipated, and exigent circumstances.

This AGREEMENT establishes the procedures to follow during such circumstances.

The headings contained in this AGREEMENT are for convenience of reference only and shall not affect in any way the meaning or interpretation of this AGREEMENT. As the Public Safety Answering Point’s (PSAPs) name will be used to describe the PSAPs that answer 9-1-1 calls.

I. DEFINITIONS

Abandoned Call - A call placed to 9-1-1 when a PSAP is in an abandonment state/offline.

Contingency Diversion – The capability of routing 9-1-1 calls to a designated alternate location(s) if all 9-1-1 trunks are busy or out of service due to a service interruption. May be activated upon request or automatically, if detectable, when call volume exceeds a designated threshold, 9-1-1 equipment fails, the PSAP itself is disabled, or other conditions causing the processing and answering of a 9-1-1 call to be compromised.

Exigent Circumstances – Situation impacting 9-1-1 call processing in which the PSAP authority determines is sufficiently significant and pressing to divert calls from the PSAP to a predetermined alternate PSAP.

Primary [Diverting] PSAP – The PSAP which, by agreement, reroutes 9-1-1 calls to an alternate PSAP under prearranged, unanticipated, or exigent circumstances.

Prolonged Event – An exigent circumstance of a lengthy duration and condition that causes the PSAP’s authority to invoke contingency diversion of 9-1-1 calls from one PSAP to a predetermined receiving PSAP.

Backup [Receiving] PSAP – The PSAP which, by agreement, answers 9-1-1 calls for another PSAP under prearranged, unanticipated, or exigent circumstances.

9-1-1 AUTHORITIES BACKUP AGREEMENT

II. 9-1-1 EMERGENCY CALL HANDLING DISPATCH PROCEDURES AND PROTOCOLS

It is agreed by _____ and _____ that contingency diversion of 9-1-1 calls may not be supported if the Backup PSAP is experiencing its own emergency or has its own need for overflow call handling support.

The exigent circumstances and conditions under which a contingency diversion activation may occur shall include, but are not limited to the need for PSAP evacuation, network failure, call handling equipment failure, unavailability of numerous workstations, or other conditions causing the processing and answering of a 9-1-1 call to be compromised.

The rerouting of all 9-1-1 calls to the Backup PSAP shall be done at the 9-1-1 routing level (Selective router or NG911 Core Services [NGCS]) to maintain the same level of service and information, and not routed to ten-digit lines. If this is not capable, the substitute methods must be approved by the 9-1-1 System Manager.

_____ agrees to accept the following call types from
_____:

911 Voice
911 Text
10-digit Emergency
CAD-to-CAD Interface
10-digit Non-Emergency/Administrative (Admin)
Images/Video to 911

- A. Condition 1: Call overflow due to instances such as PSAP busy condition or ring, no-answer due to full call queue.
- i. The Backup PSAP will accept overflow calls from _____ when its call queue is full, or a call goes unanswered for a period of _____ (_____) seconds. The Backup PSAP will make best efforts to deliver any answered call details under this provision back to the PSAP's jurisdiction for dispatch by the following manner and in the following priority order:
1. Priority Method: Radio transmission on _____
 2. 2nd Priority Method: 10-digit Non-Emergency/Admin (____) _____
 3. 3rd Priority Method: Talk Group _____

9-1-1 AUTHORITIES BACKUP AGREEMENT

- B. Condition 2: Call diversion due to instances such as PSAP offline or evacuated (also known as abandonment) or call handling equipment is offline due to a network outage.
- i. The Backup PSAP will accept calls from the Primary PSAP when the Primary PSAP has invoked its abandonment state in the NGCS policy routing rules and the Backup PSAP is next in the rules queue. The Primary PSAP may have multiple alternate destinations provisioned ahead of the Backup PSAP which may assist in limiting the volume of calls diverted to its call queue. The Backup PSAP will make best efforts to deliver any answered call details under this provision back to the Primary PSAP for dispatch by:
 1. 1st Priority Method: Radio transmission on _____
 2. 2nd Priority Method: 10-digit Non-Emergency/Admin (____) _____
 3. 3rd Priority Method: Talk Group _____
- C. Condition 3: Call misrouted due to routing function, shared exchange, mobile caller, or other reason.
- i. The Backup PSAP will accept calls from the Primary PSAP when misrouted calls are transferred.
- D. Both _____ and _____ agree to place an overflow queue for each other on their call handling screens to manage inbound diverted 9-1-1 calls within thirty days (30) days of execution of this AGREEMENT. Each Party shall bear their own costs for equipment modification. Both Parties understand that diverted calls may be answered with a lower priority than the answering jurisdiction's – Check all that apply:
- Text to 911, 10-digit Emergency, 10-digit Non-Emergency/Admin Calls,
and Alarm Calls.
- E. During a call diversion event the Backup PSAP will audio record answered calls from the Primary PSAP. Recordings will be made available to the Primary PSAP upon request.
- F. During an emergency event lasting longer than _____ (____) continuing hours, the Primary Party will in good faith, make best efforts to send staff to the Backup PSAP to provide operational support and subject matter expertise to minimize impact to the Backup PSAP staff and operations.
- G. Parties will share their call handling and call documentation procedures to inform one another of the specifics of each other's operation. At a minimum, Parties will gather location information, call back number, nature of the call, and known safety information.
-

9-1-1 AUTHORITIES BACKUP AGREEMENT

Parties will make a concerted effort to align with the call documentation procedures when handling calls from the other's jurisdiction.

- H. If a valid callback number is available, Parties will attempt to re-establish contact with abandoned calls. At a minimum, one callback should be performed to verify if an emergency exists when there are signs of distress, inaudibility, or a clear indication that emergency service is needed.
- I. When feasibly possible, _____ will follow up with a radio, voice transmission, or delivery of an email to _____ of the available Computer Aided Dispatch (CAD) or Call Detail Record (CDR) for _____ calls.
- J. When feasibly possible, _____ will follow up with a radio, voice transmission, or delivery of an email to _____ of the available Computer Aided Dispatch (CAD) or Call Detail Record (CDR) for _____ calls.
- K. Within thirty (30) days of the execution of this AGREEMENT, the Parties agree to conduct and document the appropriate training of their respective staff on the processes and procedures agreed to by the Parties.
- L. The Parties agree to notify the other Party of a return to normal conditions (such as the re-occupation of an evacuated PSAP) at the earliest possible opportunity. The Primary PSAP will be responsible for returning services back to normal conditions.
- M. If _____ or _____ is compelled by Law to disclose any call information, it shall provide prompt written notice to the other Party. If the Parties cannot fail to quash the legal process requiring disclosure, both Parties understand the requested call information will be disclosed only to the extent necessary to satisfy the request.

III. UPDATES AND MODIFICATIONS TO THIS AGREEMENT

This agreement shall last for a period of one year from _____ through _____ and shall continue from year to year thereafter. If either party wishes to terminate this agreement, they shall provide the other party with at least 30 days written notice of such termination.

The Parties agree to review this Agreement on a bi-annual basis, at a minimum, to update any processes or understandings.

9-1-1 AUTHORITIES BACKUP AGREEMENT

The Parties entering into this AGREEMENT acknowledge that any modifications must be by mutual consent, in writing, with as advanced notice as possible considering the circumstances, and will be treated as an amendment to this AGREEMENT.

The 9-1-1 Administrator shall be notified when there are any modifications to, or termination of, this AGREEMENT.

IV. EFFECTIVE DATES

This AGREEMENT shall take effect upon its signing by authorized representatives of each party.

Signatures:

Name: _____

Signature: Jason E Kern Date: _____

Title: _____

9-1-1 System: _____

Name: _____

Signature: FL Date: _____

Title: _____

9-1-1 System: _____

Date 02-10-2026

Confirmed By [COHEN HOLLY \(hs1896\)](#)

PSAP Name Waukegan 911 IL

Physical Address 101 N West St

City Waukegan

State IL

Zip 60085

County Lake

Default (Wireline) ESN 622

Default (Wireless) ESN 957

Default (VoIP) ESN 622

Hosted CPE Solution Y

CPE Vendor n/a

Oversight Agency #1

Name n/a

Address n/a

City n/a

State n/a

Oversight Agency #2

Name n/a

Address n/a

City n/a

State n/a

PSAP Deployment Contact

Title SENIOR TECH SERVICE MGMT

Name JOSHUA FOLTA

Address 10 S CANAL ST

Trunk Counts

Total Number of Combined Trunks (9-1-1 Lines) 10

AND/OR

Number of Wireless Trunks (9-1-1 Lines) 10

Number of Wireline Trunks (9-1-1 Lines) 10

Number of VoIP Trunks (9-1-1 Line) 10

If PSAP is going SIP, will traffic be segregated? NO

Intrado PSAP ID 170970010

Geolink PSAP ID 9776

MACD YES

PSAP Interface Type i3

Type PSAP Remote Primary

Call Center 24x7 8475992608

PAD NO

Current ESInet NO

ESInet Provider n/a

FirstNet Wireless Backup NO

CPE Model n/a

Zip n/a

Contact Name n/a

Contact Phone Number n/a

Zip n/a

Contact Name n/a

Contact Phone Number n/a

City CHICAGO

State IL

Zip 60606

Number of Wireless - VOIP Trunks (9-1-1 Lines) n/a

Number of Wireline - VOIP Trunks (9-1-1 Lines) n/a

Number of Wireless - Wireline Trunks (9-1-1 Line) n/a

Host #1

Name Lake Co Solacom Host A (ROC)
Address 656 W WINCHESTER RD
City Libertyville
State IL

Host #2

Name Lake Co Solacom Host B
Address 200 Mohawk Trail
City Lake Zurich
State IL

Do you have an AT&T, on-site, or other ALI
Database to acquire location information? NO

ALI Info #1

ALI Host Provider AT&T 9-1-1 PSP

ALI-M Format 10

Foreign ALI Provider n/a

Selective Routers Serving PSAP

Host Provider #1 ELK GROVE

**If ALI DB is on-site, is it used for both
Wireless and VoIP ALI queries? NO**

ALI Name/Location #1 Northbrook Data Center

ALI Name/Location #2 Riverfront Data Center

Foreign ALI Location n/a

LEC #1 AT&T

Type	Primary	Secondary
Wireline	YES	NO
Wireless	YES	NO
VoIP	YES	NO

Notes

n/a

Type

PRIMARY

ALTERNATE

BUSY ON INCOMING TRANSFER

ABANDONMENT

Total Ring No Answer Disconnect Tir

57

Remove SIP Contacts From Service If

NO

Route List Notes

n/a

Assignment

Primary Route

Alternate Route 1

Busy On Incoming Transfer Route 1

Abandonment Route 1

Timeout (sec) default is 45 seconds *note this value will be divided by SIP Trunk during provisioning

: No Answer?

Agency Name	Agency Type (Comm Center, Law, Fire, EMS, etc)	Routing Access (Selective Router or PSTN?)
Waukegan 911 IL	Comm Center	ECMC-ECR
Northeast Lake County Consol. IL	Comm Center	Selective Router
Northeast Lake County Consol. IL	Comm Center	Selective Router
Northeast Lake County Consol. IL	Comm Center	Selective Router

Enable Volume Distribution

ABANDON	NO
BACKUP	NO
486/Backup Routing	NO

If Selective Router, provide CLLI or note if already on ECRS Network	Routing Number (10 digit)	Agency ESN
EGVGILEGDS0	8471194110	n/a
EGVGILEGDS0	8471194039	n/a
EGVGILEGDS0	8471194039	n/a
EGVGILEGDS0	8471194039	n/a

SIP URI

sip:sos@wkgnilen1.lake.il.us

sip:sos@nlakilcc1.lake.il.us

sip:sos@nlakilcc1.lake.il.us

sip:sos@nlakilcc1.lake.il.us

PSAP: Waukegan 911 IL

Star Code	Telephone Number
*	8479113702
*	8473602470
*	8471194024
*	8473601550
*	8479113852
*	8476232161
*	8476883430
*	8471194105
*	8479113506
*	8471194039
*	8473604181

Location Name	NENA ID
Lake County Sheriff IL	
Lake Behavioral Hospital	
FoxComm E911 (Fox Lake) IL	
Waukegan PD Admin	
Mundelein Police Dept. IL	
Newport Township Fire	
USN NAVSTA Great Lakes LDC IL	
Vernon Hills	
NorComm 911 IL	
Northeast Lake County Cons. (GURNEE) IL	
Vista East ER	

Selective Router

ELK GROVE
PSTN
Live on Net: FXCMILCC1I3
PSTN
ELK GROVE
PSTN
PSTN
Live on ESInet: VNHLILPD1I3
ELK GROVE
Live on Net: NLAKILCC1I3
PSTN

SIP URI

sip:sos@lkcnilso1.lake.il.us
tel:8473602470
sip:sos@fxcmilcc1.lake.il.us
tel:8473601550
sip:sos@mddlilpd1.lake.il.us
tel:8476232161
tel:8476883430
sip:sos@vnhlilpd1.lake.il.us
sip:sos@nrcmilcd1fkln.cook.il.us
sip:sos@nlakilcc1.lake.il.us
Tel:8473604181

If yes, selective router must be selected

Receive ANI and ALI? (Y or N)	PSAP Destination? (Y or N)
----------------------------------	-------------------------------

YES	YES
NO	NO
YES	YES
NO	NO
YES	YES
NO	NO
NO	NO
YES	YES
YES	YES
YES	YES
NO	NO

			Telephone Number
ESN	ESS ID		
591	17	n/a	
592	17	n/a	
622	17	n/a	
957	17	n/a	

***11**

Location Name		Receive ANI and ALI? (Y or N)	PSAP Destination? (Y or N)
n/a		n/a	n/a
n/a		n/a	n/a
n/a		n/a	n/a
n/a		n/a	n/a

***12**

Telephone Number

Location Name

n/a

n/a

n/a

n/a

n/a

n/a

n/a

n/a

Receive ANI and ALI? (Y or N)		PSAP Destination? (Y or N)	Telephone Number
n/a		n/a	n/a
n/a		n/a	n/a
n/a		n/a	n/a
n/a		n/a	n/a

***13**

Location Name		Receive ANI and ALI? (Y or N)	PSAP Destination? (Y or N)
n/a		n/a	n/a
n/a		n/a	n/a
n/a		n/a	n/a
n/a		n/a	n/a

***14**

Telephone Number

Location Name

n/a

n/a

n/a

n/a

n/a

n/a

n/a

n/a

Receive ANI and ALI? (Y or N)	PSAP Destination? (Y or N)	Telephone Number
n/a	n/a	n/a
n/a	n/a	n/a
n/a	n/a	n/a
n/a	n/a	n/a

***15**

Location Name		Receive ANI and ALI? (Y or N)	PSAP Destination? (Y or N)
n/a		n/a	n/a
n/a		n/a	n/a
n/a		n/a	n/a
n/a		n/a	n/a

***16**

Telephone Number

Location Name

n/a

n/a

n/a

n/a

n/a

n/a

n/a

n/a

Receive ANI and ALI? (Y or N)	PSAP Destination? (Y or N)	Region
n/a	n/a	Midwest
n/a	n/a	Midwest
n/a	n/a	Midwest
n/a	n/a	Midwest

**PARTICIPATING AGENCY CALL HANDLING &
AID OUTSIDE JURISDICTIONAL BOUNDARIES
AGREEMENT**

9-1-1 EMERGENCY CALL HANDLING DISPATCH PROCEDURES:

This agreement is made between the Waukegan Metropolitan ECC ("9-1-1 Authority")
and Park City Police Department (Participating "Public Safety Agency") for the
purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING Waukegan Metropolitan ECC ("9-1-1 Authority") receiving a call for emergency services in
your jurisdiction shall dispatch the call in the following manner:

Primary: Starcom21 talkgroup LC PC-DISP1 (state specific procedures - if radio frequency-
identify frequency number, if talk group-identify name, if telephone-identify telephone number)

Secondary: Starcom21 talkgroup LC WKPD-MAIN (state specific procedures - if radio frequency-
identify frequency etc.)

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 is used for emergency calls only. Therefore, all calls of an
administrative or nonemergency nature shall be referred to your agency's published telephone number.

The PSAP agrees to keep all records, times, and the location 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.

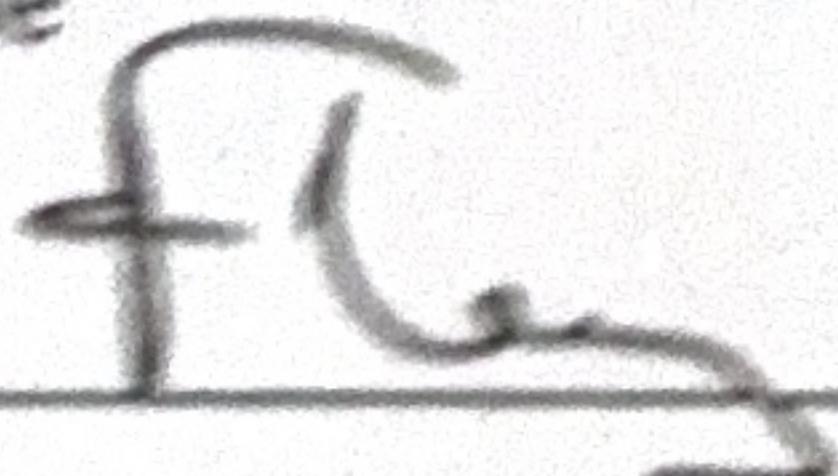
Waukegan Metropolitan ECC

Park City Police Department

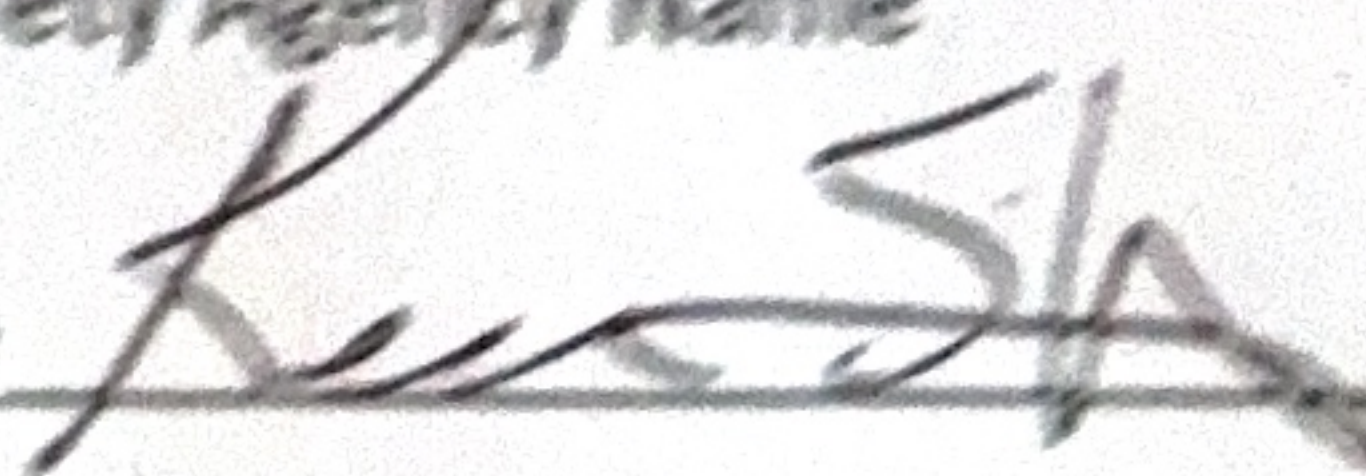
9-1-1 Authority Name

Public Safety Agency Name

Signature



Signature



Title Director of Communications Interim

Title Chief of Police

Date 04-23-26

Date 04-23-26

**PARTICIPATING AGENCY CALL HANDLING &
AID OUTSIDE JURISDICTIONAL BOUNDARIES
AGREEMENT**

9-1-1 EMERGENCY CALL HANDLING DISPATCH PROCEDURES:

This agreement is made between the Waukegan Metropolitan ECC ("9-1-1 Authority")
and Tower Lakes Police Department (Participating "Public Safety Agency") for the
purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

Waukegan Metropolitan ECC ("9-1-1 Authority") receiving a call for emergency services in
your jurisdiction shall dispatch the call in the following manner:

Primary: Starcom21 talkgroup LC PC-DISP1 (state specific procedures - if radio frequency-
identify frequency number, if talk group-identify name, if telephone-identity telephone number)

Secondary: 847-526-0444 (state specific procedures - if radio frequency-
identify frequency etc.)

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 is used for emergency calls only. Therefore, all calls of an
administrative or nonemergency nature shall be referred to your agency's published telephone number.

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

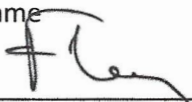
It shall be the responsibility of your agency to maintain the report of the call and the disposition of each
call received. All agreements, management, records, and service will be the responsibility of the 9-1-1
Authority.

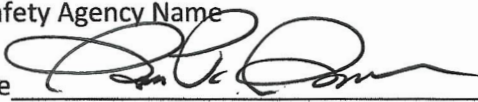
Waukegan Metropolitan ECC

Tower Lakes Police Department

9-1-1 Authority Name

Public Safety Agency Name

Signature 

Signature 

Title Director of Communications Interim

Title Chief of Police

Date 04-23-26

Date 04-23-26

**ADJACENT 9-1-1 AUTHORITIES CALL HANDLING &
AID OUTSIDE JURISDICTIONAL BOUNDARIES
AGREEMENT**

9-1-1 EMERGENCY CALL HANDLING DISPATCH PROCEDURES:

This agreement is made between Waukegan Metropolitan ECC (Waukegan ETSB) ("9-1-1 Authority"), and Glenview JESTB (North Dispatch) ("Adjacent 9-1-1 Authority"), that dispatches the following "Public Safety Agencies" whose boundaries are adjacent to this 9-1-1 Authority for the purpose of effective handling and routing of 9-1-1 Emergency Calls:

- | | |
|------------------------|-----|
| 1) See Attached (pg 2) | 6) |
| 2) | 7) |
| 3) | 8) |
| 4) | 9) |
| 5) | 10) |

CALL HANDLING

(9-1-1 Authority PSAP Name) Waukegan Metropolitan ECC receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: sip:sos@glvwilps2.lake.il.us (state specific procedures - if radio frequency-identify frequency number, if talk group-identify name, if telephone-identity telephone number)

Secondary: 847-724-1700 847-861-9611 24/7 ADMIN (state specific procedures - if radio frequency-identify frequency etc.)

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 is used for emergency calls only. Therefore, all calls of an administrative or nonemergency nature shall be referred to your agency's published telephone number.

The PSAP agrees to keep all records, times, and the location 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.

Waukegan ETSB

Glenview Public Safety Dispatch

9-1-1 Authority Name

Adjacent 9-1-1 Authority Name

Signature

Signature

Title Director

Title Director

Date 05/06/2026

Date

05/28/2026

Lindenhurst Police
Grayslake Police
Grayslake Fire Protection District
Libertyville Police
Libertyville Fire Department
Lake Bluff Police
Lake Bluff Fire Department
Lake Forest Police
Lake Forest Fire Department
Highwood Police
Highland Park Police
Highland Park Fire Department

**PARTICIPATING AGENCY CALL HANDLING &
AID OUTSIDE JURISDICTIONAL BOUNDARIES
AGREEMENT**

9-1-1 EMERGENCY CALL HANDLING DISPATCH PROCEDURES:

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

CALL HANDLING

("9-1-1 Authority") _____ receiving a call for emergency services in
your jurisdiction shall dispatch the call in the following manner:

Primary: _____ (state specific procedures - if radio frequency-
identify frequency number, if talk group-identify name, if telephone-identity telephone number)

Secondary: _____ (state specific procedures - if radio frequency-
identify frequency etc.)

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 is used for emergency calls only. Therefore, all calls of an
administrative or nonemergency nature shall be referred to your agency's published telephone number.

The PSAP agrees to keep all records, times, and the location 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.

9-1-1 Authority Name

Signature _____

Title _____

Date _____

Public Safety Agency Name

Signature _____

Title _____

Date _____

**PARTICIPATING AGENCY CALL HANDLING &
AID OUTSIDE JURISDICTIONAL BOUNDARIES
AGREEMENT**

9-1-1 EMERGENCY CALL HANDLING DISPATCH PROCEDURES:

This agreement is made between the Waukegan Metropolitan ECC ("9-1-1 Authority")
and Winthrop Harbor Police Department (Participating "Public Safety Agency") for the
purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING Waukegan Metropolitan ECC
("9-1-1 Authority") receiving a call for emergency services in
your jurisdiction shall dispatch the call in the following manner:

Primary: Starcom21 talkgroup LC PC-DISP1 (state specific procedures - if radio frequency-
identify frequency number, if talk group-identify name, if telephone-identity telephone number)

Secondary: Starcom21 talkgroup LC WKPD-MAIN (state specific procedures - if radio frequency-
identify frequency etc.)

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 is used for emergency calls only. Therefore, all calls of an
administrative or nonemergency nature shall be referred to your agency's published telephone number.

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

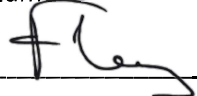
It shall be the responsibility of your agency to maintain the report of the call and the disposition of each
call received. All agreements, management, records, and service will be the responsibility of the 9-1-1
Authority.

Waukegan Metropolitan ECC

Winthrop Harbor Police Department

9-1-1 Authority Name

Public Safety Agency Name

Signature 

Signature 

Title Director of Communications Interim

Title City Manager

Date 04-23-26

Date 04-23-26

CITY OF WAUKEGAN

RESOLUTION NO. 24—R—290

**A RESOLUTION APPROVING AND AUTHORIZING A
MEMORANDUM OF INTENT REGARDING ESTABLISHMENT OF A JOINT
EMERGENCY TELEPHONE SYSTEMS BOARD AND PROVISION OF EMERGENCY
CALL SERVICES BETWEEN THE CITY OF WAUKEGAN
AND ITS PROSPECTIVE CLIENT COMMUNITIES**

**ADOPTED AND PASSED BY THE CITY COUNCIL
OF THE CITY OF WAUKEGAN**

**ON THE 04th
DAY OF NOVEMBER, 2024**

**Published in pamphlet form by authority of the City Council, of the City of
Waukegan, Lake County, Illinois, on the 05th day of NOVEMBER, 2024**


CITY CLERK JANET E. KILKELLY

RESOLUTION NO. 24—R—290

**A RESOLUTION APPROVING AND AUTHORIZING A
MEMORANDUM OF INTENT REGARDING ESTABLISHMENT OF A JOINT
EMERGENCY TELEPHONE SYSTEMS BOARD AND PROVISION OF EMERGENCY
CALL SERVICES BETWEEN THE CITY OF WAUKEGAN
AND ITS PROSPECTIVE CLIENT COMMUNITIES**

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other states and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any powers, privileges, or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Emergency Telephone System Act, 50 ILCS 750/0.01, *et seq.* (“**Act**”) governs the provision of 9-1-1 emergency telephone services in the State of Illinois; and

WHEREAS, the City operates a 9-1-1 emergency call answering and dispatch center, which is currently located in Waukegan Police Department Headquarters, and will be relocated and expanded to a new location in the near future (“**Dispatch Center**”); and

WHEREAS, the Dispatch Center serves as a Public Safety Answering Point for calls for emergency services and dispatches police, fire, and EMS responses; and

WHEREAS, the Dispatch Center currently has sufficient capacity to provide both emergency call answering and dispatching services (“**Emergency Call Services**”) to additional communities; and

WHEREAS, the Act requires (1) that all communities in Lake County with a population of less than 25,000 consolidate into a joint emergency telephone system and (2) any municipality whose PSAP is located outside of its jurisdiction to consolidate its Emergency Telephone System Board with the ETSB of the community in which its PSAP is located; and

WHEREAS, the Act authorizes any two or more municipalities, counties, or combinations thereof, to establish by intergovernmental agreement a Joint Emergency Telephone System Board (“**JETSB**”); and

WHEREAS, Public Act 99-0006 created a uniform statewide surcharge and centralized collection and distribution of 9-1-1 surcharge revenues under the Illinois State Police (ISP), and provides that the Statewide 9-1-1 Administrator will distribute surcharge revenues attributable to individual communities to the Joint Emergency Telephone System Board that they are members of; and

WHEREAS, certain Lake County communities, including specifically the Villages of Winthrop Harbor and Tower Lakes and the City of Park City ("***Client Communities***") have indicated their interest in consolidating into a JETSB created by Waukegan and receiving Emergency Call Services through the Dispatch Center; and

WHEREAS, Waukegan and the Client Communities desire to indicate and affirm their intention to enter into a binding agreement regarding (i) Client Communities' migration to and membership in the Waukegan Joint ETSB; and (ii) the provision of the Emergency Call Services through Waukegan's Dispatch Center in accordance with the terms and conditions set forth herein; and

WHEREAS, the City Council finds that it is in the best interests of the City and its residents to non-binding Memoranda of Intent with the Client Communities regarding the establishment of a Joint Emergency Telephone Systems Boards and the provision of Emergency Call Services ("***Memoranda of Intent***");

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WAUKEGAN, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1. RECITALS. The recitals set forth above are incorporated into this Section One by this reference as findings of the City Council.

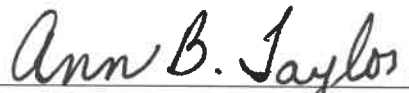
SECTION 2. APPROVAL OF MEMORANDA OF INTENT. The Memoranda of Intent are hereby approved in substantially the form attached to this Agreement as Exhibit A and in a final form approved by the Mayor and the Corporation Counsel.

SECTION 3. AUTHORIZATION. The Mayor and the City Clerk are hereby authorized and directed to execute and attest, on behalf of the City, Memorandum of Intent with both the Village of Winthrop Harbor and the City of Park City, as well as any other communities interested in joining the City's JETSB and obtaining the Emergency Call Services on the same terms as the Client Communities.

SECTION 4. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and in the manner provided by law; provided, however, that the Effective Date shall not occur prior to the execution of a sub-lease or comparable instrument for the relocation and accommodation of the Dispatch Center in a form acceptable to the City's Corporation Counsel.

PASSED THIS 04th DAY OF NOVEMBER, 2024.

RESOLUTION NO. 24—R—290
CITY OF WAUKEGAN


MAYOR ANN B. TAYLOR

ATTEST:


CITY CLERK JANET E. KILKELLY

ROLL CALL: Ald Felix, Ald Newsome, Ald Turner, Ald Donnenwirth, Ald Florian, Ald Hayes, Ald Bolton, Ald Guzman, Ald Martinez.

AYE: Ald Felix, Ald Newsome, Ald Turner, Ald Donnenwirth, Ald Florian, Ald Hayes, Ald Bolton, Ald Guzman, Ald Martinez.

NAY: None.

ABSENT: None.

ABSTAIN: None.

EXHIBIT A

FORM OF MEMORANDUM OF INTENT

RECEIVED

NOV 14 2024

WAUKEGAN CITY CLERK
JANET E. KILKELLY

2024- R- 14

***A RESOLUTION APPROVING A "MEMORANDUM OF INTENT REGARDING
ESTABLISHMENT OF A JOINT EMERGENCY TELEPHONE SYSTEMS BOARD AND
PROVISION OF EMERGENCY CALL SERVICES BETWEEN THE CITY OF
WAUKEGAN AND CITY OF PARK CITY"***

BE IT RESOLVED by the City Council of the City of Park City, Lake County, Illinois as follows:

SECTION I: That the attached "MEMORANDUM OF INTENT REGARDING ESTABLISHMENT OF A JOINT EMERGENCY TELEPHONE SYSTEMS BOARD AND PROVISION OF EMERGENCY CALL SERVICES BETWEEN THE CITY OF WAUKEGAN AND CITY OF PARK CITY" between the City of Park City and the City of Waukegan (hereinafter referred to as "Agreement") be and is hereby approved and ratified.

SECTION II: That the Mayor is hereby directed and authorized to execute said Agreement on behalf of the City, and the Clerk shall attest to his signature and affix the seal of the City to her certification.

Adopted this 3rd day of October, 2024.

Approved:


Steve Pannell, Mayor

Attest:


Maritza Dirzo, City Clerk



**MEMORANDUM OF INTENT REGARDING ESTABLISHMENT OF A JOINT EMERGENCY
TELEPHONE SYSTEMS BOARD AND PROVISION OF EMERGENCY CALL SERVICES
BETWEEN THE CITY OF WAUKEGAN AND CITY OF PARK CITY**

MEMORANDUM OF INTENT REGARDING ESTABLISHMENT OF A JOINT EMERGENCY TELEPHONE SYSTEMS BOARD AND PROVISION OF EMERGENCY CALL SERVICES (the "**Memorandum**") is made and entered into as of _____, 2024, by and between the **CITY OF WAUKEGAN**, an Illinois home rule municipal corporation ("**Waukegan**"), and the *City of Park City*, a Illinois Municipal City ("**Client**"). (For convenience Waukegan and the Client may be referred to individually as a "**Party**" and collectively as the "**Parties**.")

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

SECTION 1. RECITALS.

A. Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance.

B. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government.

C. The Parties are Illinois units of local government.

D. The Emergency Telephone System Act, 50 ILCS 750/0.01, *et seq.* ("**Act**") governs the provision of 9-1-1 emergency telephone services in the State of Illinois.

E. Waukegan operates a 9-1-1 emergency call answering and dispatch center, which is currently located in Waukegan Police Department Headquarters.

F. The Dispatch Center serves as a Public Safety Answering Point for calls for emergency services and dispatches police, fire, and EMS responses.

G. The Dispatch Center currently has sufficient capacity to provide both emergency call answering and dispatching services ("**Services**") to additional communities.

H. the Client desires to obtain the Services from Waukegan through the Dispatch Center.

I. The Act requires (1) that all communities in Lake County with a population of less than 25,000 consolidate into a joint emergency telephone system and (2) any municipality whose PSAP is located outside of its jurisdiction to consolidate its Emergency Telephone System Board with the ETSB of the community in which its PSAP is located.

J. The Act authorizes any two or more municipalities, counties, or combinations thereof, to establish by intergovernmental agreement a Joint Emergency Telephone System Board.

K. Public Act 99-0006 created a uniform statewide surcharge and centralized collection and distribution of 9-1-1 surcharge revenues under the Illinois State Police (ISP), and provides that the Statewide 9-1-1 Administrator will distribute surcharge revenues attributable to individual communities to the Joint Emergency Telephone System Board that they are members of.

L. Waukegan and the Client desire to indicate and affirm their intention to enter into a binding agreement regarding (i) Client's migration to and membership in the Waukegan Joint ETSB; and (ii) the provision of the Services through Waukegan's Dispatch Center in accordance with the terms and conditions set forth herein.

M. The Parties have determined that it is in their mutual best interests, and in furtherance of the public health, safety, and welfare, to enter into this Memorandum of Intent.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION; EFFECT.

A. **Definitions.** Whenever used in this Memorandum of Intent, the following terms shall have the following meanings unless a different meaning is required by the context:

"Administrator" means the office of the Statewide 9-1-1 Administrator, a division of the Illinois State Police.

"Dispatch Center" means Waukegan's Emergency Dispatch Center, located at 101 N West Street, Waukegan, Illinois.

"Corporate Authorities" means the Mayor and City Council of Waukegan and the City Council of the Client, respectively.

"ETSB" means an Emergency Telephone System Board, as defined in Section 50 ILCS 750/2 of the Act.

"Fund" means the Emergency Telephone System Fund that will be established by the Waukegan JETSB for the purpose of receiving 9-1-1 surcharge revenue from the Administrator.

"JETSB" means the "Waukegan Joint ETSB," which will be a Joint Emergency Telephone System Board as defined in Section 50 ILCS 750/2 of the Act.

"LEADS" means the Law Enforcement Data System program.

"NCIC" means the National Crime Information Center program.

"System" means the communications equipment and related software applications comprising an enhanced 9-1-1 system that are necessary to allow the Dispatch Center to receive emergency calls emanating from within the Parties' jurisdictions and to properly dispatch a response from the appropriate Party's emergency public safety agency. The System is owned by Waukegan and shall remain in sole ownership of Waukegan after the creation of the JETSB.

"Network Costs" means those recurring costs that directly relate to the operation of the 9-1-1 network as determined by the Statewide 9-1-1 Advisory Board, including, but not limited to, costs for interoffice trunks, selective routing charges, transfer lines and toll charges for 9-1-1 services, Automatic Location Information (ALI) database charges, call box trunk circuit (including central office only and not including extensions to fire stations), independent local exchange carrier charges and non-system provider charges, carrier charges for third party database for on-site customer premises equipment, back-up PSAP trunks for non-system providers, periodic database updates as provided by carrier (also known as "**ALI data dump**"), regional ALI storage charges, circuits for call delivery (fiber or circuit connection), Next Generation 9-1-1 costs, and all associated fees, taxes, and surcharges on each invoice. "**Network Costs**" shall not include radio circuits or toll charges that are other than for 9-1-1 services.

"Public Safety Answering Point" or "PSAP" means the initial answering location of an emergency call.

B. Rules of Construction.

1. Grammatical Usage and Construction. In construing this Memorandum of Intent, pronouns include all genders, and the plural includes the singular and vice versa.

2. Headings. The headings, titles, and captions in this Memorandum of Intent have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Memorandum of Intent.

3. Calendar Days. Unless otherwise provided in this Memorandum of Intent, any reference in this Memorandum of Intent to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Memorandum of Intent falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

4. Other Defined Terms. Capitalized terms not defined in this Memorandum of Intent shall have the meanings set forth in the Act.

C. Effect of Memorandum of Intent: Future Agreements. The Parties Agree that this Memorandum is a non-binding memorialization of their intent with regard to (i) the possibility of the Client migrating to the JETSB and (ii) the provision of the Services through the Dispatch Center. This Memorandum shall not be construed or interpreted to establish binding legal obligations. The Parties intend to formalize their intended partnership through detailed and binding agreements regarding both the operation of the Waukegan JETSB and the provision of the Services, pursuant to duly authorized approvals of their respective Corporate Authorities.

SECTION 3. CREATION AND STRUCTURE OF JETSB.

A. Waukegan will take all steps necessary to convert its existing Emergency Telephone System Board to a Joint Emergency Telephone System Board capable of accepting the Client as a member community. Waukegan commits to undertake the following:

1. Adopting amendments to its Code of Ordinances to provide for the establishment and operation of the JETSB.

2. Cooperating and coordinating with the Client to prepare and submit a plan of consolidation ("**Consolidation Plan**") for the JETSB to be submitted to the Administrator in compliance with Title 83, Chapter IV of the Illinois Administrative Code (the "**Rules**"). The Parties agree and acknowledge that the creation and operation of the JETSB is specifically contingent upon the approval of the Consolidation Plan and the issuance of an Order of Authority to operate the System for the benefit of all Parties by the Administrator.

3. Establish by-laws for the operation of the JETSB, including the following:

- a. A requirement that meetings of the JETSB shall comply with the requirements of the Open Meetings Act, 5 ILCS 120/1, et seq. (the "**OMA**").
- b. The proportional representation of client communities on the JETSB and designated members from each client community.
- c. Determinations of quorum and voting requirements for motions and resolutions.
- d. The roles and responsibilities of JETSB officers.
- e. The creation of the Fund into which all 9-1-1 surcharge revenues and proportional grants received from the ISP (collectively, "**Remittances**") shall be deposited. Waukegan will manage the Fund as the designated Treasurer.
- f. A requirements that no expenditures may be made from the Fund except upon direction of the JETSB by resolution passed by the required vote of the JETSB members.

B. Waukegan will prepare a form intergovernmental agreement ("**Membership IGA**") for all Client communities seeking to join JETSB which will govern the management and operation of the JETSB and the provision of the Services through the Dispatch Center. The Membership IGA will include, amongst other, the following provisions:

1. An acknowledgement that the Rules set forth standards of service applicable to 9-1-1 emergency systems and standards of service applicable to wireless 9-1-1 emergency systems in Parts 1325 and 1328, respectively, thereof. The Parties further acknowledge and agree that Waukegan shall perform the functions of the "**9-1-1 Authority**" described in Parts 1325 and 1328 of the Rules. For all other purposes, the JETSB shall serve as, and perform the functions of, the "**9-1-1 Authority**" as referenced elsewhere in the Rules.

2. A description of the Services to be provided to Client by the Dispatch Center, which are more fully described in Section 4 of this Memorandum.

3. A determination of the costs for the Services provided depending on population of the Client municipality and call volume. This determination will take into account the following:

- a. Costs will include overhead costs of operating the Dispatch Center.
 - b. Cost of providing Services will exceed amount of Remittances from the ISP attributable to the Client Community.
4. The process for terminating the Client's IGA and participation in the JETSB.

SECTION 4. EMERGENCY CALL SERVICES.

Waukegan intends operate a full-service emergency communications center in the Dispatch Center with sufficient capacity to provide emergency call answering and dispatch services to the Client. The Services to be provided by Waukegan to Client will include, without limitation, the following, and shall be conducted at a level equal to the overall service level provided to Waukegan's residents and non-resident customers:

- A. Provide 24-hour a day answering of all emergency 9-1-1 and police 10-digit emergency telephone calls emanating from within the Client's municipal boundaries, and maintain updated telephone lists of Client staff and employees as well as implement and utilize call-out procedures agreed upon and adopted by the parties for emergencies and non-emergencies. Waukegan will not be required to answer Client administrative or other non-emergency telephone lines.
- B. Provide 24-hour a day emergency dispatching for Client's Police Department calls for service and related activities. Including forwarding calls fire and EMS related to the proper agency.
- C. Maintain and operate radio and computer communications with the Client for all Police emergency dispatch calls, utilizing dispatching procedures mutually agreed upon and adopted by the parties.
- D. Maintain daily employee staffing levels that are sufficient, in Waukegan's reasonable discretion, for Waukegan to provide the Client with the Services in an efficient and consistent manner.
- E. Upon request by the Client, provide copies of reports on call volume, LEADS reports, officer time usage, and any other reasonably requested reports routinely maintained by a law enforcement agency.
- F. Maintain a call logging and recording system of all telephone calls and, upon written request, provide copies of recorded calls to the Client. Waukegan will further provide assistance in responding to litigation related discovery involving the Client's emergency calls or properly submitted Freedom of Information Act requests.
- G. Conduct, at the Client's request, the Client's required operations pertaining to LEADS and the NCIC.
- H. Maintain exclusive control, supervision and direction over Waukegan personnel all times during the term of this Agreement.
- I. Maintain and observe protocols for keeping confidential or sensitive data and records secure in accordance with law enforcement agencies' best practices.

- J. Provide emergency notifications to Client's residents.
- K. Contacting other Client departments including but not limited to public works, water department, and streets and sanitation departments in response to resident calls.
- L. Maintaining and contacting businesses and their owners or property managers for keyholders or after-hour emergency response.
- M. Receiving and dispatching all alarm calls to include, burglar, live video monitoring alarms, fire alarms, trouble alarms, and supervisory alarms.
- N. Making notification to proper municipal authorities during major incidents such as command staff, and officials at the request of the agency.

SECTION 5. COOPERATION AND COORDINATION.

The Parties acknowledge their mutual intent to cooperate and coordinate to realize the goals and purposes set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Intent as of the dates set forth below.

CITY OF WAUKEGAN

By: Ann B. Taylor
Mayor Ann B. Taylor

Attest: Janet E. Kilkelly
City Clerk Janet E. Kilkelly
11/14/2024

CLIENT

By: [Signature]
Mayor/Village President

Attest: Juliana Monemus
City/Village Clerk
DEPUTY

RECEIVED

NOV 14 2024

**WAUKEGAN CITY CLERK
JANET E. KILKELLY**



NOV 14 2024

MEMORANDUM OF INTENT REGARDING ESTABLISHMENT OF A JOINT EMERGENCY
TELEPHONE SYSTEMS BOARD AND PROVISION OF EMERGENCY CALL SERVICES
BETWEEN THE CITY OF WAUKEGAN AND VILLAGE OF TOWER LAKES, IL

WAUKEGAN CITY CLERK
JANET E. KILKELLY

MEMORANDUM OF INTENT REGARDING ESTABLISHMENT OF A JOINT EMERGENCY TELEPHONE SYSTEMS BOARD AND PROVISION OF EMERGENCY CALL SERVICES (the "**Memorandum**") is made and entered into as of _____, 2024, by and between the **CITY OF WAUKEGAN**, an Illinois home rule municipal corporation ("**Waukegan**"), and the *Village of Tower Lakes*, a Illinois Municipal Village ("**Client**"). (For convenience Waukegan and the Client may be referred to individually as a "**Party**" and collectively as the "**Parties**.")

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

SECTION 1. RECITALS.

A. Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance.

B. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government.

C. The Parties are Illinois units of local government.

D. The Emergency Telephone System Act, 50 ILCS 750/0.01, *et seq.* ("**Act**") governs the provision of 9-1-1 emergency telephone services in the State of Illinois.

E. Waukegan operates a 9-1-1 emergency call answering and dispatch center, which is currently located in Waukegan Police Department Headquarters.

F. The Dispatch Center serves as a Public Safety Answering Point for calls for emergency services and dispatches police, fire, and EMS responses.

G. The Dispatch Center currently has sufficient capacity to provide both emergency call answering and dispatching services ("**Services**") to additional communities.

H. the Client desires to obtain the Services from Waukegan through the Dispatch Center.

I. The Act requires (1) that all communities in Lake County with a population of less than 25,000 consolidate into a joint emergency telephone system and (2) any municipality whose PSAP is located outside of its jurisdiction to consolidate its Emergency Telephone System Board with the ETSB of the community in which its PSAP is located.

J. The Act authorizes any two or more municipalities, counties, or combinations thereof, to establish by intergovernmental agreement a Joint Emergency Telephone System Board.

K. Public Act 99-0006 created a uniform statewide surcharge and centralized collection and distribution of 9-1-1 surcharge revenues under the Illinois State Police (ISP), and provides that the Statewide 9-1-1 Administrator will distribute surcharge revenues attributable to individual communities to the Joint Emergency Telephone System Board that they are members of.

L. Waukegan and the Client desire to indicate and affirm their intention to enter into a binding agreement regarding (i) Client's migration to and membership in the Waukegan Joint ETSB; and (ii) the provision of the Services through Waukegan's Dispatch Center in accordance with the terms and conditions set forth herein.

M. The Parties have determined that it is in their mutual best interests, and in furtherance of the public health, safety, and welfare, to enter into this Memorandum of Intent.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION; EFFECT.

A. **Definitions.** Whenever used in this Memorandum of Intent, the following terms shall have the following meanings unless a different meaning is required by the context:

"Administrator" means the office of the Statewide 9-1-1 Administrator, a division of the Illinois State Police.

"Dispatch Center" means Waukegan's Emergency Dispatch Center, located at 101 N West Street, Waukegan, Illinois.

"Corporate Authorities" means the Mayor and City Council of Waukegan and the Village President and board of trustees of the Client, respectively.

"ETSB" means an Emergency Telephone System Board, as defined in Section 50 ILCS 750/2 of the Act.

"Fund" means the Emergency Telephone System Fund that will be established by the Waukegan JETSB for the purpose of receiving 9-1-1 surcharge revenue from the Administrator.

"JETSB" means the "Waukegan Joint ETSB," which will be a Joint Emergency Telephone System Board as defined in Section 50 ILCS 750/2 of the Act.

"LEADS" means the Law Enforcement Data System program.

"NCIC" means the National Crime Information Center program.

"System" means the communications equipment and related software applications comprising an enhanced 9-1-1 system that are necessary to allow the Dispatch Center to receive emergency calls emanating from within the Parties' jurisdictions and to properly dispatch a response from the appropriate Party's emergency public safety agency. The System is owned by Waukegan and shall remain in sole ownership of Waukegan after the creation of the JETSB.

"Network Costs" means those recurring costs that directly relate to the operation of the 9-1-1 network as determined by the Statewide 9-1-1 Advisory Board, including, but not limited to, costs for interoffice trunks, selective routing charges, transfer lines and toll charges for 9-1-1 services, Automatic Location Information (ALI) database charges, call box trunk circuit (including central office only and not including extensions to fire stations), independent local exchange carrier charges and non-system provider charges, carrier charges for third party database for on-site customer premises equipment, back-up PSAP trunks for non-system providers, periodic database updates as provided by carrier (also known as **"ALI data dump"**), regional ALI storage charges, circuits for call delivery (fiber or circuit connection), Next Generation 9-1-1 costs, and all associated fees, taxes, and surcharges on each invoice. **"Network Costs"** shall not include radio circuits or toll charges that are other than for 9-1-1 services.

"Public Safety Answering Point" or **"PSAP"** means the initial answering location of an emergency call.

B. Rules of Construction.

1. Grammatical Usage and Construction. In construing this Memorandum of Intent, pronouns include all genders, and the plural includes the singular and vice versa.

2. Headings. The headings, titles, and captions in this Memorandum of Intent have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Memorandum of Intent.

3. Calendar Days. Unless otherwise provided in this Memorandum of Intent, any reference in this Memorandum of Intent to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Memorandum of Intent falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

4. Other Defined Terms. Capitalized terms not defined in this Memorandum of Intent shall have the meanings set forth in the Act.

C. Effect of Memorandum of Intent; Future Agreements. The Parties Agree that this Memorandum is a non-binding memorialization of their intent with regard to (i) the possibility of the Client migrating to the JETSB and (ii) the provision of the Services through the Dispatch Center. This Memorandum shall not be construed or interpreted to establish binding legal obligations. The Parties intend to formalize their intended partnership through detailed and binding agreements regarding both the operation of the Waukegan JETSB and the provision of the Services, pursuant to duly authorized approvals of their respective Corporate Authorities.

SECTION 3. CREATION AND STRUCTURE OF JETSB.

A. Waukegan will take all steps necessary to convert its existing Emergency Telephone System Board to a Joint Emergency Telephone System Board capable of accepting the Client as a member community. Waukegan commits to undertake the following:

1. Adopting amendments to its Code of Ordinances to provide for the establishment and operation of the JETSB.

2. Cooperating and coordinating with the Client to prepare and submit a plan of consolidation ("**Consolidation Plan**") for the JETSB to be submitted to the Administrator in compliance with Title 83, Chapter IV of the Illinois Administrative Code (the "**Rules**"). The Parties agree and acknowledge that the creation and operation of the JETSB is specifically contingent upon the approval of the Consolidation Plan and the issuance of an Order of Authority to operate the System for the benefit of all Parties by the Administrator.

3. Establish by-laws for the operation of the JETSB, including the following:

- a. A requirement that meetings of the JETSB shall comply with the requirements of the Open Meetings Act, 5 ILCS 120/1, et seq. (the "**OMA**").
- b. The proportional representation of client communities on the JETSB and designated members from each client community.
- c. Determinations of quorum and voting requirements for motions and resolutions.
- d. The roles and responsibilities of JETSB officers.
- e. The creation of the Fund into which all 9-1-1 surcharge revenues and proportional grants received from the ISP (collectively, "**Remittances**") shall be deposited. Waukegan will manage the Fund as the designated Treasurer.
- f. A requirements that no expenditures may be made from the Fund except upon direction of the JETSB by resolution passed by the required vote of the JETSB members.

B. Waukegan will prepare a form intergovernmental agreement ("**Membership IGA**") for all Client communities seeking to join JETSB which will govern the management and operation of the JETSB and the provision of the Services through the Dispatch Center. The Membership IGA will include, amongst other, the following provisions:

1. An acknowledgement that the Rules set forth standards of service applicable to 9-1-1 emergency systems and standards of service applicable to wireless 9-1-1 emergency systems in Parts 1325 and 1328, respectively, thereof. The Parties further acknowledge and agree that Waukegan shall perform the functions of the "**9-1-1 Authority**" described in Parts 1325 and 1328 of the Rules. For all other purposes, the JETSB shall serve as, and perform the functions of, the "**9-1-1 Authority**" as referenced elsewhere in the Rules.

2. A description of the Services to be provided to Client by the Dispatch Center, which are more fully described in Section 4 of this Memorandum.

3. A determination of the costs for the Services provided depending on population of the Client municipality and call volume. This determination will take into account the following:

- a. Costs will include overhead costs of operating the Dispatch Center.
 - b. Cost of providing Services will exceed amount of Remittances from the ISP attributable to the Client Community.
4. The process for terminating the Client's IGA and participation in the JETSB.

SECTION 4. EMERGENCY CALL SERVICES.

Waukegan intends operate a full-service emergency communications center in the Dispatch Center with sufficient capacity to provide emergency call answering and dispatch services to the Client. The Services to be provided by Waukegan to Client will include, without limitation, the following, and shall be conducted at a level equal to the overall service level provided to Waukegan's residents and non-resident customers:

- A. Provide 24-hour a day answering of all emergency 9-1-1 and police 10-digit emergency telephone calls emanating from within the Client's municipal boundaries, and maintain updated telephone lists of Client staff and employees as well as implement and utilize call-out procedures agreed upon and adopted by the parties for emergencies and non-emergencies. Waukegan will not be required to answer Client administrative or other non-emergency telephone lines.
- B. Provide 24-hour a day emergency dispatching for Client's Police Department calls for service and related activities. Including forwarding calls Fire and EMS related to the proper agency.
- C. Maintain and operate radio and computer communications with the Client for all Police emergency dispatch calls, utilizing dispatching procedures mutually agreed upon and adopted by the parties.
- D. Maintain daily employee staffing levels that are sufficient, in Waukegan's reasonable discretion, for Waukegan to provide the Client with the Services in an efficient and consistent manner.
- E. Upon request by the Client, provide copies of reports on call volume, LEADS reports, officer time usage, and any other reasonably requested reports routinely maintained by a law enforcement agency.
- F. Maintain a call logging and recording system of all telephone calls and, upon written request, provide copies of recorded calls to the Client. Waukegan will further provide assistance in responding to litigation related discovery involving the Client's emergency calls or properly submitted Freedom of Information Act requests.
- G. Conduct, at the Client's request, the Client's required operations pertaining to LEADS and the NCIC.
- H. Maintain exclusive control, supervision and direction over Waukegan personnel all times during the term of this Agreement.
- I. Maintain and observe protocols for keeping confidential or sensitive data and records secure in accordance with law enforcement agencies' best practices.

- J. Provide emergency notifications to Client's residents.
- K. Contacting other Client departments including but not limited to public works, water department, and streets and sanitation departments in response to resident calls.
- L. Maintaining and contacting businesses and their owners or property managers for keyholders or after-hour emergency response.
- M. Receiving and dispatching all alarm calls to include, burglar, live video monitoring alarms, fire alarms, trouble alarms, and supervisory alarms.
- N. Making notification to proper municipal authorities during major incidents such as command staff, and officials at the request of the agency.

SECTION 5. COOPERATION AND COORDINATION.

The Parties acknowledge their mutual intent to cooperate and coordinate to realize the goals and purposes set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Intent as of the dates set forth below.

CITY OF WAUKEGAN

By:

Ann B. Taylor
Mayor Ann B. Taylor

Attest:

Janet E. Kilkelly
City Clerk Janet E. Kilkelly

11/14/2024

CLIENT

By:

Almy
Mayor/Village President

Attest:

Christina A. Burzoo
City/Village Clerk

RECEIVED

NOV 14 2024

WAUKEGAN CITY CLERK
JANET E. KILKELLY

NOV 14 2024

MEMORANDUM OF INTENT REGARDING ESTABLISHMENT OF A JOINT EMERGENCY
TELEPHONE SYSTEMS BOARD AND PROVISION OF EMERGENCY CALL SERVICES
BETWEEN THE CITY OF WAUKEGAN AND VILLAGE OF WINTHROP HARBOR

MEMORANDUM OF INTENT REGARDING ESTABLISHMENT OF A JOINT
EMERGENCY TELEPHONE SYSTEMS BOARD AND PROVISION OF EMERGENCY CALL
SERVICES (the "**Memorandum**") is made and entered into as of September 2024, by and
between the CITY OF WAUKEGAN, an Illinois home rule municipal corporation ("**Waukegan**"),
and the Village of Winthrop Harbor, a Illinois Municipal Village ("**Client**"). (For convenience
Waukegan and the Client may be referred to individually as a "**Party**" and collectively as the
"**Parties**.")

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable
consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the
Parties hereby agree as follows:

SECTION 1. RECITALS.

- A. Article VII, Section 10 of the Illinois Constitution of 1970 provides for
intergovernmental cooperation between units of local government, including the power to contract
or otherwise associate among themselves to obtain or share services and to exercise, combine,
or transfer any power or function in any manner not prohibited by law or by ordinance.
- B. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that
any power or powers, privileges or authority exercised or which may be exercised by a unit of
local government may be exercised and enjoyed jointly with any other unit of local government.
- C. The Parties are Illinois units of local government.
- D. The Emergency Telephone System Act, 50 ILCS 750/0.01, *et seq.* ("**Act**") governs
the provision of 9-1-1 emergency telephone services in the State of Illinois.
- E. Waukegan operates a 9-1-1 emergency call answering and dispatch center, which
is currently located in Waukegan Police Department Headquarters.
- F. The Dispatch Center serves as a Public Safety Answering Point for calls for
emergency services and dispatches police, fire, and EMS responses.
- G. The Dispatch Center currently has sufficient capacity to provide both emergency
call answering and dispatching services ("**Services**") to additional communities.
- H. the Client desires to obtain the Services from Waukegan through the Dispatch
Center.
- I. The Act requires (1) that all communities in Lake County with a population of less
than 25,000 consolidate into a joint emergency telephone system and (2) any municipality whose
PSAP is located outside of its jurisdiction to consolidate its Emergency Telephone System Board
with the ETSB of the community in which its PSAP is located

J. The Act authorizes any two or more municipalities, counties, or combinations thereof, to establish by intergovernmental agreement a Joint Emergency Telephone System Board.

K. Public Act 99-0006 created a uniform statewide surcharge and centralized collection and distribution of 9-1-1 surcharge revenues under the Illinois State Police (ISP), and provides that the Statewide 9-1-1 Administrator will distribute surcharge revenues attributable to individual communities to the Joint Emergency Telephone System Board that they are members of.

L. Waukegan and the Client desire to indicate and affirm their intention to enter into a binding agreement regarding (i) Client's migration to and membership in the Waukegan Joint ETSB; and (ii) the provision of the Services through Waukegan's Dispatch Center in accordance with the terms and conditions set forth herein.

M. The Parties have determined that it is in their mutual best interests, and in furtherance of the public health, safety, and welfare, to enter into this Memorandum of Intent.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION; EFFECT.

A. **Definitions.** Whenever used in this Memorandum of Intent, the following terms shall have the following meanings unless a different meaning is required by the context:

"Administrator" means the office of the Statewide 9-1-1 Administrator, a division of the Illinois State Police.

"Dispatch Center" means Waukegan's Emergency Dispatch Center, located at 101 N West Street, Waukegan, Illinois.

"Corporate Authorities" means the Mayor and City Council of Waukegan and the Mayor and Village Board of Trustees of the client, respectively.

"ETSB" means an Emergency Telephone System Board, as defined in Section 50 ILCS 750/2 of the Act.

"Fund" means the Emergency Telephone System Fund that will be established by the Waukegan JETSB for the purpose of receiving 9-1-1 surcharge revenue from the Administrator.

"ISP" means the Illinois State Police

"JETSB" means the "Waukegan Joint ETSB," which will be a Joint Emergency Telephone System Board as defined in Section 50 ILCS 750/2 of the Act.

"LEADS" means the Law Enforcement Data System program.

"NCIC" means the National Crime Information Center program.

"System" means the communications equipment and related software applications comprising an enhanced 9-1-1 system that are necessary to allow the Dispatch Center to receive emergency calls emanating from within the Parties' jurisdictions and to properly dispatch a response from the appropriate Party's emergency public safety agency. The System is owned by Waukegan and shall remain in sole ownership of Waukegan after the creation of the JETSB.

"Network Costs" means those recurring costs that directly relate to the operation of the 9-1-1 network as determined by the Statewide 9-1-1 Advisory Board, including, but not limited to, costs for interoffice trunks, selective routing charges, transfer lines and toll charges for 9-1-1 services, Automatic Location Information (ALI) database charges, call box trunk circuit (including central office only and not including extensions to fire stations), independent local exchange carrier charges and non-system provider charges, carrier charges for third party database for on-site customer premises equipment, back-up PSAP trunks for non-system providers, periodic database updates as provided by carrier (also known as **"ALI data dump"**), regional ALI storage charges, circuits for call delivery (fiber or circuit connection), Next Generation 9-1-1 costs, and all associated fees, taxes, and surcharges on each invoice. **"Network Costs"** shall not include radio circuits or toll charges that are other than for 9-1-1 services.

"Public Safety Answering Point" or **"PSAP"** means the initial answering location of an emergency call.

B. Rules of Construction.

1. Grammatical Usage and Construction. In construing this Memorandum of Intent, pronouns include all genders, and the plural includes the singular and vice versa.

2. Headings. The headings, titles, and captions in this Memorandum of Intent have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Memorandum of Intent.

3. Calendar Days. Unless otherwise provided in this Memorandum of Intent, any reference in this Memorandum of Intent to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Memorandum of Intent falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

4. Other Defined Terms. Capitalized terms not defined in this Memorandum of Intent shall have the meanings set forth in the Act.

C. Effect of Memorandum of Intent; Future Agreements. The Parties Agree that this Memorandum is a non-binding memorialization of their intent with regard to (i) the possibility of the Client migrating to the JETSB and (ii) the provision of the Services through the Dispatch Center. This Memorandum shall not be construed or interpreted to establish binding legal obligations. The Parties intend to formalize their intended partnership through detailed and binding agreements regarding both the operation of the Waukegan JETSB and the provision of the Services, pursuant to duly authorized approvals of their respective Corporate Authorities.

SECTION 3. CREATION AND STRUCTURE OF JETSB.

A. Waukegan will take all steps necessary to convert its existing Emergency Telephone System Board to a Joint Emergency Telephone System Board capable of accepting the Client as a member community. Waukegan commits to undertake the following:

1. Adopting amendments to its Code of Ordinances to provide for the establishment and operation of the JETSB.

2. Cooperating and coordinating with the Client to prepare and submit a plan of consolidation ("**Consolidation Plan**") for the JETSB to be submitted to the Administrator in compliance with Title 83, Chapter IV of the Illinois Administrative Code (the "**Rules**"). The Parties agree and acknowledge that the creation and operation of the JETSB is specifically contingent upon the approval of the Consolidation Plan and the issuance of an Order of Authority to operate the System for the benefit of all Parties by the Administrator.

3. Establish by-laws for the operation of the JETSB, including the following:

- a. A requirement that meetings of the JETSB shall comply with the requirements of the Open Meetings Act, 5 ILCS 120/1, et seq. (the "**OMA**").
- b. The proportional representation of client communities on the JETSB and designated members from each client community.
- c. Determinations of quorum and voting requirements for motions and resolutions.
- d. The roles and responsibilities of JETSB officers.
- e. The creation of the Fund into which all 9-1-1 surcharge revenues and proportional grants received from the ISP (collectively, "**Remittances**") shall be deposited. Waukegan will manage the Fund as the designated Treasurer.
- f. A requirements that no expenditures may be made from the Fund except upon direction of the JETSB by resolution passed by the required vote of the JETSB members.

B. Waukegan will prepare a form intergovernmental agreement ("**Membership IGA**") for all Client communities seeking to join JETSB which will govern the management and operation of the JETSB and the provision of the Services through the Dispatch Center. The Membership IGA will include, amongst other, the following provisions:

1. An acknowledgement that the Rules set forth standards of service applicable to 9-1-1 emergency systems and standards of service applicable to wireless 9-1-1 emergency systems in Parts 1325 and 1328, respectively, thereof. The Parties further acknowledge and agree that Waukegan shall perform the functions of the "**9-1-1 Authority**" described in Parts 1325 and 1328 of the Rules. For all other purposes, the JETSB shall serve as, and perform the functions of, the "**9-1-1 Authority**" as referenced elsewhere in the Rules.

2. A description of the Services to be provided to Client by the Dispatch Center, which are more fully described in Section 4 of this Memorandum.

3. A determination of the costs for the Services provided depending on population of the Client municipality and call volume. This determination will take into account the following:

- a. Costs will include overhead costs of operating the Dispatch Center.
 - b. Cost of providing Services will exceed amount of Remittances from the ISP attributable to the Client Community.
4. The process for terminating the Client's IGA and participation in the JETSB.

SECTION 4. EMERGENCY CALL SERVICES.

Waukegan intends operate a full-service emergency communications center in the Dispatch Center with sufficient capacity to provide emergency call answering and dispatch services to the Client. The Services to be provided by Waukegan to Client will include, without limitation, the following, and shall be conducted at a level equal to the overall service level provided to Waukegan's residents and non-resident customers:

- A. Provide 24-hour a day answering of all emergency 9-1-1 and police 10-digit emergency telephone calls emanating from within the Client's municipal boundaries, and maintain updated telephone lists of Client staff and employees as well as implement and utilize call-out procedures agreed upon and adopted by the parties for emergencies and non-emergencies. Waukegan will not be required to answer Client administrative or other non-emergency telephone lines.
- B. Provide 24-hour a day emergency dispatching for Client's Police Department and Fire/EMS Department calls for service and related activities.
- C. Maintain and operate radio and computer communications with the Client for all Police/Fire/EMS emergency dispatch calls, utilizing dispatching procedures mutually agreed upon and adopted by the parties.
- D. Maintain daily employee staffing levels that are sufficient, in Waukegan's reasonable discretion, for Waukegan to provide the Client with the Services in an efficient and consistent manner.
- E. Upon request by the Client, provide copies of reports on call volume, LEADS reports, officer time usage, and any other reasonably requested reports routinely maintained by a law enforcement agency.
- F. Maintain a call logging and recording system of all telephone calls and, upon written request, provide copies of recorded calls to the Client. Waukegan will further provide assistance in responding to litigation related discovery involving the Client's emergency calls or properly submitted Freedom of Information Act requests.
- G. Conduct, at the Client's request, the Client's required operations pertaining to LEADS and the NCIC.
- H. Maintain exclusive control, supervision and direction over Waukegan personnel all times during the term of this Agreement.
- I. Maintain and observe protocols for keeping confidential or sensitive data and records secure in accordance with law enforcement agencies' best practices.

- J. Provide emergency notifications to Client's residents.
- K. Contacting other Client departments including but not limited to public works, water department, and streets and sanitation departments in response to resident calls.
- L. Maintaining and contacting businesses and their owners or property managers for keyholders or after-hour emergency response.
- M. Receiving and dispatching all alarm calls to include, burglar, live video monitoring alarms, fire alarms, trouble alarms, and supervisory alarms.
- N. Making notification to proper municipal authorities during major incidents such as command staff, and officials at the request of the agency.

SECTION 5. COOPERATION AND COORDINATION.

The Parties acknowledge their mutual intent to cooperate and coordinate to realize the goals and purposes set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Intent as of the dates set forth below.

CITY OF WAUKEGAN

By: _____

Mayor Ann B. Taylor

Attest: _____

City Clerk Janet E. Kilkelly

11/14/2024

CLIENT

By: _____

Mayor/Village President

Attest: _____

City/Village Clerk

RECEIVED

NOV 14 2024

**WAUKEGAN CITY CLERK
JANET E. KILKELLY**

EXHIBIT A

ANNUAL FEE FOR SERVICES

YEAR	ANNUAL FEE
1	\$118,979.00
2	\$123,143.00
3	\$127,453.00
4	\$131,914.00
5	\$136,531.00

RECEIVED
11:00 AM MAY 08 2025 DAP
WAUKEGAN CITY CLERK
JANET E. KILKELLY

Council Approval Version 4/21/25

**INTERGOVERNMENTAL AGREEMENT FOR OPERATION OF
A JOINT EMERGENCY TELEPHONE AND DISPATCH SYSTEM BETWEEN
THE CITY OF WAUKEGAN AND THE VILLAGE OF TOWER LAKES**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made as of April 21, 2025 by and between the **CITY OF WAUKEGAN**, an Illinois home rule municipal corporation ("**Waukegan**") and The Village of Tower Lakes, an Illinois municipal corporation ("**Client**"). In consideration of the mutual promises of the parties hereto made each to the other and other good and valuable consideration, the Parties do hereby agree as follows:

SECTION 1. RECITALS.

A. Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance.

B. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government.

C. The Parties are Illinois units of local government.

D. The Emergency Telephone System Act, 50 ILCS 750/0.01, *et seq.* ("**Act**") governs the provision of 9-1-1 emergency telephone services in the State of Illinois.

E. Waukegan operates a 9-1-1 emergency call answering and dispatch center which is currently located in Waukegan Police Department Headquarters and is anticipated to migrate to a new expanded location on the grounds of the Waukegan National Airport during the 2025 calendar year.

F. The Dispatch Center serves as a Public Safety Answering Point for calls for emergency services and dispatches police, fire, and EMS responses.

G. The Dispatch Center currently has sufficient capacity to provide both emergency call-answering and dispatching services ("**Services**") to additional communities.

H. Client desires to obtain the Services from Waukegan through the Dispatch Center.

I. The Act requires that all communities in Lake County with a population of less than 25,000 consolidate into a joint emergency telephone system.

J. The Act authorizes any two or more municipalities, counties, or combinations thereof, to establish by intergovernmental agreement a Joint Emergency Telephone System Board.

K. Public Act 99-0006 created a uniform statewide surcharge and centralized collection and distribution of 9-1-1 surcharge revenues under the Illinois State Police (ISP), and provides that the Statewide 9-1-1 Administrator will distribute surcharge revenues attributable to individual communities to the Joint Emergency Telephone System Board that they are members of.

L. Waukegan and Client desire to establish a binding agreement regarding (i) Client's migration to and membership in the Waukegan Joint ETSB; and (ii) the provision of the Services through Waukegan's Dispatch Center in accordance with the terms and conditions set forth herein.

M. The Parties have determined that it is in their mutual best interests, and in furtherance of the public health, safety, and welfare, to enter into this Intergovernmental Agreement.

SECTION 2. DEFINITIONS: RULES OF CONSTRUCTION

A. **Definitions.** Whenever used in this Agreement, the following terms shall have the following meanings unless a different meaning is required by the context:

"Administrator" the office of the Statewide 9-1-1 Administrator, a division of the Illinois State Police.

"Dispatch Center" means Waukegan's Emergency Dispatch Center, located at [3550 N. McAree Road, 2nd Floor, Waukegan, Illinois.

"Corporate Authorities" means the Mayor and City Council of Waukegan and the Village President and Board of Trustees, respectively.

"Effective Date" means the date set forth in the first paragraph of the first page of this Agreement.

"ETSB" means Emergency Telephone System Board, as defined in Section 50 ILCS 750/2 of the Act.

"Fund" means the Emergency Telephone System Fund that will be established by the Waukegan JETSB for the purpose of receiving 9-1-1 surcharge revenue from the Administrator.

"JETSB" means the "Waukegan Joint ETSB," which will be a Joint Emergency Telephone System Board as defined in Section 50 ILCS 750/2 of the Act.

"LEADS" means the Law Enforcement Agency Data System.

"NCIC" means the National Crime Information Center.

"Network Costs" means those recurring costs that directly relate to the operation of the 9-1-1 network as determined by the Statewide 9-1-1 Advisory Board, including, but not limited to, costs for interoffice trunks, selective routing charges, transfer lines and toll charges for 9-1-1 services, Automatic Location Information (ALI) database charges, call box trunk circuit (including central office only and not including extensions to fire stations), independent local exchange carrier charges and non-system provider charges, carrier charges for third party database for on-site customer premises equipment, back-up PSAP trunks for non-system providers, periodic database updates as provided by carrier (also known as "**ALI data dump**"), regional ALI storage charges, circuits for call delivery (fiber or circuit connection), Next Generation 9-1-1 costs, and all associated fees, taxes, and surcharges on each invoice. "**Network Costs**" shall not include radio circuits or toll charges that are other than for 9-1-1 services.

"Public safety answering point" or "PSAP" means the primary answering location of an emergency call that meets the appropriate standards of service and is responsible for receiving and processing those calls and events according to a specified operational policy.

"System" means the communications equipment and related software applications comprising an enhanced 9-1-1 system that are necessary to allow the Dispatch Center to receive emergency calls emanating from within the Parties' jurisdictions and to properly dispatch a response from the appropriate Party's emergency public safety agency. The System is owned by Waukegan and shall remain in sole ownership of Waukegan after the creation of the JETSB.

B. Rules of Construction.

1. **Grammatical Usage and Construction.** In construing this Agreement, pronouns include all genders, and the plural includes the singular and vice versa.

2. **Headings.** The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

3. **Calendar Days.** Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, other than the operational provision of emergency services by the PSAP, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

4. **Other Defined Terms.** Capitalized terms not defined in this Agreement shall have the meanings set forth in the Act.

SECTION 3. JOINT EMERGENCY TELEPHONE SYSTEM BOARD.

A. Creation of JETSB.

1. Waukegan will take all steps necessary to establish the JETSB. The organization and powers of the JETSB shall be as set forth herein. Pursuant to Section 15.4(e) of the Act and shall be composed as set forth in this Agreement, unless the composition or procedures are amended by action of the JETSB membership.

2. Effective no later than the date Waukegan commences providing the Services to the Client (the "**Commencement Date**"), Client shall take all steps necessary to join the JETSB. The Client's Corporate Authorities shall rescind or terminate all ordinances, resolutions, and agreements related to and associated with their prior ETSB.

2. The Parties agree to cooperate and coordinate the preparation and submission of a plan of consolidation ("**Consolidation Plan**") for the JETSB to be submitted to the Administrator in compliance with Title 83, Chapter IV of the Illinois Administrative Code (the "**Rules**"). The Parties agree and acknowledge that the creation and operation of the JETSB and the occurrence of the Commencement Date are

specifically contingent upon the approval of the Consolidation Plan and the issuance of an Order of Authority to operate the System by the Administrator.

B. JETSB Composition.

1. Each Party shall have one permanent member of the JETSB for each public safety department receiving services from the Dispatch Center (each, a "**Board Member**"). The Client's representative member(s) of the JETSB will be the Client's Police Chief. Each member may designate an alternate representative to attend JETSB meetings and vote on their behalf.

2. Waukegan's Director of Communications will serve as the PSAP representative for the Dispatch Center and will be in addition to Waukegan's Fire and Police representative members.

3. The permanent members of the JETSB must select a public member to sit on the JETSB. The public member must be a resident of an area served by the Dispatch Center. The public member must be approved by a majority vote of the permanent members of the JETSB.

4. In the event that the appointments provided for above result in the JETSB having an even-numbered membership, Waukegan will have the right to appoint an additional member to bring the total number of board members to an odd-number.

5. At the first meeting of the JETSB in each fiscal year, the JETSB shall elect a Chairman from among its members, who shall preside over all JETSB meetings. The term of the Chairman shall be one year. In the absence of the Chairman at any meeting, the JETSB shall elect a temporary chair to preside over the meeting.

6. At the first meeting of the JETSB in each fiscal year, the JETSB shall elect a Secretary from among its Members, who shall be responsible for keeping the JETSB's records and for taking minutes of all JETSB meetings. The term of the Secretary shall be one year.

7. The JETSB's fiscal year shall be from May 1st to April 30th of each year.

C. Board Powers. The powers of the JETSB shall be limited to the following:

1. Maintaining control over the Fund, defined in Section 3.E hereof, including:

a. Receiving monies from the surcharge imposed under Section 15.3 of the Act, or disbursed to it under Section 30 of the Act as monthly distributions or proportional grants, and from any other source, for deposit into the Fund, as defined in Section 3.E, herein; and

b. Authorizing all disbursements from the Fund pursuant to Section 3.E of this Agreement.

2. Planning and maintaining the System, including:

a. Maintaining a NG9-1-1 System;

- b. Coordinating and supervising the upgrading, or maintenance of the 9-1-1 System, including the establishment of equipment specifications and coding systems and maintenance of a Next Generation 9-1-1 GIS database that meets the requirements of Section 15.4(d) of the Act;
 - c. Hiring, on a temporary or permanent basis, any staff necessary for the upgrade and maintenance of the System;
 - d. Contracting with telecommunications providers to service the System and reviewing and approving all Network Costs incurred in the provision of such services at the request of the Administrator; and
 - e. Preparing all annual reports required to be provided to the Administrator or any other government agency pursuant to the Act.
3. Any other powers conferred upon the JETSB by the Act, as the same may be amended subsequent to the Effective Date of this Agreement.

D. Board Meetings.

- 1. The JETSB shall adopt an annual regular meeting schedule in accordance with the Open Meetings Act, 5 ILCS 120/1, *et seq.* (the "**OMA**").
- 2. Special meetings of the JETSB may be called by the Chairman or by any three Board Members.
- 3. A majority of the Board Members shall constitute a quorum for the transaction of all business by the JETSB.
- 4. All meetings of the JETSB shall comply with the requirements of the OMA.
- 5. A simple majority vote of all Board Members shall be required to pass any motion or resolution.
- 6. Each Board Member shall be entitled to one vote on each matter of business considered by the JETSB.
- 7. No Board Member shall be permitted to vote by proxy.
- 8. The JETSB shall adopt rules allowing Board Members to attend and participate in Board meetings by means other than physical presence, in accordance with Section 7 of the OMA.
- 9. The JETSB shall adopt bylaws and additional rules of procedure it deems appropriate for conducting business.
- 10. Unless otherwise provided in rules of procedure adopted by the JETSB or the Laws of the State of Illinois, Board meetings shall be conducted in accordance with the current edition of Robert's Rules of Order.

E. Emergency Telephone System Fund and Distribution.

1. Effective on the Commencement Date and subject to the Statewide 9-1-1 Administrator's approval of the Consolidation Plan and issuance of an Order of Authority to operate the System, there shall be created an Emergency Telephone System Fund (hereafter the "**Fund**") into which all 9-1-1 surcharge revenues and reserve balances of the Parties' respective ETSB funds as of the Commencement Date received by the JETSB shall be deposited. The Fund shall have a separate interest-bearing account. All interest accruing in the Fund shall remain in the Fund, until such time as it is disbursed annually, on a pro-rata basis, using month-end balances attributable to each Party, by resolution of the JETSB.

2. Waukegan's Director of Finance, or their designee, shall act as the treasurer and custodian of the Fund ("**Custodian**").

3. No expenditures may be made from the Fund except upon direction of the JETSB by resolution passed by a simple majority of all Board Members. All amounts deposited into the Fund may only be allocated by the JETSB for allowable expenditures under the Act.

4. Money deposited into the Fund will be first dedicated to the construction, equipment, maintenance, and management of the Dispatch Center to the extent permitted by the Act. Waukegan and Client acknowledge that the costs attributable to Client are expected to exceed the 9-1-1 surcharge revenues collected from Client.

5. In the event that there are remaining amounts in the Fund after Dispatch Center costs have been paid and all Client Communities Annual Fees have been paid, those amounts may be proportionately allocated by the JETSB for grants to Client to support their integration into the System.

5. As of the Commencement Date, if Client has a reserve balance of 9-1-1 surcharge revenues, or if Client receives additional 9-1-1 surcharge revenues directly from the State of Illinois after the Commencement Date, that Party shall transfer such revenues into the Fund and such revenues will be recorded as attributable to that Party. If reserve funds or additional disbursements of surcharge revenues attributable to Client are received by a third party, Client shall cause that third party to remit such funds to the Fund.

6. Each Party shall have the right to review the records and conduct, at its sole expense, an independent audit of the deposits into and expenditures from the Fund by the JETSB upon ten business days' notice. The Custodian will take all commercially reasonable steps to cooperate and assist any Party seeking to conduct such a review or audit. Such an audit shall be separate and apart from any audit that the JETSB is required to undertake pursuant to state law.

7. The Custodian shall maintain detailed books and records related to consolidation grants and surcharge disbursements received and the use of those funds in accordance with applicable law and generally accepted accounting principles. The Custodian shall maintain such books and records for a minimum of five years. All such books and records shall be available for review or audit by the Administrator, its representatives, the Illinois Auditor General, and other governmental entities with

monitoring authority, upon reasonable notice and during normal business hours. The Custodian and the JETSB shall cooperate fully with any such review or audit.

F. 9-1-1 Authority. The Parties acknowledge that the Rules sets forth standards of service applicable to 9-1-1 emergency systems and standards of service applicable to wireless 9-1-1 emergency systems in Parts 1325 and 1328, respectively, thereof. The Parties further acknowledge and agree that Waukegan shall perform the functions of the "9-1-1 Authority" described in Parts 1325 and 1328 of the Rules. For all other purposes, the JETSB shall serve as, and perform the functions of, the "9-1-1 Authority" as referenced elsewhere in the Rules.

SECTION 4. CALL ANSWERING AND DISPATCH.

A. Operation of Full-Service Emergency Dispatch Center by Waukegan. Waukegan shall operate a full-service emergency communications center in the Dispatch Center to provide emergency call answering and dispatch services to Client. Services to be provided by Waukegan to Client (collectively, "**Services**") shall include, without limitation, the following, and shall be conducted at a level equal to the overall service level provided to Waukegan's residents and non-resident customers:

1. Provide 24-hour a day emergency dispatching for Client's Police Department and provide call forwarding services for Fire and EMS calls.
2. Maintain and operate radio and computer communications with the Client for all Police, Fire and EMS emergency dispatch calls, utilizing dispatching procedures mutually agreed upon and adopted by the parties.
3. Maintain daily employee staffing levels that are sufficient, in Waukegan's reasonable discretion, for Waukegan to provide the Client with the Services in an efficient and consistent manner.
4. Upon request by the Client, provide copies of reports on call volume, LEADS reports, officer time usage, and any other reasonably requested reports routinely maintained by a law enforcement agency.
5. Maintain a call logging and recording system of all telephone calls and, upon written request, provide copies of recorded calls to the Client. Waukegan will provide assistance in responding to litigation related discovery involving the Client's emergency calls of Freedom of Information Act requests.
6. Conduct, at the Client's request, the Client's required operations pertaining to LEADS and the NCIC.
7. Maintain exclusive control, supervision and direction over Waukegan personnel all times during the term of this Agreement.
8. Maintain and observe protocols for keeping confidential or sensitive data and records secure in accordance with law enforcement agencies' best practices.
9. Provide emergency notifications to Client's residents.

10. Contacting other Client departments including but not limited to public works, water department, and streets and sanitation departments in response to resident calls.

11. Maintaining and contacting businesses and their owners or property managers for keyholders or after-hour emergency response.

12. Receiving and dispatching all alarm calls to include, burglar, live video monitoring alarms, fire alarms, trouble alarms, and supervisory alarms

13. Making notification to proper municipal authorities during major incidents such as command staff, and officials at the request of the agency.

B. Ongoing Obligations of Client. Client agrees to perform the following ongoing obligations in order to enable Waukegan to efficiently and properly fulfill its obligations under this Agreement:

1. Provide timely updated telephone lists, call-out procedures and suggested telephone answering procedures.

2. Provide timely notification of Client personnel designated to receive notice in the absence of Client's Police Chief or Fire Chief.

3. Provide informational materials on public safety issues for dissemination to residents of Client who contact the Dispatch Center.

4. Provide timely reports and other data needed for Waukegan to comply with LEADS and NCIC requirements.

5. Observe the agreed upon protocols for keeping confidential or sensitive data and records secure in accordance with law enforcement agencies' best practices and other applicable privacy laws, including (without limitation) laws such as HIPAA and the Juvenile Court Act.

6. Provide Dispatch Center personnel with advanced notice of events occurring within Client's jurisdiction that may require expanded or extended dispatch service support due to the attraction of large crowds or the need for traffic details. Such events may include parades, festivals, protests, or other civic, municipal or school events.

D. New Recipients of Services. Waukegan reserves the right to solicit other municipalities to enter into agreements by which Waukegan may provide emergency dispatch services and Waukegan retains the power, in its sole discretion, to enter into such agreements; provided that Waukegan represents and warrants that the standards of performance for the Services shall not materially diminish in any manner, and shall be and remain equal to the service level provided to Waukegan's own residents, following any extension of similar services by Waukegan to other municipalities.

E. Determination and Payment of Costs by Client.

1. Annual Fee for Services. Client agrees to pay to Waukegan fee for Services, as described in section 4.A, in the amounts set forth in the attached **Exhibit A** ("**Annual Fee**"), attached hereto and incorporated by reference herein; the parties acknowledge and agree that the Annual Fee is equivalent to Waukegan's cost to provide the Services and maintain the Dispatch Center. A payment, equal to 1/4 of the Annual Fee shall be paid to Waukegan on a quarterly basis during the term of this Agreement no later than the first day of each quarter to which the payment applies. All payments set forth in **Exhibit A** will be made in advance for the next monthly period of the term of the Agreement. The provisions of the Local Government Prompt Payment Act 50 ILCS 505/1 *et seq.* shall apply to all payments due hereunder.

2. Set-off and True-Up of Annual Fee from 9-1-1 Surcharge Revenues. Upon allocation of 9-1-1 surcharge funds attributable to the Client and approved by the JETSB, Waukegan will offset and credit portions of the Client's Annual Fee in the amounts allocated by the JETSB for that purpose. Client shall be responsible for paying any difference between the set-off described herein and the Annual Fee amount in the manner described in Section 4.E.1. If Waukegan's actual cost to provide the Services to Client at the end of a fiscal year exceeds the amounts set forth in **Exhibit A**, Waukegan will provide Client with an invoice reflecting a "true up" payment no later than 30 days after the end of the City's fiscal year along with documentation of the increased costs. Client shall pay the difference to Waukegan within 30 days of receiving such invoice.

2. Credits upon Termination. In the event that this Agreement is terminated prior to the expiration date set forth in Section 8.B with the exception of a termination due to a default by Client, the portion of the Annual Fee corresponding the remainder of the current annual period will be refunded to Client for on a *pro rata* basis. Such refund will be paid by Waukegan to Client no later than 30 days after the termination of the Agreement.

3. Additional Expenses. To the extent that this Agreement provides for Client to bear expenses other than those set forth in **Exhibit A** and relating to the Services, such other expenses shall also be due and payable according to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

4. Unfunded Mandates. The parties acknowledge that significant changes have occurred in legal requirements of emergency dispatch services over the past decade and are likely to occur in the future. In the event that unfunded mandates arise from legislation or regulations adopted or imposed by the State of Illinois or the federal government of the United State of America which impose dispatch service obligations on Waukegan over and above current obligations, then the parties agree to negotiate a sharing of the costs incurred to comply with said mandates, and the parties agree to be responsible for their fair share of said costs. This provision shall not apply to any legislative or administrative actions taken by Waukegan.

SECTION 5. INSURANCE; INDEMNIFICATION.

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

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

Such coverages shall be in amounts no less than what Waukegan maintains for itself in its normal course of business.

B. Proof of Coverage by Waukegan. Waukegan agrees to furnish to Client certificate of coverage detailing the self-insurance or commercial insurance as provided by its insurer. The certificate shall be delivered to Client within thirty (30) days after the effective date of this Agreement, and shall name Client as an additional insured on all certificates memorializing the coverages set forth in Section 5.A.

C. Termination of Coverage. If Waukegan's coverage, as provided by its insurer, is terminated for any reason:

1. Waukegan shall promptly notify Client in writing of receipt of any such notice; and
2. Waukegan agrees to use its best efforts to provide comparable coverage either through membership in a joint risk management association or through commercial insurance carriers.

D. Coverage by Client. Client agrees to provide commercial general liability coverage for their operations as provided herein, and workers compensation coverage and employers' liability for their employees who will perform obligations of Client under this Agreement, and to provide proof of insurance at Waukegan's request.

E. Indemnification.

1. Waukegan does hereby indemnify and holds Client harmless from and against any and all claims which may arise out of the provision of Services by Waukegan under this Agreement, except to the extent caused by the negligence or willful and wanton conduct of Client, as the case may be.
2. Client does hereby indemnify and holds Waukegan harmless from and against any and all claims which may arise out of the obligations of Client under this Agreement, or any obligation related to the provision of police, fire, EMS, and/or public works services, except to the extent caused by the negligence or willful and wanton conduct of Waukegan.

SECTION 6. DISPUTE RESOLUTION.

A. **Negotiation.** The parties desire to avoid and settle without litigation any future disputes that may arise between them relative to this Agreement. Accordingly, the parties agree to engage in good faith negotiations to resolve any such dispute. If any party has a dispute about a violation, interpretation, or application of a provision of this Agreement, or a dispute regarding a party's failure to comply with this Agreement, then that party may serve on the other party written notice, delivered as provided in Section 8.A of this Agreement, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The parties then, within seven (7) days, shall schedule a date certain for representatives of the parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30) days after notice of the dispute has been delivered as provided herein. If a resolution is not reached within such 30-day period (or such longer period to which the parties may mutually agree), then either party may pursue remedies available under this Agreement, including termination. In the event more than one Client is involved in whatever issue requires negotiation, Waukegan will promptly inform that Client and invite its participation in these negotiations on the same terms provided herein.

B. **Continuation of Services and Payments.** During all negotiation proceedings and any subsequent proceedings provided for in this Section 6, Waukegan and Client shall continue to fulfill the terms of this Agreement to the fullest extent possible. Waukegan shall continue to provide Services to Client as provided by this Agreement. Client shall continue to make all payments to Waukegan for the Services as provided by this Agreement, including all payments about which there may be a dispute.

C. **Remedies.** Provided that the parties have met their obligations under Section 6.A, the parties shall be entitled to pursue such remedies as may be available in law and equity, including an action to secure the performance of the covenants, agreements, conditions, and obligations contained herein. The parties agree that any such action must be brought in the Circuit Court of the 19th Judicial Circuit of Lake County, Illinois. The requirements of Section 6.A shall be ignored in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety as demonstrated by the filing of an affidavit from the Fire Chief or Police Chief of the party seeking relief from the court. .

SECTION 7. TERM; TERMINATION.

A. **Term.** The term of this Agreement shall be for five (5) full fiscal years following the Commencement Date, terminating on April 30, 2030 (the "***Initial Term***"). Client may renew the Agreement for an additional five (5) year term (the "***Renewal Term***") by providing written notice of the intent to renew no less than one hundred eighty (180) days before the expiration of the Initial Term. The parties agree to negotiate in good faith on the issue of pricing for the Renewal Term. After the expiration of the Renewal Term, the parties may agree to extend the Agreement upon such terms and conditions as are mutually agreeable.

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

1. By written agreement of the parties duly authorized by the appropriate legislative action of each party; or

2. In the event of a material default under this Agreement ("**Default**"), and provided that the parties have failed to resolve matters pursuant to the provisions of Section 6, the non-defaulting party may notify a defaulting party in writing setting forth the nature of the default and the requested remedy of such default. The defaulting party shall thereafter have ten (10) days to correct the default prior to the non-defaulting party's terminating this Agreement; provided that said 10-day period shall be extended, for a reasonable time not exceeding ninety (90) days, if said default cannot reasonably be cured within said 10-day period. If a defaulting party fails to cure the default within the cure period provided in this Section, the non-defaulting party shall have the right to terminate this Agreement by written notice of termination to the defaulting party, which termination will be effective immediately (or by such other date, not beyond the term of this Agreement, as the non-defaulting party may determine). A party that terminates this Agreement pursuant to this Section 87.B.2 shall retain its rights to pursue any and all other remedies that may be available, either in law or in equity under this Agreement; or

3. In the event Waukegan merges its dispatch services with any other dispatch center during the term of this Agreement, Waukegan shall notify Client not less than three hundred sixty-five (365) days prior to the date of such merger, and at that time, Client may terminate the Agreement. If Client chooses not to terminate this Agreement, Waukegan shall take all actions necessary to continue to provide Client with the Services at the new, merged dispatch facility.

In the event that this Agreement is terminated pursuant to this Section 8, the parties will cooperate and coordinate efforts to allow Client to transition its emergency call answering and dispatching to another dispatching facility with no disruptions in service.

SECTION 8. GENERAL PROVISIONS.

A. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by facsimile. Facsimile notices shall be deemed valid upon confirmed transmission followed by notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt or the date of confirmed fax transmission. By notice complying with the requirements of this Section 8.A, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

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

City of Waukegan
100 N Martin Luther King Jr. Avenue
Waukegan, IL 60085
Attention: Mayor's Office

Email: mayor.taylor@waukeganil.gov

With a copy to:

Stewart Weiss, Corporation Counsel
Elrod Friedman LLP
325 N. LaSalle, Suite 450
Illinois, IL 60654
Email: stewart.weiss@elrodfriedman.com

With a copy to:

Corporation Counsel
100 N Martin Luther King Jr. Avenue
Waukegan, IL 60085
Attention: Thomas Perfect, Director Communications
Email: Thomas.Perfect@waukeganil.gov

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

[INSERT]

With a copy to:

[INSERT]

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

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

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

E. Ownership of System. Waukegan will own the entire System with the exception of equipment installed within Client buildings and vehicles.

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

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

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

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

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

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

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

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

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

O. **No Third Party Beneficiaries**. No claim as a third-party beneficiary under this Agreement by any person shall be made, or be valid, against Waukegan and Client.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed and attested to as of the day and year first above written.

CITY OF WAUKEGAN

By Ann B. Taylor
Mayor

Attest Janet E. Kil Kelly
Municipal Clerk

CLIENT

By Alvin
Mayor / Village President

Attest Christina A. Benayon
City / Village Clerk

RECEIVED

11:00 AM MAY 08 2025 DAP
WAUKEGAN CITY CLERK
JANET E. KILKELLY

EXHIBIT A

ANNUAL FEE FOR SERVICES

YEAR	ANNUAL FEE
1	\$11,550.00
2	\$11,954.00
3	\$12,372.00
4	\$12,805.00
5	\$13,253.00

Exhibit A

RECEIVED

11:00 AM MAY 08 2025
WAUKEGAN CITY CLERK
JANET E. KILKELLY

Council Approval Version 4/21/25

INTERGOVERNMENTAL AGREEMENT FOR OPERATION OF
A JOINT EMERGENCY TELEPHONE AND DISPATCH SYSTEM BETWEEN
THE CITY OF WAUKEGAN AND THE CITY OF PARK CITY

THIS INTERGOVERNMENTAL AGREEMENT ("**Agreement**") is made as of April 21, 2025 by and between the CITY OF WAUKEGAN, an Illinois home rule municipal corporation ("**Waukegan**") and The City of Park City, an Illinois municipal corporation ("**Client**"). In consideration of the mutual promises of the parties hereto made each to the other and other good and valuable consideration, the Parties do hereby agree as follows:

SECTION 1. RECITALS.

- A. Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance.
- B. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government.
- C. The Parties are Illinois units of local government.
- D. The Emergency Telephone System Act, 50 ILCS 750/0.01, *et seq.* ("**Act**") governs the provision of 9-1-1 emergency telephone services in the State of Illinois.
- E. Waukegan operates a 9-1-1 emergency call answering and dispatch center which is currently located in Waukegan Police Department Headquarters and is anticipated to migrate to a new expanded location on the grounds of the Waukegan National Airport during the 2025 calendar year.
- F. The Dispatch Center serves as a Public Safety Answering Point for calls for emergency services and dispatches police, fire, and EMS responses.
- G. The Dispatch Center currently has sufficient capacity to provide both emergency call-answering and dispatching services ("**Services**") to additional communities.
- H. Client desires to obtain the Services from Waukegan through the Dispatch Center.
- I. The Act requires that all communities in Lake County with a population of less than 25,000 consolidate into a joint emergency telephone system.
- J. The Act authorizes any two or more municipalities, counties, or combinations thereof, to establish by intergovernmental agreement a Joint Emergency Telephone System Board.
- K. Public Act 99-0006 created a uniform statewide surcharge and centralized collection and distribution of 9-1-1 surcharge revenues under the Illinois State Police (ISP), and provides that the Statewide 9-1-1 Administrator will distribute surcharge revenues attributable to individual communities to the Joint Emergency Telephone System Board that they are members of.

L. Waukegan and Client desire to establish a binding agreement regarding (i) Client's migration to and membership in the Waukegan Joint ETSB; and (ii) the provision of the Services through Waukegan's Dispatch Center in accordance with the terms and conditions set forth herein.

M. The Parties have determined that it is in their mutual best interests, and in furtherance of the public health, safety, and welfare, to enter into this Intergovernmental Agreement.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

A. Definitions. Whenever used in this Agreement, the following terms shall have the following meanings unless a different meaning is required by the context:

"Administrator" the office of the Statewide 9-1-1 Administrator, a division of the Illinois State Police.

"Dispatch Center" means Waukegan's Emergency Dispatch Center, located at [3550 N. McAree Road, 2nd Floor, Waukegan, Illinois.

"Corporate Authorities" means the Mayor and City Council of Waukegan and the City Council of Park City, respectively.

"Effective Date" means the date set forth in the first paragraph of the first page of this Agreement.

"ETSB" means Emergency Telephone System Board, as defined in Section 50 ILCS 750/2 of the Act.

"Fund" means the Emergency Telephone System Fund that will be established by the Waukegan JETSB for the purpose of receiving 9-1-1 surcharge revenue from the Administrator.

"JETSB" means the "Waukegan Joint ETSB," which will be a Joint Emergency Telephone System Board as defined in Section 50 ILCS 750/2 of the Act.

"LEADS" means the Law Enforcement Agency Data System.

"NCIC" means the National Crime Information Center.

"Network Costs" means those recurring costs that directly relate to the operation of the 9-1-1 network as determined by the Statewide 9-1-1 Advisory Board, including, but not limited to, costs for interoffice trunks, selective routing charges, transfer lines and toll charges for 9-1-1 services, Automatic Location Information (ALI) database charges, call box trunk circuit (including central office only and not including extensions to fire stations), independent local exchange carrier charges and non-system provider charges, carrier charges for third party database for on-site customer premises equipment, back-up PSAP trunks for non-system providers, periodic database updates as provided by carrier (also known as **"ALI data dump"**), regional ALI storage charges, circuits for call delivery (fiber or circuit connection), Next Generation 9-1-1 costs, and all associated fees, taxes, and surcharges on each invoice. **"Network Costs"** shall not include radio circuits or toll charges that are other than for 9-1-1 services.

"Public safety answering point" or "PSAP" means the primary answering location of an emergency call that meets the appropriate standards of service and is responsible for receiving and processing those calls and events according to a specified operational policy.

"System" means the communications equipment and related software applications comprising an enhanced 9-1-1 system that are necessary to allow the Dispatch Center to receive emergency calls emanating from within the Parties' jurisdictions and to properly dispatch a response from the appropriate Party's emergency public safety agency. The System is owned by Waukegan and shall remain in sole ownership of Waukegan after the creation of the JETSB.

B. Rules of Construction.

1. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders, and the plural includes the singular and vice versa.

2. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

3. Calendar Days. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, other than the operational provision of emergency services by the PSAP, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

4. Other Defined Terms. Capitalized terms not defined in this Agreement shall have the meanings set forth in the Act.

SECTION 3. JOINT EMERGENCY TELEPHONE SYSTEM BOARD.

A. Creation of JETSB.

1. Waukegan will take all steps necessary to establish the JETSB. The organization and powers of the JETSB shall be as set forth herein. Pursuant to Section 15.4(e) of the Act and shall be composed as set forth in his Agreement, unless the composition or procedures are amended by action of the JETSB membership.

2. Effective no later than the date Waukegan commences providing the Services to the Client (the "**Commencement Date**"), Client shall take all steps necessary to join the JETSB. The Client's Corporate Authorities shall rescind or terminate all ordinances, resolutions, and agreements related to and associated with their prior ETSB.

2. The Parties agree to cooperate and coordinate the preparation and submission of a plan of consolidation ("**Consolidation Plan**") for the JETSB to be submitted to the Administrator in compliance with Title 83, Chapter IV of the Illinois Administrative Code (the "**Rules**"). The Parties agree and acknowledge that the creation and operation of the JETSB and the occurrence of the Commencement Date are

specifically contingent upon the approval of the Consolidation Plan and the issuance of an Order of Authority to operate the System by the Administrator.

B. JETSB Composition.

1. Each Party shall have one permanent member of the JETSB for each public safety department receiving services from the Dispatch Center (each, a "**Board Member**"). The Client's representative member(s) of the JETSB will be the Client's Police Chief. Each member may designate an alternate representative to attend JETSB meetings and vote on their behalf.

2. Waukegan's Director of Communications will serve as the PSAP representative for the Dispatch Center and will be in addition to Waukegan's Fire and Police representative members.

3. The permanent members of the JETSB must select a public member to sit on the JETSB. The public member must be a resident of an area served by the Dispatch Center. The public member must be approved by a majority vote of the permanent members of the JETSB.

4. In the event that the appointments provided for above result in the JETSB having an even-numbered membership, Waukegan will have the right to appoint an additional member to bring the total number of board members to an odd-number.

5. At the first meeting of the JETSB in each fiscal year, the JETSB shall elect a Chairman from among its members, who shall preside over all JETSB meetings. The term of the Chairman shall be one year. In the absence of the Chairman at any meeting, the JETSB shall elect a temporary chair to preside over the meeting.

6. At the first meeting of the JETSB in each fiscal year, the JETSB shall elect a Secretary from among its Members, who shall be responsible for keeping the JETSB's records and for taking minutes of all JETSB meetings. The term of the Secretary shall be one year.

7. The JETSB's fiscal year shall be from May 1st to April 30th of each year.

C. Board Powers. The powers of the JETSB shall be limited to the following:

1. Maintaining control over the Fund, defined in Section 3.E hereof, including:
 - a. Receiving monies from the surcharge imposed under Section 15.3 of the Act, or disbursed to it under Section 30 of the Act as monthly distributions or proportional grants, and from any other source, for deposit into the Fund, as defined in Section 3.E, herein; and
 - b. Authorizing all disbursements from the Fund pursuant to Section 3.E of this Agreement.
2. Planning and maintaining the System, including:
 - a. Maintaining a NG9-1-1 System;

- b. Coordinating and supervising the upgrading, or maintenance of the 9-1-1 System, including the establishment of equipment specifications and coding systems and maintenance of a Next Generation 9-1-1 GIS database that meets the requirements of Section 15.4(d) of the Act;
 - c. Hiring, on a temporary or permanent basis, any staff necessary for the upgrade and maintenance of the System;
 - d. Contracting with telecommunications providers to service the System and reviewing and approving all Network Costs incurred in the provision of such services at the request of the Administrator; and
 - e. Preparing all annual reports required to be provided to the Administrator or any other government agency pursuant to the Act.
3. Any other powers conferred upon the JETSB by the Act, as the same may be amended subsequent to the Effective Date of this Agreement.

D. Board Meetings.

- 1. The JETSB shall adopt an annual regular meeting schedule in accordance with the Open Meetings Act, 5 ILCS 120/1, *et seq.* (the "**OMA**").
- 2. Special meetings of the JETSB may be called by the Chairman or by any three Board Members.
- 3. A majority of the Board Members shall constitute a quorum for the transaction of all business by the JETSB.
- 4. All meetings of the JETSB shall comply with the requirements of the OMA.
- 5. A simple majority vote of all Board Members shall be required to pass any motion or resolution.
- 6. Each Board Member shall be entitled to one vote on each matter of business considered by the JETSB.
- 7. No Board Member shall be permitted to vote by proxy.
- 8. The JETSB shall adopt rules allowing Board Members to attend and participate in Board meetings by means other than physical presence, in accordance with Section 7 of the OMA.
- 9. The JETSB shall adopt bylaws and additional rules of procedure it deems appropriate for conducting business.
- 10. Unless otherwise provided in rules of procedure adopted by the JETSB or the Laws of the State of Illinois, Board meetings shall be conducted in accordance with the current edition of Robert's Rules of Order.

E. Emergency Telephone System Fund and Distribution.

1. Effective on the Commencement Date and subject to the Statewide 9-1-1 Administrator's approval of the Consolidation Plan and issuance of an Order of Authority to operate the System, there shall be created an Emergency Telephone System Fund (hereafter the "**Fund**") into which all 9-1-1 surcharge revenues and reserve balances of the Parties' respective ETSB funds as of the Commencement Date received by the JETSB shall be deposited. The Fund shall have a separate interest-bearing account. All interest accruing in the Fund shall remain in the Fund, until such time as it is disbursed annually, on a pro-rata basis, using month-end balances attributable to each Party, by resolution of the JETSB.
2. Waukegan's Director of Finance, or their designee, shall act as the treasurer and custodian of the Fund ("**Custodian**").
3. No expenditures may be made from the Fund except upon direction of the JETSB by resolution passed by a simple majority of all Board Members. All amounts deposited into the Fund may only be allocated by the JETSB for allowable expenditures under the Act.
4. Money deposited into the Fund will be first dedicated to the construction, equipment, maintenance, and management of the Dispatch Center to the extent permitted by the Act. Waukegan and Client acknowledge that the costs attributable to Client are expected to exceed the 9-1-1 surcharge revenues collected from Client.
5. In the event that there are remaining amounts in the Fund after Dispatch Center costs have been paid and all Client Communities Annual Fees have been paid, those amounts may be proportionately allocated by the JETSB for grants to Client to support their integration into the System.
5. As of the Commencement Date, if Client has a reserve balance of 9-1-1 surcharge revenues, or if Client receives additional 9-1-1 surcharge revenues directly from the State of Illinois after the Commencement Date, that Party shall transfer such revenues into the Fund and such revenues will be recorded as attributable to that Party. If reserve funds or additional disbursements of surcharge revenues attributable to Client are received by a third party, Client shall cause that third party to remit such funds to the Fund.
6. Each Party shall have the right to review the records and conduct, at its sole expense, an independent audit of the deposits into and expenditures from the Fund by the JETSB upon ten business days' notice. The Custodian will take all commercially reasonable steps to cooperate and assist any Party seeking to conduct such a review or audit. Such an audit shall be separate and apart from any audit that the JETSB is required to undertake pursuant to state law.
7. The Custodian shall maintain detailed books and records related to consolidation grants and surcharge disbursements received and the use of those funds in accordance with applicable law and generally accepted accounting principles. The Custodian shall maintain such books and records for a minimum of five years. All such books and records shall be available for review or audit by the Administrator, its representatives, the Illinois Auditor General, and other governmental entities with

monitoring authority, upon reasonable notice and during normal business hours. The Custodian and the JETSB shall cooperate fully with any such review or audit.

F. **9-1-1 Authority.** The Parties acknowledge that the Rules sets forth standards of service applicable to 9-1-1 emergency systems and standards of service applicable to wireless 9-1-1 emergency systems in Parts 1325 and 1328, respectively, thereof. The Parties further acknowledge and agree that Waukegan shall perform the functions of the "9-1-1 Authority" described in Parts 1325 and 1328 of the Rules. For all other purposes, the JETSB shall serve as, and perform the functions of, the "9-1-1 Authority" as referenced elsewhere in the Rules.

SECTION 4. CALL ANSWERING AND DISPATCH.

A. **Operation of Full-Service Emergency Dispatch Center by Waukegan.** Waukegan shall operate a full-service emergency communications center in the Dispatch Center to provide emergency call answering and dispatch services to Client. Services to be provided by Waukegan to Client (collectively, "**Services**") shall include, without limitation, the following, and shall be conducted at a level equal to the overall service level provided to Waukegan's residents and non-resident customers:

1. Provide 24-hour a day emergency dispatching for Client's Police Department and provide Fire and EMS call forwarding services.
2. Maintain and operate radio and computer communications with the Client for all Police, Fire and EMS emergency dispatch calls, utilizing dispatching procedures mutually agreed upon and adopted by the parties.
3. Maintain daily employee staffing levels that are sufficient, in Waukegan's reasonable discretion, for Waukegan to provide the Client with the Services in an efficient and consistent manner.
4. Upon request by the Client, provide copies of reports on call volume, LEADS reports, officer time usage, and any other reasonably requested reports routinely maintained by a law enforcement agency.
5. Maintain a call logging and recording system of all telephone calls and, upon written request, provide copies of recorded calls to the Client. Waukegan will provide assistance in responding to litigation related discovery involving the Client's emergency calls of Freedom of Information Act requests.
6. Conduct, at the Client's request, the Client's required operations pertaining to LEADS and the NCIC.
7. Maintain exclusive control, supervision and direction over Waukegan personnel all times during the term of this Agreement.
8. Maintain and observe protocols for keeping confidential or sensitive data and records secure in accordance with law enforcement agencies' best practices.
9. Provide emergency notifications to Client's residents.

10. Contacting other Client departments including but not limited to public works, water department, and streets and sanitation departments in response to resident calls.

11. Maintaining and contacting businesses and their owners or property managers for keyholders or after-hour emergency response.

12. Receiving and dispatching all alarm calls to include, burglar, live video monitoring alarms, fire alarms, trouble alarms, and supervisory alarms

13. Making notification to proper municipal authorities during major incidents such as command staff, and officials at the request of the agency.

B. Ongoing Obligations of Client. Client agrees to perform the following ongoing obligations in order to enable Waukegan to efficiently and properly fulfill its obligations under this Agreement:

1. Provide timely updated telephone lists, call-out procedures and suggested telephone answering procedures.

2. Provide timely notification of Client personnel designated to receive notice in the absence of Client's Police Chief or Fire Chief.

3. Provide informational materials on public safety issues for dissemination to residents of Client who contact the Dispatch Center.

4. Provide timely reports and other data needed for Waukegan to comply with LEADS and NCIC requirements.

5. Observe the agreed upon protocols for keeping confidential or sensitive data and records secure in accordance with law enforcement agencies' best practices and other applicable privacy laws, including (without limitation) laws such as HIPAA and the Juvenile Court Act.

6. Provide Dispatch Center personnel with advanced notice of events occurring within Client's jurisdiction that may require expanded or extended dispatch service support due to the attraction of large crowds or the need for traffic details. Such events may include parades, festivals, protests, or other civic, municipal or school events.

D. New Recipients of Services. Waukegan reserves the right to solicit other municipalities to enter into agreements by which Waukegan may provide emergency dispatch services and Waukegan retains the power, in its sole discretion, to enter into such agreements; provided that Waukegan represents and warrants that the standards of performance for the Services shall not materially diminish in any manner, and shall be and remain equal to the service level provided to Waukegan's own residents, following any extension of similar services by Waukegan to other municipalities.

E. Determination and Payment of Costs by Client.

1. Annual Fee for Services. Client agrees to pay to Waukegan fee for Services, as described in section 4.A, in the amounts set forth in the attached **Exhibit A** ("**Annual Fee**"), attached hereto and incorporated by reference herein; the parties acknowledge and agree that the Annual Fee is equivalent to Waukegan's cost to provide the Services and maintain the Dispatch Center. A payment, equal to 1/4 of the Annual Fee shall be paid to Waukegan on a quarterly basis during the term of this Agreement no later than the first day of each quarter to which the payment applies. All payments set forth in **Exhibit A** will be made in advance for the next monthly period of the term of the Agreement. The provisions of the Local Government Prompt Payment Act 50 ILCS 505/1 *et seq.* shall apply to all payments due hereunder.

2. Set-off and True-Up of Annual Fee from 9-1-1 Surcharge Revenues. Upon allocation of 9-1-1 surcharge funds attributable to the Client and approved by the JETSB, Waukegan will offset and credit portions of the Client's Annual Fee in the amounts allocated by the JETSB for that purpose. Client shall be responsible for paying any difference between the set-off described herein and the Annual Fee amount in the manner described in Section 4.E.1. If Waukegan's actual cost to provide the Services to Client at the end of a fiscal year exceeds the amounts set forth in **Exhibit A**, Waukegan will provide Client with an invoice reflecting a "true up" payment no later than 30 days after the end of the City's fiscal year along with documentation of the increased costs. Client shall pay the difference to Waukegan within 30 days of receiving such invoice.

2. Credits upon Termination. In the event that this Agreement is terminated prior to the expiration date set forth in Section 8.B with the exception of a termination due to a default by Client, the portion of the Annual Fee corresponding the remainder of the current annual period will be refunded to Client for on a *pro rata* basis. Such refund will be paid by Waukegan to Client no later than 30 days after the termination of the Agreement.

3. Additional Expenses. To the extent that this Agreement provides for Client to bear expenses other than those set forth in **Exhibit A** and relating to the Services, such other expenses shall also be due and payable according to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

4. Unfunded Mandates. The parties acknowledge that significant changes have occurred in legal requirements of emergency dispatch services over the past decade and are likely to occur in the future. In the event that unfunded mandates arise from legislation or regulations adopted or imposed by the State of Illinois or the federal government of the United State of America which impose dispatch service obligations on Waukegan over and above current obligations, then the parties agree to negotiate a sharing of the costs incurred to comply with said mandates, and the parties agree to be responsible for their fair share of said costs. This provision shall not apply to any legislative or administrative actions taken by Waukegan.

SECTION 5. INSURANCE; INDEMNIFICATION.

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

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

Such coverages shall be in amounts no less than what Waukegan maintains for itself in its normal course of business.

B. Proof of Coverage by Waukegan. Waukegan agrees to furnish to Client certificate of coverage detailing the self-insurance or commercial insurance as provided by its insurer. The certificate shall be delivered to Client within thirty (30) days after the effective date of this Agreement, and shall name Client as an additional insured on all certificates memorializing the coverages set forth in Section 5.A.

C. Termination of Coverage. If Waukegan's coverage, as provided by its insurer, is terminated for any reason:

1. Waukegan shall promptly notify Client in writing of receipt of any such notice; and
2. Waukegan agrees to use its best efforts to provide comparable coverage either through membership in a joint risk management association or through commercial insurance carriers.

D. Coverage by Client. Client agrees to provide commercial general liability coverage for their operations as provided herein, and workers compensation coverage and employers' liability for their employees who will perform obligations of Client under this Agreement, and to provide proof of insurance at Waukegan's request.

E. Indemnification.

1. Waukegan does hereby indemnify and holds Client harmless from and against any and all claims which may arise out of the provision of Services by Waukegan under this Agreement, except to the extent caused by the negligence or willful and wanton conduct of Client, as the case may be.
2. Client does hereby indemnify and holds Waukegan harmless from and against any and all claims which may arise out of the obligations of Client under this Agreement, or any obligation related to the provision of police, fire, EMS, and/or public works services, except to the extent caused by the negligence or willful and wanton conduct of Waukegan.

SECTION 6. DISPUTE RESOLUTION.

A. Negotiation. The parties desire to avoid and settle without litigation any future disputes that may arise between them relative to this Agreement. Accordingly, the parties agree to engage in good faith negotiations to resolve any such dispute. If any party has a dispute about a violation, interpretation, or application of a provision of this Agreement, or a dispute regarding a party's failure to comply with this Agreement, then that party may serve on the other party written notice, delivered as provided in Section 8.A of this Agreement, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The parties then, within seven (7) days, shall schedule a date certain for representatives of the parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30) days after notice of the dispute has been delivered as provided herein. If a resolution is not reached within such 30-day period (or such longer period to which the parties may mutually agree), then either party may pursue remedies available under this Agreement, including termination. In the event more than one Client is involved in whatever issue requires negotiation, Waukegan will promptly inform that Client and invite its participation in these negotiations on the same terms provided herein.

B. Continuation of Services and Payments. During all negotiation proceedings and any subsequent proceedings provided for in this Section 6, Waukegan and Client shall continue to fulfill the terms of this Agreement to the fullest extent possible. Waukegan shall continue to provide Services to Client as provided by this Agreement. Client shall continue to make all payments to Waukegan for the Services as provided by this Agreement, including all payments about which there may be a dispute.

C. Remedies. Provided that the parties have met their obligations under Section 6.A, the parties shall be entitled to pursue such remedies as may be available in law and equity, including an action to secure the performance of the covenants, agreements, conditions, and obligations contained herein. The parties agree that any such action must be brought in the Circuit Court of the 19th Judicial Circuit of Lake County, Illinois. The requirements of Section 6.A shall be ignored in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety as demonstrated by the filing of an affidavit from the Fire Chief or Police Chief of the party seeking relief from the court. .

SECTION 7. TERM; TERMINATION.

A. Term. The term of this Agreement shall be for five (5) full fiscal years following the Commencement Date, terminating on April 30, 2030, (the "**Initial Term**"). Client may renew the Agreement for an additional five (5) year term (the "**Renewal Term**") by providing written notice of the intent to renew no less than one hundred eighty (180) days before the expiration of the Initial Term. The parties agree to negotiate in good faith on the issue of pricing for the Renewal Term. After the expiration of the Renewal Term, the parties may agree to extend the Agreement upon such terms and conditions as are mutually agreeable.

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

1. By written agreement of the parties duly authorized by the appropriate legislative action of each party; or

2. In the event of a material default under this Agreement ("**Default**"), and provided that the parties have failed to resolve matters pursuant to the provisions of Section 6, the non-defaulting party may notify a defaulting party in writing setting forth the nature of the default and the requested remedy of such default. The defaulting party shall thereafter have ten (10) days to correct the default prior to the non-defaulting party's terminating this Agreement; provided that said 10-day period shall be extended, for a reasonable time not exceeding ninety (90) days, if said default cannot reasonably be cured within said 10-day period. If a defaulting party fails to cure the default within the cure period provided in this Section, the non-defaulting party shall have the right to terminate this Agreement by written notice of termination to the defaulting party, which termination will be effective immediately (or by such other date, not beyond the term of this Agreement, as the non-defaulting party may determine). A party that terminates this Agreement pursuant to this Section 87.B.2 shall retain its rights to pursue any and all other remedies that may be available, either in law or in equity under this Agreement; or

3. In the event Waukegan merges its dispatch services with any other dispatch center during the term of this Agreement, Waukegan shall notify Client not less than three hundred sixty-five (365) days prior to the date of such merger, and at that time, Client may terminate the Agreement. If Client chooses not to terminate this Agreement, Waukegan shall take all actions necessary to continue to provide Client with the Services at the new, merged dispatch facility.

In the event that this Agreement is terminated pursuant to this Section 8, the parties will cooperate and coordinate efforts to allow Client to transition its emergency call answering and dispatching to another dispatching facility with no disruptions in service.

SECTION 8. GENERAL PROVISIONS.

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by facsimile. Facsimile notices shall be deemed valid upon confirmed transmission followed by notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt or the date of confirmed fax transmission. By notice complying with the requirements of this Section 8.A, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

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

City of Waukegan
100 N Martin Luther King Jr. Avenue
Waukegan, IL 60085
Attention: Mayor's Office

Email: mayor.taylor@waukeganil.gov

With a copy to:

Stewart Weiss, Corporation Counsel
Elrod Friedman LLP
325 N. LaSalle, Suite 450
Illinois, IL 60654
Email: stewart.weiss@elrodfriedman.com

With a copy to:

Corporation Counsel
100 N Martin Luther King Jr. Avenue
Waukegan, IL 60085
Attention: Thomas Perfect, Director Communications
Email: Thomas.Perfect@waukeganil.gov

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

With a copy to:

City of Park City
Mayors Office
3355 Belvidere Road
Park City, Illinois 60085
Email: Cityhall@parkcityil.org

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

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

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

E. Ownership of System. Waukegan will own the entire System with the exception of equipment installed within Client buildings and vehicles.

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed and attested to as of the day and year first above written.

CITY OF WAUKEGAN

By Ann B. Taylor
Mayor

Attest Janet E. Kilkelly
Municipal Clerk

CLIENT

By [Signature]
Mayor / Village President

Attest [Signature]
City / Village Clerk

RECEIVED

11:00 AM MAY 08 2025 DAP
WAUKEGAN CITY CLERK
JANET E. KILKELLY



EXHIBIT A

ANNUAL FEE FOR SERVICES

YEAR	ANNUAL FEE
1	\$118,979.00
2	\$123,143.00
3	\$127,453.00
4	\$131,914.00
5	\$136,531.00

RECEIVED

11:00 PM MAY 08 2025
WAUKEGAN CITY CLERK
JANET E. KILKELLY

INTERGOVERNMENTAL AGREEMENT FOR OPERATION OF
A JOINT EMERGENCY TELEPHONE AND DISPATCH SYSTEM BETWEEN
THE CITY OF WAUKEGAN AND VILLAGE OF WINTHROP HARBOR

THIS INTERGOVERNMENTAL AGREEMENT ("**Agreement**") is made as of April 21, 2025 by and between the **CITY OF WAUKEGAN**, an Illinois home rule municipal corporation ("**Waukegan**") and Village of Winthrop Harbor, an Illinois municipal corporation ("**Client**"). In consideration of the mutual promises of the parties hereto made each to the other and other good and valuable consideration, the Parties do hereby agree as follows:

SECTION 1. RECITALS.

A. Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance.

B. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government.

C. The Parties are Illinois units of local government.

D. The Emergency Telephone System Act, 50 ILCS 750/0.01, *et seq.* ("**Act**") governs the provision of 9-1-1 emergency telephone services in the State of Illinois.

E. Waukegan operates a 9-1-1 emergency call answering and dispatch center which is currently located in Waukegan Police Department Headquarters and is anticipated to migrate to a new expanded location on the grounds of the Waukegan National Airport during the 2025 calendar year.

F. The Dispatch Center serves as a Public Safety Answering Point for calls for emergency services and dispatches police, fire, and EMS responses.

G. The Dispatch Center currently has sufficient capacity to provide both emergency call-answering and dispatching services ("**Services**") to additional communities.

H. Client desires to obtain the Services from Waukegan through the Dispatch Center.

I. The Act requires that all communities in Lake County with a population of less than 25,000 consolidate into a joint emergency telephone system.

J. The Act authorizes any two or more municipalities, counties, or combinations thereof, to establish by intergovernmental agreement a Joint Emergency Telephone System Board.

K. Public Act 99-0006 created a uniform statewide surcharge and centralized collection and distribution of 9-1-1 surcharge revenues under the Illinois State Police (ISP), and provides that the Statewide 9-1-1 Administrator will distribute surcharge revenues attributable to individual communities to the Joint Emergency Telephone System Board that they are members of.

L. Waukegan and Client desire to establish a binding agreement regarding (i) Client's migration to and membership in the Waukegan Joint ETSB; and (ii) the provision of the Services through Waukegan's Dispatch Center in accordance with the terms and conditions set forth herein.

M. The Parties have determined that it is in their mutual best interests, and in furtherance of the public health, safety, and welfare, to enter into this Intergovernmental Agreement.

SECTION 2. DEFINITIONS: RULES OF CONSTRUCTION.

A. **Definitions.** Whenever used in this Agreement, the following terms shall have the following meanings unless a different meaning is required by the context:

"Administrator" the office of the Statewide 9-1-1 Administrator, a division of the Illinois State Police.

"Dispatch Center" means Waukegan's Emergency Dispatch Center, located at [3550 N. McAree Road, 2nd Floor, Waukegan, Illinois.

"Corporate Authorities" means the Mayor and City Council of Waukegan and the Board of Trustees of Winthrop Harbor of Client, respectively.

"Effective Date" means the date set forth in the first paragraph of the first page of this Agreement.

"ETSB" means Emergency Telephone System Board, as defined in Section 50 ILCS 750/2 of the Act.

"Fund" means the Emergency Telephone System Fund that will be established by the Waukegan JETSB for the purpose of receiving 9-1-1 surcharge revenue from the Administrator.

"JETSB" means the "Waukegan Joint ETSB," which will be a Joint Emergency Telephone System Board as defined in Section 50 ILCS 750/2 of the Act.

"LEADS" means the Law Enforcement Agency Data System.

"NCIC" means the National Crime Information Center.

"Network Costs" means those recurring costs that directly relate to the operation of the 9-1-1 network as determined by the Statewide 9-1-1 Advisory Board, including, but not limited to, costs for interoffice trunks, selective routing charges, transfer lines and toll charges for 9-1-1 services, Automatic Location Information (ALI) database charges, call box trunk circuit (including central office only and not including extensions to fire stations), independent local exchange carrier charges and non-system provider charges, carrier charges for third party database for on-site customer premises equipment, back-up PSAP trunks for non-system providers, periodic database updates as provided by carrier (also known as "**ALI data dump**"), regional ALI storage charges, circuits for call delivery (fiber or circuit connection), Next Generation 9-1-1 costs, and all associated fees, taxes, and surcharges on each invoice. "**Network Costs**" shall not include radio circuits or toll charges that are other than for 9-1-1 services.

"Public safety answering point" or "PSAP" means the primary answering location of an emergency call that meets the appropriate standards of service and is responsible for receiving and processing those calls and events according to a specified operational policy.

"System" means the communications equipment and related software applications comprising an enhanced 9-1-1 system that are necessary to allow the Dispatch Center to receive emergency calls emanating from within the Parties' jurisdictions and to properly dispatch a response from the appropriate Party's emergency public safety agency. The System is owned by Waukegan and shall remain in sole ownership of Waukegan after the creation of the JETSB.

B. Rules of Construction.

1. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders, and the plural includes the singular and vice versa.

2. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

3. Calendar Days. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, other than the operational provision of emergency services by the PSAP, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

4. Other Defined Terms. Capitalized terms not defined in this Agreement shall have the meanings set forth in the Act.

SECTION 3. JOINT EMERGENCY TELEPHONE SYSTEM BOARD.

A. Creation of JETSB.

1. Waukegan will take all steps necessary to establish the JETSB. The organization and powers of the JETSB shall be as set forth herein. Pursuant to Section 15.4(e) of the Act and shall be composed as set forth in his Agreement, unless the composition or procedures are amended by action of the JETSB membership.

2. Effective no later than the date Waukegan commences providing the Services to the Client (the "**Commencement Date**"), Client shall take all steps necessary to join the JETSB. The Client's Corporate Authorities shall rescind or terminate all ordinances, resolutions, and agreements related to and associated with their prior ETSB.

2. The Parties agree to cooperate and coordinate the preparation and submission of a plan of consolidation ("**Consolidation Plan**") for the JETSB to be submitted to the Administrator in compliance with Title 83, Chapter IV of the Illinois Administrative Code (the "**Rules**"). The Parties agree and acknowledge that the creation and operation of the JETSB and the occurrence of the Commencement Date are

specifically contingent upon the approval of the Consolidation Plan and the issuance of an Order of Authority to operate the System by the Administrator.

B. JETSB Composition.

1. Each Party shall have one permanent member of the JETSB for each public safety department receiving services from the Dispatch Center (each, a "**Board Member**"). The Client's representative member(s) of the JETSB will be the Client's Fire and Police Chiefs. Each member may designate an alternate representative to attend JETSB meetings and vote on their behalf.

2. Waukegan's Director of Communications will serve as the PSAP representative for the Dispatch Center and will be in addition to Waukegan's Fire and Police representative members.

3. The permanent members of the JETSB must select a public member to sit on the JETSB. The public member must be a resident of an area served by the Dispatch Center. The public member must be approved by a majority vote of the permanent members of the JETSB.

4. In the event that the appointments provided for above result in the JETSB having an even-numbered membership, Waukegan will have the right to appoint an additional member to bring the total number of board members to an odd-number.

5. At the first meeting of the JETSB in each fiscal year, the JETSB shall elect a Chairman from among its members, who shall preside over all JETSB meetings. The term of the Chairman shall be one year. In the absence of the Chairman at any meeting, the JETSB shall elect a temporary chair to preside over the meeting.

6. At the first meeting of the JETSB in each fiscal year, the JETSB shall elect a Secretary from among its Members, who shall be responsible for keeping the JETSB's records and for taking minutes of all JETSB meetings. The term of the Secretary shall be one year.

7. The JETSB's fiscal year shall be from May 1st to April 30th of each year.

C. Board Powers. The powers of the JETSB shall be limited to the following:

1. Maintaining control over the Fund, defined in Section 3.E hereof, including:
 - a. Receiving monies from the surcharge imposed under Section 15.3 of the Act, or disbursed to it under Section 30 of the Act as monthly distributions or proportional grants, and from any other source, for deposit into the Fund, as defined in Section 3.E, herein; and
 - b. Authorizing all disbursements from the Fund pursuant to Section 3.E of this Agreement.
2. Planning and maintaining the System, including:
 - a. Maintaining a NG9-1-1 System;

- b. Coordinating and supervising the upgrading, or maintenance of the 9-1-1 System, including the establishment of equipment specifications and coding systems and maintenance of a Next Generation 9-1-1 GIS database that meets the requirements of Section 15.4(d) of the Act;
 - c. Hiring, on a temporary or permanent basis, any staff necessary for the upgrade and maintenance of the System;
 - d. Contracting with telecommunications providers to service the System and reviewing and approving all Network Costs incurred in the provision of such services at the request of the Administrator; and
 - e. Preparing all annual reports required to be provided to the Administrator or any other government agency pursuant to the Act.
3. Any other powers conferred upon the JETSB by the Act, as the same may be amended subsequent to the Effective Date of this Agreement.

D. Board Meetings.

- 1. The JETSB shall adopt an annual regular meeting schedule in accordance with the Open Meetings Act, 5 ILCS 120/1, *et seq.* (the "**OMA**").
- 2. Special meetings of the JETSB may be called by the Chairman or by any three Board Members.
- 3. A majority of the Board Members shall constitute a quorum for the transaction of all business by the JETSB.
- 4. All meetings of the JETSB shall comply with the requirements of the OMA.
- 5. A simple majority vote of all Board Members shall be required to pass any motion or resolution.
- 6. Each Board Member shall be entitled to one vote on each matter of business considered by the JETSB.
- 7. No Board Member shall be permitted to vote by proxy.
- 8. The JETSB shall adopt rules allowing Board Members to attend and participate in Board meetings by means other than physical presence, in accordance with Section 7 of the OMA.
- 9. The JETSB shall adopt bylaws and additional rules of procedure it deems appropriate for conducting business.
- 10. Unless otherwise provided in rules of procedure adopted by the JETSB or the Laws of the State of Illinois, Board meetings shall be conducted in accordance with the current edition of Robert's Rules of Order.

E. Emergency Telephone System Fund and Distribution.

1. Effective on the Commencement Date and subject to the Statewide 9-1-1 Administrator's approval of the Consolidation Plan and issuance of an Order of Authority to operate the System, there shall be created an Emergency Telephone System Fund (hereafter the "**Fund**") into which all 9-1-1 surcharge revenues and reserve balances of the Parties' respective ETSB funds as of the Commencement Date received by the JETSB shall be deposited. The Fund shall have a separate interest-bearing account. All interest accruing in the Fund shall remain in the Fund, until such time as it is disbursed annually, on a pro-rata basis, using month-end balances attributable to each Party, by resolution of the JETSB.

2. Waukegan's Director of Finance, or their designee, shall act as the treasurer and custodian of the Fund ("**Custodian**").

3. No expenditures may be made from the Fund except upon direction of the JETSB by resolution passed by a simple majority of all Board Members. All amounts deposited into the Fund may only be allocated by the JETSB for allowable expenditures under the Act.

4. Money deposited into the Fund will be first dedicated to the construction, equipment, maintenance, and management of the Dispatch Center to the extent permitted by the Act. Waukegan and Client acknowledge that the costs attributable to Client are expected to exceed the 9-1-1 surcharge revenues collected from Client.

5. In the event that there are remaining amounts in the Fund after Dispatch Center costs have been paid and all Client Communities Annual Fees have been paid, those amounts may be proportionately allocated by the JETSB for grants to Client to support their integration into the System.

5. As of the Commencement Date, if Client has a reserve balance of 9-1-1 surcharge revenues, or if Client receives additional 9-1-1 surcharge revenues directly from the State of Illinois after the Commencement Date, that Party shall transfer such revenues into the Fund and such revenues will be recorded as attributable to that Party. If reserve funds or additional disbursements of surcharge revenues attributable to Client are received by a third party, Client shall cause that third party to remit such funds to the Fund.

6. Each Party shall have the right to review the records and conduct, at its sole expense, an independent audit of the deposits into and expenditures from the Fund by the JETSB upon ten business days' notice. The Custodian will take all commercially reasonable steps to cooperate and assist any Party seeking to conduct such a review or audit. Such an audit shall be separate and apart from any audit that the JETSB is required to undertake pursuant to state law.

7. The Custodian shall maintain detailed books and records related to consolidation grants and surcharge disbursements received and the use of those funds in accordance with applicable law and generally accepted accounting principles. The Custodian shall maintain such books and records for a minimum of five years. All such books and records shall be available for review or audit by the Administrator, its representatives, the Illinois Auditor General, and other governmental entities with

monitoring authority, upon reasonable notice and during normal business hours. The Custodian and the JETSB shall cooperate fully with any such review or audit.

F. **9-1-1 Authority**. The Parties acknowledge that the Rules sets forth standards of service applicable to 9-1-1 emergency systems and standards of service applicable to wireless 9-1-1 emergency systems in Parts 1325 and 1328, respectively, thereof. The Parties further acknowledge and agree that Waukegan shall perform the functions of the "9-1-1 Authority" described in Parts 1325 and 1328 of the Rules. For all other purposes, the JETSB shall serve as, and perform the functions of, the "9-1-1 Authority" as referenced elsewhere in the Rules.

SECTION 4. CALL ANSWERING AND DISPATCH.

A. **Operation of Full-Service Emergency Dispatch Center by Waukegan.** Waukegan shall operate a full-service emergency communications center in the Dispatch Center to provide emergency call answering and dispatch services to Client. Services to be provided by Waukegan to Client (collectively, "**Services**") shall include, without limitation, the following, and shall be conducted at a level equal to the overall service level provided to Waukegan's residents and non-resident customers:

1. Provide 24-hour a day emergency dispatching for Client's Police Department and Fire and EMS calls for service and related activities.
2. Maintain and operate radio and computer communications with the Client for all Police, Fire and EMS emergency dispatch calls, utilizing dispatching procedures mutually agreed upon and adopted by the parties.
3. Maintain daily employee staffing levels that are sufficient, in Waukegan's reasonable discretion, for Waukegan to provide the Client with the Services in an efficient and consistent manner.
4. Upon request by the Client, provide copies of reports on call volume, LEADS reports, officer time usage, and any other reasonably requested reports routinely maintained by a law enforcement agency.
5. Maintain a call logging and recording system of all telephone calls and, upon written request, provide copies of recorded calls to the Client. Waukegan will provide assistance in responding to litigation related discovery involving the Client's emergency calls of Freedom of Information Act requests.
6. Conduct, at the Client's request, the Client's required operations pertaining to LEADS and the NCIC.
7. Maintain exclusive control, supervision and direction over Waukegan personnel all times during the term of this Agreement.
8. Maintain and observe protocols for keeping confidential or sensitive data and records secure in accordance with law enforcement agencies' best practices.
9. Provide emergency notifications to Client's residents.

10. Contacting other Client departments including but not limited to public works, water department, and streets and sanitation departments in response to resident calls.

11. Maintaining and contacting businesses and their owners or property managers for keyholders or after-hour emergency response.

12. Receiving and dispatching all alarm calls to include, burglar, live video monitoring alarms, fire alarms, trouble alarms, and supervisory alarms

13. Making notification to proper municipal authorities during major incidents such as command staff, and officials at the request of the agency.

B. Ongoing Obligations of Client. Client agrees to perform the following ongoing obligations in order to enable Waukegan to efficiently and properly fulfill its obligations under this Agreement:

1. Provide timely updated telephone lists, call-out procedures and suggested telephone answering procedures.

2. Provide timely notification of Client personnel designated to receive notice in the absence of Client's Police Chief or Fire Chief.

3. Provide informational materials on public safety issues for dissemination to residents of Client who contact the Dispatch Center.

4. Provide timely reports and other data needed for Waukegan to comply with LEADS and NCIC requirements.

5. Observe the agreed upon protocols for keeping confidential or sensitive data and records secure in accordance with law enforcement agencies' best practices and other applicable privacy laws, including (without limitation) laws such as HIPAA and the Juvenile Court Act.

6. Provide Dispatch Center personnel with advanced notice of events occurring within Client's jurisdiction that may require expanded or extended dispatch service support due to the attraction of large crowds or the need for traffic details. Such events may include parades, festivals, protests, or other civic, municipal or school events.

D. New Recipients of Services. Waukegan reserves the right to solicit other municipalities to enter into agreements by which Waukegan may provide emergency dispatch services and Waukegan retains the power, in its sole discretion, to enter into such agreements; provided that Waukegan represents and warrants that the standards of performance for the Services shall not materially diminish in any manner, and shall be and remain equal to the service level provided to Waukegan's own residents, following any extension of similar services by Waukegan to other municipalities.

E. Determination and Payment of Costs by Client.

1. Annual Fee for Services. Client agrees to pay to Waukegan fee for Services, as described in section 4.A, in the amounts set forth in the attached **Exhibit A** ("**Annual Fee**"), attached hereto and incorporated by reference herein; the parties acknowledge and agree that the Annual Fee is equivalent to Waukegan's cost to provide the Services and maintain the Dispatch Center. A payment, equal to 1/4 of the Annual Fee shall be paid to Waukegan on a quarterly basis during the term of this Agreement no later than the first day of each quarter to which the payment applies. All payments set forth in **Exhibit A** will be made in advance for the next monthly period of the term of the Agreement. The provisions of the Local Government Prompt Payment Act 50 ILCS 505/1 *et seq.* shall apply to all payments due hereunder.

2. Set-off and True-Up of Annual Fee from 9-1-1 Surcharge Revenues. Upon allocation of 9-1-1 surcharge funds attributable to the Client and approved by the JETSB, Waukegan will offset and credit portions of the Client's Annual Fee in the amounts allocated by the JETSB for that purpose. Client shall be responsible for paying any difference between the set-off described herein and the Annual Fee amount in the manner described in Section 4.E.1. If Waukegan's actual cost to provide the Services to Client at the end of a fiscal year exceeds the amounts set forth in **Exhibit A**, Waukegan will provide Client with an invoice reflecting a "true up" payment no later than 30 days after the end of the City's fiscal year along with documentation of the increased costs. Client shall pay the difference to Waukegan within 30 days of receiving such invoice.

2. Credits upon Termination. In the event that this Agreement is terminated prior to the expiration date set forth in Section 8.B with the exception of a termination due to a default by Client, the portion of the Annual Fee corresponding the remainder of the current annual period will be refunded to Client for on a *pro rata* basis. Such refund will be paid by Waukegan to Client no later than 30 days after the termination of the Agreement.

3. Additional Expenses. To the extent that this Agreement provides for Client to bear expenses other than those set forth in **Exhibit A** and relating to the Services, such other expenses shall also be due and payable according to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

4. Unfunded Mandates. The parties acknowledge that significant changes have occurred in legal requirements of emergency dispatch services over the past decade and are likely to occur in the future. In the event that unfunded mandates arise from legislation or regulations adopted or imposed by the State of Illinois or the federal government of the United State of America which impose dispatch service obligations on Waukegan over and above current obligations, then the parties agree to negotiate a sharing of the costs incurred to comply with said mandates, and the parties agree to be responsible for their fair share of said costs. This provision shall not apply to any legislative or administrative actions taken by Waukegan.

SECTION 5. INSURANCE; INDEMNIFICATION.

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

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

Such coverages shall be in amounts no less than what Waukegan maintains for itself in its normal course of business.

B. Proof of Coverage by Waukegan. Waukegan agrees to furnish to Client certificate of coverage detailing the self-insurance or commercial insurance as provided by its insurer. The certificate shall be delivered to Client within thirty (30) days after the effective date of this Agreement, and shall name Client as an additional insured on all certificates memorializing the coverages set forth in Section 5.A.

C. Termination of Coverage. If Waukegan's coverage, as provided by its insurer, is terminated for any reason:

1. Waukegan shall promptly notify Client in writing of receipt of any such notice; and
2. Waukegan agrees to use its best efforts to provide comparable coverage either through membership in a joint risk management association or through commercial insurance carriers.

D. Coverage by Client. Client agrees to provide commercial general liability coverage for their operations as provided herein, and workers compensation coverage and employers' liability for their employees who will perform obligations of Client under this Agreement, and to provide proof of insurance at Waukegan's request.

E. Indemnification.

1. Waukegan does hereby indemnify and holds Client harmless from and against any and all claims which may arise out of the provision of Services by Waukegan under this Agreement, except to the extent caused by the negligence or willful and wanton conduct of Client, as the case may be.
2. Client does hereby indemnify and holds Waukegan harmless from and against any and all claims which may arise out of the obligations of Client under this Agreement, or any obligation related to the provision of police, fire, EMS, and/or public works services, except to the extent caused by the negligence or willful and wanton conduct of Waukegan.

SECTION 6. DISPUTE RESOLUTION.

A. **Negotiation.** The parties desire to avoid and settle without litigation any future disputes that may arise between them relative to this Agreement. Accordingly, the parties agree to engage in good faith negotiations to resolve any such dispute. If any party has a dispute about a violation, interpretation, or application of a provision of this Agreement, or a dispute regarding a party's failure to comply with this Agreement, then that party may serve on the other party written notice, delivered as provided in Section 8.A of this Agreement, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The parties then, within seven (7) days, shall schedule a date certain for representatives of the parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30) days after notice of the dispute has been delivered as provided herein. If a resolution is not reached within such 30-day period (or such longer period to which the parties may mutually agree), then either party may pursue remedies available under this Agreement, including termination. In the event more than one Client is involved in whatever issue requires negotiation, Waukegan will promptly inform that Client and invite its participation in these negotiations on the same terms provided herein.

B. **Continuation of Services and Payments.** During all negotiation proceedings and any subsequent proceedings provided for in this Section 6, Waukegan and Client shall continue to fulfill the terms of this Agreement to the fullest extent possible. Waukegan shall continue to provide Services to Client as provided by this Agreement. Client shall continue to make all payments to Waukegan for the Services as provided by this Agreement, including all payments about which there may be a dispute.

C. **Remedies.** Provided that the parties have met their obligations under Section 6.A, the parties shall be entitled to pursue such remedies as may be available in law and equity, including an action to secure the performance of the covenants, agreements, conditions, and obligations contained herein. The parties agree that any such action must be brought in the Circuit Court of the 19th Judicial Circuit of Lake County, Illinois. The requirements of Section 6.A shall be ignored in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety as demonstrated by the filing of an affidavit from the Fire Chief or Police Chief of the party seeking relief from the court. .

SECTION 7. TERM; TERMINATION.

A. **Term.** The term of this Agreement shall be for five (5) full fiscal years following the Commencement Date, terminating on April 30, 2030, (the "***Initial Term***"). Client may renew the Agreement for an additional five (5) year term (the "***Renewal Term***") by providing written notice of the intent to renew no less than one hundred eighty (180) days before the expiration of the Initial Term. The parties agree to negotiate in good faith on the issue of pricing for the Renewal Term. After the expiration of the Renewal Term, the parties may agree to extend the Agreement upon such terms and conditions as are mutually agreeable.

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

1. By written agreement of the parties duly authorized by the appropriate legislative action of each party; or

2. In the event of a material default under this Agreement ("**Default**"), and provided that the parties have failed to resolve matters pursuant to the provisions of Section 6, the non-defaulting party may notify a defaulting party in writing setting forth the nature of the default and the requested remedy of such default. The defaulting party shall thereafter have ten (10) days to correct the default prior to the non-defaulting party's terminating this Agreement; provided that said 10-day period shall be extended, for a reasonable time not exceeding ninety (90) days, if said default cannot reasonably be cured within said 10-day period. If a defaulting party fails to cure the default within the cure period provided in this Section, the non-defaulting party shall have the right to terminate this Agreement by written notice of termination to the defaulting party, which termination will be effective immediately (or by such other date, not beyond the term of this Agreement, as the non-defaulting party may determine). A party that terminates this Agreement pursuant to this Section 87.B.2 shall retain its rights to pursue any and all other remedies that may be available, either in law or in equity under this Agreement; or

3. In the event Waukegan merges its dispatch services with any other dispatch center during the term of this Agreement, Waukegan shall notify Client not less than three hundred sixty-five (365) days prior to the date of such merger, and at that time, Client may terminate the Agreement. If Client chooses not to terminate this Agreement, Waukegan shall take all actions necessary to continue to provide Client with the Services at the new, merged dispatch facility.

In the event that this Agreement is terminated pursuant to this Section 8, the parties will cooperate and coordinate efforts to allow Client to transition its emergency call answering and dispatching to another dispatching facility with no disruptions in service.

SECTION 8. GENERAL PROVISIONS.

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by facsimile. Facsimile notices shall be deemed valid upon confirmed transmission followed by notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt or the date of confirmed fax transmission. By notice complying with the requirements of this Section 8.A, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

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

City of Waukegan
100 N Martin Luther King Jr. Avenue
Waukegan, IL 60085
Attention: Mayor's Office

Email: mayor.taylor@waukeganil.gov

With a copy to:

Stewart Weiss, Corporation Counsel
Elrod Friedman LLP
325 N. LaSalle, Suite 450
Illinois, IL 60654
Email: stewart.weiss@elrodfriedman.com

With a copy to:

Corporation Counsel
100 N Martin Luther King Jr. Avenue
Waukegan, IL 60085
Attention: Thomas Perfect, Director Communications
Email: Thomas.Perfect@waukeganil.gov

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

Office of the Village Administrator
830 Sheridan Road
Winthrop Harbor, Illinois 60096

With a copy to:

Robert J. Long, Village Attorney
Daniels, Long & Pinsel, LLC
19 North County Street
Waukegan, IL 60085

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

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

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

E. Ownership of System. Waukegan will own the entire System with the exception of equipment installed within Client buildings and vehicles.

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed and attested to as of the day and year first above written.

CITY OF WAUKEGAN

By Anna B. Taylor
Mayor

Attest Janet E. Kilkelly
Municipal Clerk

CLIENT

By Michael A. Bruno
Mayor / Village President

Attest Debra Melusio
City / Village Clerk

RECEIVED

11:00 AM MAY 08 2025 *DAP*

**WAUKEGAN CITY CLERK
JANET E. KILKELLY**

EXHIBIT A

ANNUAL FEE FOR SERVICES

YEAR	ANNUAL FEE
1	\$165,123.00
2	\$170,902.00
3	\$176,884.00
4	\$183,075.00
5	\$189,483.00

TELECOMMUNICATORS

PSA0294 - Aware for 9-1-1 Starter

This course provides a general overview of basic operations in CommandCentral Aware for 9-1-1. You will learn how to open new tabs as well as move, resize, and manage CommandCentral Aware for 9-1-1 windows.

After completing this course, you will be able to:

- Log on to CommandCentral Aware for 9-1-1.
- Use the application bar.
- Open new tabs.
- Close, move, resize, and manage CommandCentral Aware for 9-1-1 windows.
- Restore the default configuration.

PSA0297 - Aware for 9-1-1 Map and Event Monitor

This course describes how to use the Map and Event Monitor tabs in CommandCentral Aware for 911. You will learn how to use the map tools and layers as well as how to select your columns and set their order in the Event Monitor.

After completing this course, you will be able to:

- Use the map toolbar.
- Find a specified location on the map.
- Set your bookmarks and home view on the map.
- View map layers.
- Measure distance and area on the map.
- Create additional Event Monitor tabs.
- Select columns in the Event Monitor.
- Configure the column order.
- Sort columns in the Event Monitor.

PSA0298 - Aware for 9-1-1 Call Handling

This training will walk you through the key operations related to taking calls in CommandCentral Aware for 9-1-1, including navigating the interface, answering calls, using the map, and sharing information with other agencies.

After completing this course, you will be able to:

- Process 911 calls.
- Process RapidSOS calls.
- Share information between agencies.

ADMINS

Admins will take the above three courses that telecommunicators take as well as:

PSA0137 - CommandCentral Admin

This course describes administrative tasks that apply to all CommandCentral applications. It includes managing users, groups, roles, and application settings. It also explains how to share data with trusted agencies.

After completing this course, you will be able to:

- Add, edit, or remove users and groups.
- Add or remove users from groups.
- Manage role permissions.
- Manage application settings.
- Change application permissions.
- Change data access permissions.
- Create Authorization Sets and share data with Trusted Agencies.
- Receive and manage data from Trusted Agencies.

PSA0300 - Aware for 9-1-1 Administration Basics

This course explains how to administer the CommandCentral Aware for 9-1-1 application. It explains procedures for adding and setting up users and groups, applying role-based permissions, and performing basic configuration.

After completing this course, you will be able to:

- Create a user.
- Create a group.
- Add a user to a group/role.
- Assign role permissions.
- Perform 9-1-1 CloudConnect configuration.

PSA0305 - Aware for 9-1-1 Map and Event Layers Administration

This course explains how to administer the CommandCentral Aware for 9-1-1 application. It describes how to manage applications settings such as Event Layers and Universal Web Map.

After completing this course, you will be able to:

- Add and edit event layers.
- Assign event layers to groups.
- Share event layers with other agencies.
- Add and edit map layers.
- Assign map layers to groups.
- Add and edit basemaps.
- Assign basemaps to groups.

PSA0310 - Aware for 9-1-1 Rules Engine

This course describes how to set up the Rules Engine for CommandCentral Aware for 9-1-1. The rules determine which actions Aware performs when certain conditions are met.

After completing this course, you will be able to:

- define rules.
- create rules.
- manage rules.

PSA0140 - Evidence Basics

This course describes the basic features of the CommandCentral Evidence application. You will learn how to navigate the CommandCentral Evidence user interface, search for evidence files, view evidence details, and operate Media Player. After completing this course, you will be able to:

- Navigate the CommandCentral Evidence user interface.
- Search for evidence files.
- View evidence details.
- Operate Media Player.

TELECOMMUNICATORS

PSA0278

This course explains how to request a live stream or media file for evidence from citizens in the CommandCentral Citizen Input application. You will also learn how to initiate contact with citizens using the Citizen Input Standalone application.

After completing this course, you will be able to:

Access and navigate CommandCentral Citizen Input.

Request and receive a live stream from a citizen.

Request and receive a media file from a citizen.

Request and receive a citizen's location.

Share a media file to a field responder.

Use the search function and access call history.

Initiate contact with citizens using the Citizen Input Standalone application.

ADMINS

Admins will take the above course that telecommunicators take as well as:

PSA0137 - CommandCentral Admin

This course describes administrative tasks that apply to all CommandCentral applications. It includes managing users, groups, roles, and application settings. It also explains how to share data with trusted agencies.

After completing this course, you will be able to:

- Add, edit, or remove users and groups.
- Add or remove users from groups.
- Manage role permissions.
- Manage application settings.
- Change application permissions.
- Change data access permissions.
- Create Authorization Sets and share data with Trusted Agencies.
- Receive and manage data from Trusted Agencies.

PSA0279 - Citizen Input Administration

This course explains how to perform basic administration tasks in the CommandCentral Citizen Input application.

After completing this course, you will be able to:

- Create a Citizen Input user.
- Create a group of users.
- Add a user to a group/role.
- Assign role permissions for Citizen Input users.
- Customize the media request link text.
- Customize the link lifetime.

PSA0140 - Evidence Basics

This course describes the basic features of the CommandCentral Evidence application. You will learn how to navigate the CommandCentral Evidence user interface, search for evidence files, view evidence details, and operate Media Player.

After completing this course, you will be able to:

- Navigate the CommandCentral Evidence user interface.
- Search for evidence files.
- View evidence details.
- Operate Media Player.

NA Customer Hub

Self Service Capabilities



Ordering Capabilities:

- buy accessories, PTT devices, software, replacement parts,
- buy and manage subscriptions,
- view prices, availability & download product catalog,
- save & share carts,
- add items to favorites,
- order in bulk using Quick Order,
- view & track orders.

Account Management Capabilities:

- view and download invoices,
- schedule and pay invoices,
- pay using Credit Card or EFT,
- manage users and their permissions,
- invite new users to Customer Hub,
- manage user account preferences,
- look up site details,
- store and share documents.

Service & Support Capabilities:

- submit & track repairs, check repair bank balance,
- submit a technical/non-technical case,
- look up serial numbers ,
- check service coverage,
- download latest firmware and software,
- submit a warranty order,
- provision and activate licenses,
- monitor site incidents and system updates,
- receive incident communication via email/phone.

Online Support:

- access the Learning Center,
- Knowledge Search,
- use Online Chat (Bot + Agent),
- access Community Forum.

How to get an account with MSI?

Step 1. Make sure your business is registered with Motorola Solutions and has a Motorola Customer Number.

Step 2. Reach out to your company administrator to get a login and desired permissions.

or

Step 2. Register on motorolasolutions.com and create an account.

Join Customer Hub



Register here



Sneak Peek into Customer Hub



GoDigital.

NA Customer Hub

How to onboard someone to Customer Hub?



Motorolans requesting an account for their Customers:

If you are looking to get your customer onboarded to Customer Hub, please gather the following information and send an email to one of the email addresses below based on the customer's region:

- Full Name,
- Email Address,
- Role/Title,
- Mobile Number,
- Company Name (also called Agency Name),
- Company Phone Number (if any),
- Motorola Customer Number (MCN)

Please include all the above details to avoid delays during the account creation process. Once submitted, the email will be acknowledged within 48 hours and the account creation process will be triggered.

Customers requesting an account for themselves:

Customers need to ensure their business is registered with Motorola Solutions and has a Motorola Customer Number. They can request an account by following one of the below listed methods:

Option 1: Request an account from your company's administrator.

Option 2: If you do not know your administrator, **Register** and create an account on motorolasolutions.com.

Option 3: Send an email to one of the email addresses below based on the region and include the following information:

- Full Name,
- Email Address,
- Role/Title,
- Mobile Number,
- Company Name (also called Agency Name),
- Company Phone Number (if any),
- Motorola Customer Number (MCN).



Send the above information to:

NA:	Portal.Support@motorolasolutions.com
EMEA:	customercare.emea@motorolasolutions.com
LACR:	lacr.customer@motorolasolutions.com
APAC:	CustomerCare.APAC@Motorolasolutions.com



GoDigital.

SAMPLE PLANNING SCHEDULE - TRAINING WEEK

SUNDAY	MONDAY	TUESDAY	WEDNESDAY
MSI TRAVEL DAY	PROVISIONING 8-	AGENT 8-12 SUPERVISOR 1-3	AGENT 8-12 AGENT 1-5

NOTE: TIMES ARE TENTATIVE

AGENTS TO TRAIN = 20-25 CLASSES LIMITED TO 8

SUPERVISORS TO TRAIN = 6

Admin Provisioning

Operational Decision Makers - Maintenance (users, dir
Supervisor - 2 hrs in addition to 4 hr agent session - mc

THURSDAY	FRIDAY	SATURDAY
SUPERVISOR 8-10 MSI TRAVEL DAY		
AGENT 1-5		

ectory, etc.) (3 hrs)

onitor statistics, call alerting, live monitor / barge in, supervisor assistance que

Facility Address:

Name	Organization	Title/Role	Phone	Email	On-site/Remote	Notes: Cut Ticket #s, Additional Information, etc.
	Motorola Solutions - VESTA	Project Manager			On-Site	
	Motorola Solutions - VESTA	RSM			Remote	
	Motorola Solutions - VESTA	Field Engineer			On-site	
	Motorola Solutions - VESTA	Trainer			Remote	
	Motorola Solutions - VESTA	Trainer			Remote	
	Motorola Solutions - VESTA	Field Engineer			On-site	
	Motorola Solutions	Customer Success Manager			Remote	
	Motorola Solutions	Regional Services Manager			Remote	
	Motorola Solutions - Sales	Software Sales Sr Acct Mgr				
	AGENCY				On-site	
		Long Term Recorder (LTR)			On-site	
		PBX				
		CAD			Remote	
		Aware			Remote	

[ADD AGENCY NAME] VESTA 9-1-1 Go-Live

Week of MO/DAY/YR

Date	x/xx	x/xx	x/xx	x/xx	x/xx
Day	Monday	Tuesday	Wednesday	Thursday	Friday
Start Time		9a	9a	9a	
On-site MSI Attendees	MSI: Add PM FE:	MSI: Add PM FE:	MSI: Add PM FE:	MSI: Add PM FE:	

Tasks	MSI team travel	Testing - 0900	Go Live - Time 1000	Post Go-Live Review - 0900	MSI team departures / travel
		Testing all lines (admin) (CAMA)	Testing all lines (admin) (CAMA)	Troubleshooting and Issue Resolutions	
		Testing all ring downs	Testing all ring downs	Confirm all Interfaces (CAD, LTR, Radio, Radius)	
		Testing inbound & outbound dialing	Testing inbound & outbound dialing	Confirm collection of data in Analytics	
		Confirm/Test Call Flow	Confirm/Test Call Flow		
		Confirm VESTA Layout	Confirm VESTA Layout		
		Audio Testing	Audio Testing		
		All day testing	All day testing		
		Functionality & Quality Testing	Functionality & Quality Testing		
		Go/No Go Call	Post Go-Live Review		
			On-site Post Go-Live Support	On-site Post Go-Live Support	

Pre-Cutover Decisions			
Decision	Owner	Status	Notes
All positions staffed and agents are in a 'ready' state.	Customer, MSI	Open	4 - See Console Transition Plan
Define the preferred order of transition for 911	Customer, MSI, Verizon	Open	
Define the start time for cutover (moving call traffic from existing to new)	Customer, MSI, Verizon	In Progress	10a
Define the strategy and timing for moving ALI links	Customer, MSI, Verizon	Open	
Identify critical non-911 speed dials to test on cutover day	Customer, MSI	Open	
Identify customer resources to help with testing on cutover day	Customer	Open	
Begin to create Cutover Testing Strategy, as it pertains to MSI PM and Cutover Coach	MSI	Open	
Define the timing to transition or turn up SMS (if applicable)	Customer, MSI	N/A	
Telco and 3rd Party Interactions		Open	
Clarify which telco contacts will be on the cutover bridge and validate contact information	Customer, MSI, Verizon	Open	
		Open	
Clarify who will be responsible for:		Open	
Moving CAD connection from existing to new	Customer	Open	
Moving Radio connection(s) and testing RTI Radio arbitration	Customer	Open	
Validating that the logging recorder is working	Customer	Open	
Testing 911 transfers	Customer, MSI	Open	
Testing critical, non-911 speed dials	Customer, MSI	Open	
		Open	
Clarify the process for capturing issues during the go live	Customer, MSI	Open	
Clarify the POC for capturing and delegating action for all issues	Customer, MSI	Open	
Verify 3rd party vendors have been notified of upcoming cutover and their internal responsibility during the cut	Customer	Open	
Clarify if there is a need for the customer to notify surrounding agencies, agency authorities, ETC and what the time frame for that is.	Customer	Open	
Verify Motorola CSM has been notified of upcoming cutover and have begun their internal responsibilities	MSI	Open	

Test Type	Test	Ready to Test	Comment/Next Steps
	Bring up the VESTA 9-1-1 user interface showing dialing keypad Dial a test call to external local 10-digit number Dial a test call to external long-distance 10-digit number Confirm Priority is as desired	Ready to Test	
Speed Dial - Local Conference	Perform a local conference with 10-digit number	Ready to Test	
Speed Dial - Local Conference	Perform a local conference with 1 flash and then 0-digit number	Ready to Test	
Speed Dial - Local Conference	Perform a local conference with *-code	Ready to Test	
	Simulate an incoming 911 call to the VESTA 9-1-1 system. Answer the incoming 9-1-1 call and verify that the callback number and call location display correctly on the agent user interface. Confirm location layout configuration is as desired.		
Location	Open Radius and confirm the call is plotted on the map Simulate a 9-1-1 from a wireless phone. When answered, have the calling party hang up. For the most recent call in the Recent Calls tool of the VESTA 9-1-1 UI, select "Voice Callback".	Ready to Test	
Call Back	This should call back the wireless phone number from step 1. Simulate 9-1-1 from a landline phone. When answered, have the calling party hang up. For the most recent call in the Recent Calls tool of the VESTA 9-1-1 UI, select "Voice Callback".	Ready to Test	
Call Back	This should call back the landline phone number from step 1. Simulate an incoming 911 call and hang up before it is answered Hear the Abandoned call Alert	Ready to Test	
Abandoned	Open the Abandon call and Dismiss the call - expected to clear the abandoned call	Ready to Test	
	Simulate an incoming 911 call and hang up before it is answered Hear the Abandoned call ring		
Abandoned	Open the Abandon call and callback the call - expected to clear the abandoned call	Ready to Test	
	Simulate an incoming 911 call and hang up before it is answered Hear the Abandoned call ring		
Abandoned	Simulate an incoming 911 call but this time answer the call - expected to clear the abandoned call	Ready to Test	
	From an external phone to the VESTA 9-1-1 system, place a call to an admin number and answer on a position From the UI keypad, enter the internal extension of the desired transfer position and press the "Dial" button to create the internal conference/transfer After the other position answers, verify audio to/from all participants		
Internal Transfer		Ready to Test	
	Make a test call in the VESTA 9-1-1 system Once the call is answered, click the "Hold" button and verify that the caller is actually on hold Move to a different position having access to the same call queue and select the call that is on hold from the active call list and verify that the caller is there		
System Hold		Ready to Test	

Test Type	Test	Ready to Test	Comment/Next Steps
CDR	Make a 9-1-1 call from an external phone and answer on a position then release the call From the VESTA Analytics UI, perform a call details search for recent calls. Search may be based on a number of call attributes including calling number, call ID, etc. Select the desired call then generate the call detail record	Ready to Test	Selected Workstations must be configured to receive CAD Spill to VESTA 9-1-1 Positions - CAD being tested by the Field Engineer in a different test book.
	Dial 9-1-1 from an external phone. Answer the incoming 9-1-1 call, complete a short verbal conversation with caller, and release the call For the most recent call in the Recent Calls tool of the VESTA 9-1-1 UI, select "Playback" and verify that the audio IRR for the call is played back	Ready to Test	
IRR Validation	Logout and log back Go to the list of recent calls and select a historical call Select "Playback" and verify that the audio IRR for the call is played back	Ready to Test	
IRR Validation	Launch CAD Application to receive CAD output data from VESTA 9-1-1 From an external phone to the VESTA 9-1-1 system, place a test 9-1-1 call When call is answered, verify that call location and callback number are shown in VESTA 9-1-1 UI and in CAD, and that the information matches Confirm CAD format is as desired Do this for every VNXT Workstation	Ready to Test	
CAD	Bring up the VESTA 9-1-1 user interface showing dialing keypad Text a test call to external local 10-digit number and exchange messages Text a test call to external long-distance 10-digit number	Ready to Test	
Outbound Text	With nobody logged into VESTA 9-1-1 place a call with Jitsi to the 911 queue	Ready to Test	
911 Diversion	Verify call gets diverted Place a 911 call with Jitsi and wait the configured time	Ready to Test	
911 Diversion	See the call divert Bring up the VESTA 9-1-1 user interface showing dialing keypad Have a call taker and supervisor logged in Observe the agent Barge in to the call and then resume observing Stop observing Confirm Content of monitoring tab is accurate Confirm desired thresholds for visual and audible are set	Ready to Test	
Monitor	Have a call come into the call taker and have them click on Supervisor	Ready to Test	
Monitor	Confirm the supervisor can join the call using the assist request	Ready to Test	
Workstation	Confirm the audio settings of the workstation	Ready to Test	
Workstation	Confirm you can log into the map and the call taking client at the workstation	Ready to Test	

Test Type	Test	Ready to Test
Workstation	Take an incoming call and confirm you have 2 way audio at the workstation	Ready to Test
Workstation	Confirm the position is properly set at the workstation	Ready to Test
Alert	Confirm the 911 Chime alert sounds only on the position on the which the call is presented	Ready to Test
Alert	Confirm the Abandon call alert is working	Ready to Test
Alert	Confirm the Supervisor assist rings only when the call is presented to that position	Ready to Test
Alert	Confirm the Internal ring is correct	Ready to Test
Analytics	Confirm data for test calls is being captured	Ready to Test
LTR	Confirm LTR is delivered from RTI	Ready to Test
Inbound call to queue	911 - via Verizon	Ready to Test
Inbound call to queue	Alarm line,	Ready to Test
Inbound call to queue	Admin line,	Ready to Test
Inbound call to queue	Non-Emergency line,	Ready to Test
Outbound call	Masked #,	Ready to Test

Comment/Next Steps

Additional Admin & 911 Line Testing: To be Completed if no Cutover Coach available			
911 lines			
Inbound 911 Call Control Testing	Tested By	Complete	Testing Notes
Speed Dial Transfer/Conference - to a Local Ph#			
Speed Dial Transfer/Conference - to a Long Distance Ph#			
Manual Dial Transfer/Conference			
Console to Console Transfer/Conference (extension or Agents tab)			
Network Drop Last (only applies to EIM calls)	n/a		
Outbound 911			
Test Emergency Callback			
to a Local Ph#			
to a Long Distance Ph#			
Test Priority Abandoned Callback			
to a Local Ph#			
to a Long Distance Ph#			
Confirm concise ALI (if applicable) (Review the testing needs for Cloud Services or CI/ST)	n/a		
Admin lines			
Inbound Admin Call Control Testing			
Speed Dial Transfer/Conference - to a Local Ph#			
Speed Dial Transfer/Conference - to a Long Distance Ph#			
Manual Dial Transfer/Conference			
Console to Console Transfer/Conference (extension or Agents tab)			
System Hold			
Local Hold			
Outbound			
Local Ph#			
Long Distance Ph#			
Test Critical non-911 Speed dials			(Refer to Pre-Cutover Decisions, line 17)
Test TTY			
Test SMS (if applicable)			
Test Admin Printer			
Toll free: 1-877-668-4490 (webex dial-in)			
Service: 411			
Non-Emergency: 311			
Operator: 0			

International Dialing (Site specific)			
Rollover or All Lines Busy Admin Line Test (if applicable)			
Hold Button - Ability to move on from 3 way call			Need LTR to continue recording conversation

Admin Lines

[illegible]

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[illegible]

[illegible]

[illegible]

Project / Site Name:

Position: 1

Status	Pass / Fail	Tester Initials	Notes
Verify desktop shortcut			
Verify audio settings			
Able to sign in			All CC applications, i.e. VNXT, Citizen Input, Radius Map, Rave features
Position ID configured			Fixed position assigned to workstation
Verify Genovation Keypad Hotkeys functional			
Genovation Keypad labeled			
Mouse Functional			
Keyboard Functional			
IRR playback functional			
Verify screen resolution			
Layout as expected			
RTI w/handset			
RTI w/headset			
Outbound Dial			
Correct Location info displayed			
SMS Canned Messages set			
TTY Canned Messages set			
Clock Setting (24h or 12h)			
Recent Calls/ Call History settings			
Verify correct version			
Layout as expected per role			
Call Alerts audible			
Sound DVD Quality			

[INSERT AGENCY NAME]



Ticket #				Time Reported:			NJ Transit Communications Center
Operator Name	Position #	Line / Trunk Number	Wireless or Landline (L/W)	Issue occurred during?	Yes or No	Description of Issue in Detail (include phone numbers when applicable)	
				Answer?			
				Release?			
				Transfer/Conference?			
				During Call?			
				Calling Out?			
Other information that may be helpful?							
Assigned to	Date	Time	Resolution				

In the event of an outage overnight on MO/DAY/YR or MO/DAY/YR - **Contact**

[illegible]

Issue Summary			
Open	0	Low	0
Closed	0	Medium	0
Total	0	Critical	0

MPA RFP Requirement Number	Phase	Requirement	PSAP Initial	Notes from review meeting 2/23	
6.2.4.5	Cutover	Interface to Existing Equipment		captured on the cutover plan - verify CAD	Interconnectivity
6.2.4.6	Cutover	Remote Data Transfer Interface		captured on the cutover plan - Verify ECaTS	Interconnectivity
6.2.4.9	Cutover	Logging Recorder Interface		captured on the cutover plan - verify recorder	Interconnectivity
6.3.1.1	Cutover	ALI Controller		Cutover trunk testing	System Features
6.3.1.2	Cutover	ANI/ALI Display		Cutover trunk testing	System Features
6.3.1.3	Cutover	Dynamic ANI/ALI Output		Capture of Cutover plan - Verify ALI spill to CAD, SVC test #37	System Features
6.3.1.8	Cutover	Caller I.D.		Cutover trunk testing	System Features
6.3.1.9	Cutover	Wireless ALI – FCC 94-102 – Phase I and Phase II		Cutover trunk testing	System Features
6.3.2.1	Cutover	Call Detail Record (CDR) Format		Verify CDR - Cutover plan	Call and System Detail Records
6.3.2.2	Cutover	Remote CDR Collection Services		Verify ECaTS collecting data - Cutover plan	Call and System Detail Records
6.3.3.1	Cutover	Flash Transfer		Cutover plan - Star code transfer testing, SVC test #28	System Functionality
6.3.3.17	Cutover	Test Telecommunications Device for the Deaf (TDD/TTY)		captured on the cutover plan - Test TTY	System Functionality
6.3.3.6	Cutover	Abandoned Call Redial		Tested in Training, Cutover testing	System Functionality
6.3.3.7	Cutover	Automatic Callback		"Emergency Callback", Tested in Training, Cutover Testing	System Functionality
6.3.3.8	Cutover	Pre-Arrival ALI		Tested in Training, Cutover testing	System Functionality
6.2.2.2	Installation	Electrical Requirements		part of site readiness - CHP to verify	System Physical Requirements
6.2.2.3	Installation	Uninterruptable Power Supply		part of site readiness - CHP to verify	System Physical Requirements
6.2.4.10	Installation	Local Maintenance Terminal Interface		Verify Admin terminal installed in backroom	Interconnectivity
6.2.4.4	Installation	Cabling		part of site readiness - Mark to verify	Interconnectivity
6.2.4.8	Installation	Trunk and Line Interfaces		Verify 911 Trunk and PRI interfaces	Interconnectivity
6.3.1.7	Installation	External Source Time Synchronization		Verify connection to NTP -	System Features
6.2.3.4	N/A	Keyboard Arbitrator		CHP not using - N/A	Intelligent Workstation Physical
6.2.4.7	N/A	Additional LCD Monitor Interface		CHP not using - N/A	Interconnectivity
6.3.1.4	N/A	ALI Error Reporting		CHP not using - N/A	System Features
6.3.3.15	N/A	Radio System Interface		CHP not using - N/A	System Functionality
6.3.3.9	N/A	Incoming Call Display		Refers to Mapping - CHP not using - N/A	System Functionality
6.2.1.4	Pre-Cutover -	Audio Quality		Included in position testing	Audio
6.2.1.5	Pre-Cutover -	Acoustic Noise		Included in position testing	Audio
6.2.1.6	Pre-Cutover -	Crosstalk		Included in position testing	Audio
6.2.3.1	Pre-Cutover -	User Volume Controls		Included in position testing	Intelligent Workstation Physical
6.2.3.2	Pre-Cutover -	Keyboard		Included in position testing	Intelligent Workstation Physical
6.2.3.3	Pre-Cutover -	Mouse		Included in position testing	Intelligent Workstation Physical
6.3.3.10	Pre-Cutover -	Speed Dial		Included in position testing - 6.3.7.g	System Functionality
6.3.3.11	Pre-Cutover -	Voice Transfer		Included in position testing - 6.3.7.e	System Functionality
6.3.3.13	Pre-Cutover -	Transmit Mute		Included in position testing	System Functionality
6.3.3.14	Pre-Cutover -	Release		Included in position testing - 6.3.7.d	System Functionality
6.3.3.16	Pre-Cutover -	Integrated Voice Recording (Instant Recall Recorder)		Included in position testing	System Functionality
6.3.7.a	Pre-Cutover -	Hold		Included in position testing	Intelligent Work Station Telephone (IWS)
6.3.7.b	Pre-Cutover -	Dial		Included in position testing	Intelligent Work Station Telephone (IWS)
6.3.7.c	Pre-Cutover -	Re-dial		Included in position testing	Intelligent Work Station Telephone (IWS)
6.3.7.d	Pre-Cutover -	Release		Included in position testing	Intelligent Work Station Telephone (IWS)
6.3.7.e	Pre-Cutover -	Transfer		Included in position testing	Intelligent Work Station Telephone (IWS)
6.3.7.f	Pre-Cutover -	Conference		Included in position testing	Intelligent Work Station Telephone (IWS)
6.3.7.g	Pre-Cutover -	Speed Dial		Included in position testing	Intelligent Work Station Telephone (IWS)
6.3.7.h	Pre-Cutover -	ALI Request		Included in position testing	Intelligent Work Station Telephone (IWS)
6.3.7.i	Pre-Cutover -	ANI/ALI display (separate display is allowed)		Included in position testing	Intelligent Work Station Telephone (IWS)
6.3.7.j	Pre-Cutover -	Four (4) line appearances or more		Included in position testing	Intelligent Work Station Telephone (IWS)
6.3.7.k	Pre-Cutover -	Ten (10) multi-function programmable keys or more,		Included in position testing	Intelligent Work Station Telephone (IWS)
6.3.7.l	Pre-Cutover -	Headset/handset interface		Included in position testing	Intelligent Work Station Telephone (IWS)

6.3.7.m	Pre-Cutover -	Volume control for inbound audio signal for headset/handset		Tested in Training	Intelligent Work Station Telephone (IWS)
6.3.7.n	Pre-Cutover -	Volume control for outbound signal and sidetone for		Tested in Training	Intelligent Work Station Telephone (IWS)
6.3.7.o	Pre-Cutover -	Call status indication (ringing, answered or both)		Tested in Training	Intelligent Work Station Telephone (IWS)
6.2.2.4	System Cap	Multiple Lines/Workstation Requirement		Comply	System Physical Requirements
6.2.3.5	System Cap	Monitor		Comply	Intelligent Workstation Physical
6.2.4.1	System Cap	System Connections		Comply - limited, firewalled access for support only	Interconnectivity
6.2.4.2	System Cap	Wireless Connections		Comply - no wireless devices connected	Interconnectivity
6.2.4.3	System Cap	Local Exchange Carrier (LEC) Network Connections		Comply - connected to ALI circuits	Interconnectivity
6.3.1.10	System Cap	Voice over Internet Protocol (VoIP) Capability		Comply - CHP not currently using	System Features
6.3.1.6	System Cap	Internal Time Synchronization		Comply - VESTA server back up time source	System Features
6.3.2.3	System Cap	System Detail Records			Call and System Detail Records
6.3.1.11	Training	Complete Call Progress Detection		Tested in Training	System Features
6.3.1.5	Training	Abandoned Call Detail		Abandon Call Back - Tested during Training	System Features
6.3.3.12	Training	Ring Volume		Tested in Training	System Functionality
6.3.3.2	Training	Conferencing		Tested in Training, SVC - External Conference Verification - page 8, test #26	System Functionality
6.3.3.3	Training	Distinctive Ringing		Tested in Training	System Functionality
6.3.3.4	Training	Call Queuing		Tested in Training	System Functionality
6.3.3.5	Training	Last Stored Number Redial		Tested in Training	System Functionality

TELECOMMUNICATORS

PSA0293 - Smart Transcription for VESTA 9-1-1

This course provides an overview of basic operations in CommandCentral Smart Transcription for Vesta 9-1-1.

After completing this course, you will be able to:

- Log on to CommandCentral Smart Transcription for VESTA 9-1-1.
- Describe CommandCentral Smart Transcription for VESTA 9-1-1 features and capabilities.
- Describe CommandCentral Smart Transcription for VESTA 9-1-1 workflow.

PSA0323 - Smart Transcription for VESTA 9-1-1 Transcription Tab

This course provides an overview of basic operations in CommandCentral Smart Transcription for Vesta 9-1-1. You will learn how to work with the Transcription tab: search for keywords, work with participants, share media, operate the audio playback and configure multilingual translation.

After completing this course, you will be able to:

- Work with keywords.
- Search for keywords.
- Work with participants.
- Share media.
- Operate audio playback.
- Configure multilingual translation.

PSA0324 - Smart Transcription for VESTA 9-1-1 Recent Tab

This course provides an overview of basic operations in CommandCentral Smart Transcription for Vesta 9-1-1. You will learn how to work with the Recent tab: filter the calls and view the full transcript of a recent call.

After completing this course, you will be able to:

- Filter the calls by call duration.
- Filter the calls by call type.
- Filter the calls by time.
- Filter the calls in an ascending or descending order.
- View the full transcript of a recent call.

ADMINS

Admins will take the three above courses that telecommunicators take as well as:

PSA0137 - CommandCentral Admin

This course describes administrative tasks that apply to all CommandCentral applications. It includes managing users, groups, roles, and application settings. It also explains how to share data with trusted agencies.

After completing this course, you will be able to:

- Add, edit, or remove users and groups.
- Add or remove users from groups.
- Manage role permissions.
- Manage application settings.
- Change application permissions.
- Change data access permissions.
- Create Authorization Sets and share data with Trusted Agencies.
- Receive and manage data from Trusted Agencies.

PSA0382 - Transcription for VESTA 9-1-1 Admin

This course provides an overview of common administrative tasks in the CommandCentral Smart Transcription for VESTA 9-1-1. You will learn how to configure Smart Transcription features and contacts.

After completing this course, you will be able to:

- Assign permissions for Smart Transcription applications
- Configure Sharing Transcription Feature
- Configure contacts as an Agency Administrator

PSA0325 - Smart Transcription for VESTA 9-1-1 History Tab

This course provides an overview of basic operations in CommandCentral Smart Transcription for Vesta 9-1-1. You will learn how to manage historical calls in the History tab.

After completing this course, you will be able to:

- Manage historical calls.
- Switch between the History and Transcription tabs.

PSA0326 - Smart Transcription for VESTA 9-1-1 Monitoring Tab

This course provides an overview of basic operations in CommandCentral Smart Transcription for Vesta 9-1-1. You will learn how to filter and monitor calls in the Monitoring tab.

After completing this course, you will be able to:

- Monitor active calls in your agency or other agencies.
- Filter the calls by type.
- Filter the calls by duration.
- Filter the calls by agent name.
- Filter the calls by console name.
- Filter monitored calls by keywords.

PSA0327 - Smart Transcription for VESTA 9-1-1 Search Tab

This course provides an overview of basic operations in CommandCentral Smart Transcription for Vesta 9-1-1. You will learn how to search the calls by different criteria as well as download transcripts and audio in the Search tab.

After completing this course, you will be able to:

- Search the calls by date and time.
- Search the calls by phone number.
- Search the calls by agent name.
- Search the calls by keywords.
- Perform free text search.
- Download transcripts and audio.

PSA0140 - Evidence Basics

This course describes the basic features of the CommandCentral Evidence application. You will learn how to navigate the CommandCentral Evidence user interface, search for evidence files, view evidence details, and operate Media Player.

After completing this course, you will be able to:

- Navigate the CommandCentral Evidence user interface.
- Search for evidence files.
- View evidence details.
- Operate Media Player.