

Agenda Item # 22

Distribution:  
County Board  
County Administrator  
Controller/OMB  
ETSB  
Sheriff

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF LAKE )

COUNTY BOARD, LAKE COUNTY, ILLINOIS

ADJOURNED REGULAR SEPTEMBER, A.D., 2006 SESSION

FEBRUARY 14, A.D., 2006

MADAM CHAIRMAN AND MEMBERS OF THE COUNTY BOARD:

Your Law and Judicial Committee presents herewith a Resolution authorizing an intergovernmental agreement between the Countryside Fire Protection District and the County of Lake to allow Countryside Fire Protection District to utilize the CAD for dispatch purposes; and requests its adoption.

Respectfully submitted,

	Aye	Nay
<u><i>Quadrup Nixon</i></u> Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u><i>Randy Cole</i></u> Vice-Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u><i>Susan D. Braverman</i></u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u><i>Steve Lubin</i></u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u><i>James D. Weston</i></u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u><i>Randy Cole</i></u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u><i>Steve Lubin</i></u> Law & Judicial Committee	<input checked="" type="checkbox"/>	<input type="checkbox"/>

## RESOLUTION

WHEREAS, the Countryside Fire Protection District provides fire, rescue, hazardous materials and emergency medical service to a 24 square mile jurisdiction located in central Lake County including all or portions of the villages of Hawthorn Woods, Indian Creek, Kildeer, Long Grove and Vernon Hills; and

WHEREAS, the Countryside Fire Protection District is situated within both Lake County and Vernon Hills Emergency Telephone System Board (ETSB) jurisdictions; and

WHEREAS, the Countryside Fire Protection District is provided call-taking service through the Lake County Sheriff PSAP, the Lake Zurich Police Department PSAP and the Vernon Hills Police Department PSAP; and

WHEREAS, the Countryside Fire Protection District is provided dispatch service via contract with the Village of Vernon Hills Police Department PSAP; and

WHEREAS, the Countryside Fire Protection District is an accredited agency through the Commission on Fire Accreditation International (CFAI); and

WHEREAS, the Countryside Fire Protection District completed a dispatch assessment as a part of the CFAI process and identified the need for a dedicated full service fire dispatch; and

WHEREAS, the Countryside Fire Protection District has installed a Lake County Computer Aided Dispatch (CAD) workstation; has installed two E-911 telephone/communication positions; and has provided emergency power, back-up systems, recording equipment and other E-911 dispatch associated equipment for the purpose of providing a full service, fire dispatch system; and

WHEREAS, the Countryside Fire Protection District has hired professional telecommunicators and a Dispatch Director to staff, operate and provide this full service fire dispatch; and

WHEREAS, the Countryside Fire Protection District has agreed to comply with the Illinois Standards of Service Applicable to 9-1-1 Emergency Systems (83 ILL. Adm. Code 725.505, 725.700) for back-up power, training and security provisions; and

WHEREAS, the Countryside Fire Protection District has petitioned the Lake County ETSB to amend its Illinois Commerce Commission (ICC) filings to reflect the addition of a secondary PSAP located at the Countryside Fire Protection District's headquarters fire station at 600 North Deerpath Drive in Vernon Hills; and

NOW, THEREFORE, BE IT RESOLVED that the Lake County Board supports the addition of the Countryside Fire Protection District as a secondary PSAP and fire dispatch for the improvement of the fire, rescue, hazardous materials and emergency medical services provided by the Countryside Fire Protection District.

DATED, at WAUKEGAN, LAKE COUNTY, ILLINOIS, on this 14<sup>th</sup> day of February, A.D., 2006.

**LAKE COUNTY/COUNTRYSIDE FIRE PROTECTION DISTRICT**

**INTERGOVERNMENTAL AGREEMENT FOR  
UTILIZATION OF THE LAKE COUNTY  
COMPUTER AIDED DISPATCH SYSTEM**

This Agreement by and between the County of Lake, a body politic and corporate, hereinafter referred to as the "COUNTY", and the Countryside Fire Protection District, an Illinois Fire Protection District, hereinafter referred to as the "DISTRICT".

**WHEREAS**, the COUNTY owns and the Lake County Emergency Telephone System Board (ETSB), an agency of the COUNTY, operates a Computer Aided Dispatch System (CAD); and

**WHEREAS**, the CAD is an automated police and fire call dispatch system utilizing computer access to address, incident, and resources information and the related computer hardware is owned and operated by the ETSB; and

**WHEREAS**, the DISTRICT is desirous of contracting with the COUNTY to utilize the CAD for dispatch purposes; and

**WHEREAS**, the COUNTY and the DISTRICT are authorized by the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., to enter into intergovernmental agreements, ventures and undertakings, to perform jointly any governmental purpose, or undertaking, either of them could do singularly; and

**WHEREAS**, the ETSB has agreed to the addition of the District as a Secondary PSAP within the ETSB system;

**NOW, THEREFORE**, in consideration of the foregoing and the covenants contained herein, the parties hereby agree that the DISTRICT shall be allowed to utilize the CAD subject to the following terms and conditions:

1. The CAD, its systems, programs, and reports shall remain the sole and exclusive property of the COUNTY.
2. The DISTRICT shall have no direct CAD programming access, no right or ability to modify the CAD operating system, utilities or vendor software and no CAD system administration authority.
3. The DISTRICT shall have no right to work on, install or have installed any software, programs, or the like on the computer hardware operating the CAD system.

4. The COUNTY, through the ETSB, shall retain exclusive right and authority to program, modify, upgrade, administer and/or otherwise alter the CAD and its systems. The COUNTY shall provide reasonable notice to the DISTRICT of modifications, upgrades or alterations to the CAD and its systems that are likely to impact the DISTRICT's access to the CAD.

5. The DISTRICT shall be in compliance with 83 Illinois Administrative Code Part 725 Section 725.505. Newly hired telecommunicators will meet and or exceed the 40 hour minimum training curriculum including but not limited to, EMD, Fire Communications, TTY, District boundaries, equipment usage and emergency procedures. Continuing education EMS training will be a minimum of 12 hours per year. The DISTRICT shall maintain a backup power source to supply power for a minimum of 4 hours and shall be tested monthly.

6. The DISTRICT shall be in compliance with 83 Illinois Administrative Code Part 725 Section 725.700. Meeting and/or exceeding PSAP physical security requirements.

7. The COUNTY shall retain exclusive right and authority to approve any additional agency or unit of local government that seeks access to the CAD and its systems through the DISTRICT.

8. The ETSB shall provide financial support to the DISTRICT solely in the form of purchasing and providing five (5) Mobile Data Computers (MDC's) and future ETSB specific MDC system upgrades. Other than being supplied with the five (5) MDC's and future upgrades, the DISTRICT will be responsible for all of its own personnel and equipment and facility costs, expenses and repairs.

9. The DISTRICT shall designate in writing at the time of execution of this Agreement a single point of contact for all purposes relating to this Agreement, including queries, complaints, and invoicing.

10. The COUNTY or its designee through the ETSB shall designate a primary contact person for receiving queries, complaints, and commendations for services provided under this Agreement. In the event of a dispute between the parties as to the extent of service or performance under this Agreement, the determination of the COUNTY shall be final and conclusive.

11. The DISTRICT agrees to defend itself in any actions or disputes brought against the DISTRICT in connection with or as the result of this Agreement and agrees to defend, indemnify and hold the COUNTY harmless and free from liability of any kind whatsoever resulting from the acts or conduct of the DISTRICT, their agents or representatives or employees in the performance of this Agreement or in the furtherance thereof. Further, the DISTRICT shall annually provide to the COUNTY certificates of insurance detailing the actual coverages in force and effect during the term of this Agreement. The COUNTY,

its agents and employees, shall be endorsed as additional insureds on applicable policies subject to this Agreement. The insurance shall provide for written notice to be sent to the County within thirty (30) days of any cancellation or material change of said coverages. Said notice shall be sent to Department of Human Resources, County of Lake, 18 North County Street, Waukegan, Illinois 60085, Attention: Risk Manager. The initial certificate of insurance shall accompany the executed copy of this Agreement.

12. This Agreement is not valid until and unless it is signed by both parties involved. Any modifications to this Agreement must be in writing and signed by both parties. This agreement will be in effect for a term of two years from the date of signing and may be extended in two year increments if agreed to by both parties. However, either party shall have an absolute right to terminate this Agreement with or without cause upon sixty (60) days written notice to the other. Both parties will provide written notification to the ICC no later than ten days prior to the proposed termination date. For purposes of this Paragraph, termination with cause includes but is not limited to nonpayment of any monies owed under this Agreement, breach or violation of any of the terms or provisions of this Agreement, violation of any COUNTY licensing agreements with any third party vendor, or misuse or unauthorized use of the CAD or its related programs and systems.

13. The DISTRICT may accept the terms and conditions of this Agreement only by Resolution or Ordinance duly adopted by its legally recognized governing body or board.

14. All notices required herein shall be in writing, signed by or on behalf of the party giving or making such notice, and shall be sent by certified mail, postage prepaid, return receipt requested, to the following addresses:

TO COUNTY/ETSB:            Dave Dato, Chairman  
                                         Lake County ETSB  
                                         311 S. Main St.  
                                         Wauconda, IL 60084

COPY TO:                      Carla Wyckoff  
                                         Assistant State's Attorney  
                                         18 North County Street  
                                         3<sup>rd</sup> Floor  
                                         Waukegan, IL 60085

                                         Jeannine Martin  
                                         LCETSB Coordinator  
                                         311 S. Main St.  
                                         Wauconda, IL 60084

TO DISTRICT: Chief James Spiegel  
Countryside Fire Protection District  
600 North Deerpath Road  
Vernon Hills, IL 60061

COPY TO: John H. Kelly  
Ottosen Trevarthen Britz Kelly & Cooper, Ltd.  
300 South County Farm Road, Third Floor  
Wheaton, IL 60187

The addresses for notice shall be changed by either party by giving notice in accordance with this paragraph to the last address specified herein.

15. The foregoing constitutes the entire Agreement between the parties.

16. This Agreement may be amended by mutual written agreement, signed and executed with the same formality with which this instrument was executed.

IN WITNESS WHEREOF the County of Lake by a Resolution duly adopted by the County Board of Lake County causes this Agreement to be signed by its Chairman and attested to by its Clerk and the Countryside Fire Protection District by order of its respective Boards have caused this Agreement to be executed and attested by the appropriate officials, all on the day and year hereafter written.

COUNTY OF LAKE/ETSB

Date: \_\_\_\_\_

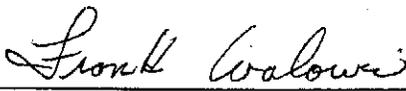
By: \_\_\_\_\_  
Suzi Schmidt, Chairman

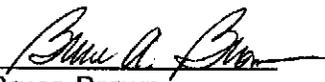
Attest: \_\_\_\_\_  
Willard R. Helander  
County Clerk

By:   
Dave Dato, Chairman  
Lake County ETSB

COUNTRYSIDE FPD

Date: 11/17/05

By:   
Frank Wolowic, President

Attest:   
Bruce Brown  
Secretary