

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
FEBRUARY 15TH, 2011 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Approval of Intergovernmental Agreement for Interoperable Emergency Dispatch Radio System	✓ Resolution Ordinance Motion Discussion Only	Robert Porter Chief of Police

SYNOPSIS

A resolution has been prepared authorizing the approval of an intergovernmental agreement between the Village of Downers Grove and the County of DuPage, on behalf of its Emergency Telephone System Board (ETSB), to participate in a county wide interoperable emergency radio dispatch system for use by the Village's first responders.

STRATEGIC PLAN ALIGNMENT

The Strategic Goals for 2011-2018 identified *Top Quality Infrastructure and Exceptional Municipal Services*.

FISCAL IMPACT

The FY11 budget includes \$24,000 for this project in the capital fund.

RECOMMENDATION

Approval on the March 1, 2010 active agenda.

BACKGROUND

The Village of Downers Grove is a member of the DuPage County Emergency Telephone System Board (ETSB), through which a monthly .50-cent surcharge and a .75-cent surcharge is collected for wireline and wireless phones respectively within DuPage County. The funds, in part, have been used to support emergency radio and telephone equipment located within the Village's Operation Center. In 2004, the ETSB began plans to establish an interoperable radio system for use by all public safety agencies within DuPage County. The purpose of this system is to enable all police and fire departments to communicate with each other during emergencies. This is currently not possible, with agencies using a variety of different platforms for communications. The issue of interoperable communications was identified as a priority for public safety after the events of September 11th.

After several years of research, the ETSB determined that the most viable option was to utilize an existing radio system owned and operated by Motorola, which is referred to as STARCOM 21. The STARCOM 21 system is a public safety communications system that will allow for seamless communication during emergency situations. Downers Grove emergency personnel will be able to communicate with their counterparts in each of the bordering municipalities as well as most other municipalities throughout the county.

The key terms of the agreement are as follows:

- ETSB shall provide municipalities with radios and other equipment for use with the Starcom system. Radios and equipment shall be provided at the expense of the ETSB.

- ETSB shall manage the DuPage Starcom system, program and install the necessary equipment, and provide the Municipalities with radio frequencies.
- ETSB shall pay for system maintenance costs for 7 years. After 7 years, the ETSB will review the maintenance costs. If the ETSB decides to not pay for maintenance costs, the radios and consoles will be transferred to the Village.
- ETSB shall pay for telephone and utility costs for 7 years, per an agreement with Motorola on behalf of the Municipalities. After 7 years, the Village shall be responsible for these costs.
- The Village shall provide certain equipment and power at the PSAPs.
- The Village may purchase additional equipment at our own expense. The Village will be purchasing 15 radios and related equipment as described below.
- Term of the Agreement is 7 years.

A list of the equipment and services being provided by the ETSB as well as the value of each item is as follows.

Equipment Provided by the ETSB

Item	Quantity	Cost	Total
Portable Radios (PD & FD)	104	\$5,873	\$610,792
Mobile Radios (FD)	22	\$5,527	\$121,594
Batteries (PD & FD)	208	\$96.60	\$20,093
Radio Chargers (PD)	76	\$89.01	\$6,765
Radio Cases (PD)	76	\$39.95	\$3,036
Microphones & Antennas (PD)	76	\$73.83	\$5,611
Microphones & Antennas (FD)	28	\$120.06	\$3,362
Airtime for all radios for 7 years	141	\$30.00	\$355,320
Radio Maintenance for 7 years (portables)	119	\$62.26	\$51,863
Radio Maintenance for 7 years (mobiles)	22	\$95.20	\$14,661
Radio Dispatch Consoles (VOC)	5	\$95,615	\$478,075

\$1,671,171

The Village will have to purchase some additional equipment to operate on this radio system, which is listed below.

Cost to the Village

Item	Quantity	Cost	Total
Portable Radios for Civilian Personnel (PD)	15	\$1,600	\$24,000
Radio Cases (FD)	28	\$46.23	\$1,294

\$25,294

ATTACHMENTS

- Resolution
- Agreement
- Exhibits

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND THE COUNTY OF DUPAGE

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Intergovernmental Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and the County of DuPage (the "County"), for emergency telephone dispatch system services, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:
Attest: _____
Village Clerk

**INTERGOVERNMENTAL AGREEMENT
INTEROPERABLE EMERGENCY DISPATCH RADIO SYSTEM**

This INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into by and between the County of DuPage (County), on its own behalf, and on behalf of its Emergency Telephone System Board (ETSB), and the Village of Downers Grove (Village or Fire Protection District or Fire Protection District), a municipal corporation.

RECITALS

WHEREAS, the ETSB and the Village or Fire Protection District are part of a collaboration to enhance their ability to effectively respond to emergency calls to 9-1-1 through interoperable public safety communications capabilities available throughout the service area of the ETS; and

WHEREAS, the Constitution and laws of the State of Illinois permit units of local government to enter into intergovernmental agreements in such a manner as is not restricted by law or ordinance;

WHEREAS, Illinois law specifically empowers local emergency telephone system boards, including the ETSB, to plan, implement, upgrade, and maintain the ETS and provide emergency telephone assistance through wireless communications; and

WHEREAS, the ETSB is further charged with the responsibility of providing wireless 9-1-1 emergency services and has designated one of its answering points to serve as a primary wireless 9-1-1 public safety answering point for its jurisdiction;

WHEREAS, the ETSB considers an interoperable radio network infrastructure and related emergency dispatch equipment to be an essential component of the ETS as well as integral to producing an effective response by the appropriate first responding agency as a result of an emergency call to 9-1-1, including in situations where the call was initiated by wireless device; and

WHEREAS, the ETSB and various units of local government previously collaborated to develop DIRS, an interoperable emergency dispatch system, to facilitate responses to emergency calls to 9-1-1;

WHEREAS, the ETSB intends to provide a modern interoperable emergency radio dispatch system for use by first responding sworn personnel within DuPage County as part of the ETS; and

WHEREAS, the ETSB wishes to establish the terms and conditions under which an interoperable emergency dispatch radio system will be made available to first responding agencies; and

WHEREAS, the Village or Fire Protection District desires the use of an interoperable emergency dispatch radio system for its emergency personnel to effectively respond to emergency calls to 9-1-1, including in situations where the call was initiated by wireless device; and

WHEREAS, the State of Illinois has leased STARCOM21 for use for public safety purposes and has made access to the system available to local public safety agencies; and

WHEREAS, the ETSB and the Village or Fire Protection District believe that the goal of enhancing their ability to effectively respond to emergency calls to 9-1-1, however initiated, through interoperable public safety communications capabilities for the members of the ETS will be realized by providing an interoperable emergency radio dispatch system consisting of the following:

1. A radio network infrastructure that will consist of a build out of the existing four (4) STARCOM21 sites and an additional four (4) sites utilized by the ETSB to achieve 12db coverage with an overall goal of a 2% grade of service as determined by the *Acceptance Testing Plan*, interoperable emergency dispatch radio system for use by the members of the DuPage County ETS;
2. Certain radios (“subscriber units”) necessary to receive emergency dispatch communications on the interoperable radio network infrastructure belonging to the county for the use of the Village or Fire Protection District’s police department on the terms more fully described herein;
3. Certain radio consoles (“consoles”) and/or control stations belonging to the County for the use of the Village or Fire Protection District’s police department on the terms more fully described herein;
4. A regional logger solution for the purpose of recording radio transmissions made on the DuPage STARCOM21 System; and
5. All associated telephony connections required to complete interoperability.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the County on its own behalf, and on behalf of its ETSB, and the Village or Fire Protection District hereto hereby agree as follows:

Part 1 – Incorporation of Recitals and Definitions

Section 1.1 – Recitals Incorporated. The recitals set forth above are incorporated in this Agreement by reference and made a part of this Agreement.

Section 1.2 – Definitions. As used in this agreement, unless the context clearly requires otherwise, the following terms shall have the following meanings:

- (a) “County” means the County of DuPage, Illinois;
- (b) “DuPage STARCOM21 System” means the interoperable emergency dispatch radio system consisting of network and equipment utilizing the STARCOM21 system in DuPage County as integrated as part of its emergency telephone system;
- (c) “Emergency telephone system” or “ETS” means the communications equipment required to produce a response by the appropriate emergency public safety agency as a result of an emergency call, however initiated, placed to 9-1-1;
- (d) “ETSB” means the Emergency Telephone System Board of DuPage County, an agency of DuPage County, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4, which provides for the management and operation of a 9-1-1 system within the scope of the duties and powers prescribed by the Emergency Telephone System Act and the Wireless Emergency Telephone Safety Act;
- (e) “Motorola” means Motorola, Inc., a business corporation organized under the laws of the State of Delaware;

- (f) "STARCOM21" means a 700/800 MHz, Association of Public-Safety Communications Officials (APCO) Project 25 interoperable, digital, trunked statewide voice radio communications network owned and developed by Motorola;
- (g) "Surcharge funds" means funds collected pursuant to the surcharge authorized by 50 ILCS 750/15.3 *et. seq.* and grants from the Wireless Service Emergency Fund pursuant to the wireless carrier surcharge authorized 50 ILCS 751/17 *et. seq.*;
- (h) "Village or Fire Protection District" means the Village of Downers Grove , DuPage County, Illinois.

Part 2 – Allocation of Equipment, Grant of Rights

Section 2.1 – Generally. Pursuant to this agreement, the ETSB shall make available to the Village or Fire Protection District such equipment as set forth in Section 2.2 which is and shall at all times be considered the property of the ETSB unless otherwise specified in this Agreement.

Section 2.2 – ETSB Allocated Equipment. The ETSB, at its own expense and through the use of surcharge funds, shall provide to the Village or Fire Protection District the subscriber units, consoles, control stations, and other equipment for use with the DuPage STARCOM21 System as set forth in Attachment A. Attachment A is made a part of this agreement and incorporated herein. The parties agree that Attachment A was developed by the ETSB in consultation with the Village or Fire Protection District and reflects the appropriate allocation of equipment to the Village or Fire Protection District. The equipment listed on Attachment A shall be purchased by the ETSB and become the sole property of the County.

Section 2.2a – Additional Equipment. The Village or Fire Protection District elects, with the approval of the ETSB, to purchase additional options or equipment for use with the DuPage STARCOM21 System. The cost of these options or equipment are set forth in Attachment A in the column labeled "Agency Obligations". The Village or Fire Protection District agrees that it is responsible for the cost of the additional options or equipment including its purchase, maintenance, and operation. The Village or Fire Protection District further agrees that any options which are integrated as part of the subscriber units, consoles, and control stations do not create an ownership interest in the equipment and that said subscriber units, consoles, control stations remain the sole property of the County unless the Village or Fire Protection District elects to pay the entire cost of such equipment.

Section 2.3 – Access to the DuPage STARCOM21 System. The County through its ETSB grants to the Village or Fire Protection District, upon the terms and conditions set forth by this Agreement, permission to use the equipment allocated pursuant to Section 2.2 and Section 2.2a for the primary purpose of facilitating its emergency response to calls to 9-1-1.

Section 2.4 – Assignment Prohibited. The Village or Fire Protection District shall have no right to transfer, assign, sublease, modify or confer any rights or benefits with respect to the use of the DuPage STARCOM21 system, including allocated equipment, to any third party without the written permission of the ETSB.

Section 2.5 – Use of the DuPage STARCOM21 System Equipment. All equipment purchased by the ETSB and allocated to the Village or Fire Protection District as described in Attachment A shall be used for the purposes permitted by law and by personnel associated with emergency response including radio system

operators and first responding emergency personnel. The Village or Fire Protection District may also use said equipment for any other purpose related to its official duties in accordance with all applicable Federal, State and local laws and ordinances provided that such use does not represent any additional cost to the ETSB.

Section 2.6 – Limitations on Use. The parties recognize that surcharge authorized by law is collected by or distributed to the ETSB to fund expenditures permitted by statute. The parties further acknowledge and agree that the public funds used to acquire said equipment were authorized to enhance the ability of the ETSB and the first responding sworn personnel of the Village or Fire Protection District to effectively respond to emergency calls to 9-1-1, including those calls initiated by wireless device. The Village or Fire Protection District shall ensure that said equipment will continue to be utilized for that purpose. If at any time during the course of this Agreement, the ETSB determines that deployed equipment is not being used in accordance with the objectives of this Agreement, or by appropriately authorized personnel, or in the event the Village or Fire Protection District fails to comply with the terms of the Agreement, after providing the Village or Fire Protection District with reasonable notice and an opportunity to cure, the ETSB may request the return of any and all of the equipment made available to the Village or Fire Protection District pursuant to this Agreement and the Village or Fire Protection District shall promptly comply with the ETSB's request.

Part 3 – Control and Operation of Radio Systems

Section 3.1 – DuPage STARCOM21 System. The parties agree that the management and control of the DuPage STARCOM21 System is and shall remain under full control and supervision of the ETSB. The parties agree that the ETSB is and shall be the sole point of contact and authority with regard to the STARCOM21 sites utilized to achieve 12db coverage. The ETSB is and shall be the sole point of contact and authority for the initial deployment as well as any new, added equipment that may in the future be made a part of The STARCOM21 System and other networks or property. This status shall include all ETSB owned towers, radio equipment, connections, generators, computers, and all other such attachments and appurtenances.

Section 3.2 – Radio Frequencies. The ETSB shall provide the Village or Fire Protection District with the appropriate licensed frequencies as allocated to the ETSB through the in the Regional Planning Commission (RPC) Region 54 Application and talk groups upon which the DuPage STARCOM21 System will operate. The ETSB shall make available such updated or alternative frequencies as may be allocated.

Section 3.3 – Programming of Equipment. ESTB shall have sole programming authority for recording loggers, subscriber units, consoles and control stations pursuant to maintenance and warranty agreements entered into by the ETSB for the DuPage STARCOM21 System during the term of this Agreement.

Section 3.4 – Access Limitations. The parties agree that the Village or Fire Protection District shall not add additional subscriber units to the DuPage STARCOM21 System beyond the number of subscriber units allocated as part of this Agreement without first obtaining the approval of the ETSB. The ETSB may limit access to the DuPage STARCOM21 System to the number of subscriber units allocated to the Village or Fire Protection District as part of this agreement if it determines that additional subscriber units would adversely impact the system's performance, channel capacity, and the contractually-determined grade of service.

Section 3.5 – Local Radio System. The parties agree that the Village or Fire Protection District shall retain ultimate authority and ownership over its existing radio equipment and system(s) as well as any new, added equipment which may in the future be made a part of the Village or Fire Protection District’s radio system, other networks, or property. The parties further agree that any County-owned equipment which may be installed at the Village or Fire Protection District’s existing communication location pursuant to this agreement shall remain the County’s property and shall not be disturbed.

Part 4 – Responsibilities of the ETSB

Section 4.1 – Delivery and Installation of DuPage STARCOM21 Equipment. Pursuant to a mutually agreed upon schedule, and consistent with the timeline for the deployment of the DuPage STARCOM21 System, the ETSB and its contractors shall (a) install consoles and control stations at the Public Safety Answering Points (PSAP), (b) deliver the equipment described in Section 2.2 and Section 2.2a and (c) install necessary telephony equipment for interoperability as designated by the STARCOM21 requirements. The ETSB shall not be responsible for the installation of any additional equipment. The Parties agree that this Agreement contemplates the ETSB’s participation in the installation of only the necessary equipment described herein. Should the Village or Fire Protection District subsequently desire the participation of the ESTB in the installation of additional equipment such participation is not governed or contemplated by this Agreement.

Section 4.2 – Training. The ETSB shall provide training on an ongoing basis on the use and operation of DuPage STARCOM21 equipment for the Village or Fire Protection District’s personnel responsible for the operation of such equipment as deemed necessary by the ETSB.

Section 4.3 – Performance. The ETSB shall make available to the Village or Fire Protection District such system coverage and performance as provided in the purchase agreement between Motorola and the ETSB. Improvements, modifications or changes made to improve system coverage and performance may only be done with the approval of the ETSB and other necessary parties at the expense of the Village or Fire Protection District. The ETSB retains the authority to increase channel capacity at the request of the Village or Fire Protection District which may, at the ETSB’s option may be at the Village or Fire Protection District’s expense.

Section 4.4 – Payment of Cost of Purchase. The ETSB shall be responsible for those costs associated with the core operations of the DuPage STARCOM21 System, which shall include the initial purchase of the equipment listed in Attachment A including maintenance of ETSB provided equipment, consoles, control stations, subscriber units, telephony, network and backhaul.

Section 4.5 – Payment of Maintenance Costs.

- (a) The ETSB shall be responsible for the maintenance costs for the DuPage STARCOM21 System expenses that are directly billed to the ETSB by the providers of such maintenance services. Annual maintenance for the ETSB allocated recording loggers, subscriber units, consoles and control stations shall be covered by the ETSB for a period of seven (7) years from the implementation of the DuPage STARCOM21 System including any warranty periods;
- (b) After the seven (7) year period, the ETSB will review its ability to continue to pay the cost of maintenance for subscriber units, consoles and control stations. If it determines that it cannot continue to fund the cost of maintenance for subscriber units, consoles and control stations, the

County may, in its discretion, transfer those assets to the Village or Fire Protection District in accordance with the provisions of Section 6.7. The ETSB will continue to manage and maintain the regional logger and telephone and utility costs as part of the ETS.

Section 4.6 – Payment of Telephone and Utility Costs. The ETSB shall be responsible for telephone and utility costs, unless as otherwise defined within this document, and expenses associated with the DuPage STARCOM21 System. The ETSB shall not be responsible for the cost of electricity.

Section 4.7 – Duty to Contract with Motorola for Use of Radio System Network. The ETSB has entered into a user agreement with Motorola on behalf of the Village or Fire Protection District for a period of seven (7) years to permit the use of the equipment described in Attachment A to operate on the DuPage STARCOM21 System. The price for this contract shall be determined pursuant to contract negotiations between Motorola and the State of Illinois. This agreement acknowledges that Motorola and the State of Illinois are currently in contract negotiations and firm costs are not available beyond November 30, 2011. A cost projection is provided in Attachment C. The ETSB agrees to assume the costs of the user agreement for an initial period of seven (7) years after which, the Village or Fire Protection District, shall if required by the ETSB, be responsible for the ongoing costs associated with the user agreement attributable to the Village or Fire Protection District. The ETSB will not be responsible for the costs associated with use of equipment beyond the equipment deployed to the Village or Fire Protection District as set forth in Section 2.2

Part 5 – Responsibilities of the Village or Fire Protection District

Section 5.1 – Reimbursements to the ETSB. The Village or Fire Protection District shall reimburse the ETSB for costs incurred by the ETSB as a result of purchases made by the ETSB at the prior request and in each case also for the benefit of the Village or Fire Protection District which may include, but are not limited to, the following:

- (a) Per unit maintenance costs associated with equipment owned by the Village or Fire Protection District which are billed directly as a per unit cost;
- (b) Programming, re-programming, or other expenses associated with the maintenance of equipment owned by the Village or Fire Protection District;
- (c) Installation or re-installation costs of mobile equipment;
- (d) Installation or re-installation costs of equipment owned by the Village or Fire Protection District which requires permanent installation; or
- (e) Special equipment, service, or connections for which only the Village or Fire Protection District directly benefits.

Section 5.2 – Use of Equipment. The Village or Fire Protection District shall use the County's recording loggers, consoles, control stations subscriber units and other equipment for official purposes only. The Village or Fire Protection District shall ensure that subscriber units are issued only to personnel designated as first responders and that such personnel keep each subscriber unit tuned at all times to the licensed interoperable frequencies designated and programmed by the ESTB. For security purposes, the Village or Fire Protection District shall ensure that any access codes, proprietary information provided by the ETSB shall only be given to those authorized by the ETSB to receive them. All equipment purchased

through the use of the surcharge shall be used for the purposes permitted by law. The parties authorize the DuPage County Auditor to review compliance with this section.

Section 5.3 – Reimbursement to the ETSB for System Access. (a) With respect to the equipment deployed to the Village or Fire Protection District in accordance with Section 2.2 of this Agreement, after the conclusion of the fifth (5th) year of the seven (7) year user agreement between the ETSB and Motorola as described in Section 4.7, the ETSB may require reimbursement from the Village or Fire Protection District for all or part of the ongoing costs associated with the use of the equipment. In this event, the ETSB shall notify the Village or Fire Protection District in writing and specify the intervals at which reimbursement is due. (b) With respect to the additional equipment furnished to the Village or Fire Protection District pursuant to Section 2.2a, the Village or Fire Protection District shall make quarterly reimbursement to the ETSB for any costs associated with the use of the equipment on a quarterly basis as determined by the ETSB.

Section 5.4 – Cooperation and Access. Throughout the term of this Agreement, the Village or Fire Protection District shall provide the ETSB with reasonable cooperation and access to its facilities to promote the delivery and installation of consoles, control stations, loggers, the subscriber units, and other equipment for the training of the Village or Fire Protection District’s personnel and any other purposes of this Agreement.

Section 5.5 – Miscellaneous Costs. The Village or Fire Protection District further agrees to:

- (a) provide power at the PSAP location to support new equipment as defined by Motorola specifications;
- (b) provide electrical work, including, but not limited to, new circuits, outlets, grounding, and wiring required to add new equipment as defined by Motorola specifications;
- (c) allow new equipment on existing racks and that the racks will be able to accommodate the new equipment or provide racks for such a purpose as defined by Motorola specifications; and
- (d) provide adequate HVAC for the best operation of the new equipment as defined by Motorola specifications

Section 5.6 – Frequency Givebacks. The Village or Fire Protection District acknowledges that the Federal Communications Commission (FCC) and its regional planning committees (RPC) have adopted certain rules governing use of the 700MHz radio spectrum in RPC Region 54, which includes the ETS service area. These rules provide that existing wide band spectrum allocations be returned to the available frequency pool no later than two years after the decommissioning legacy equipment and transition to the new 700MHz system as a condition of access to the 700MHz spectrum. The Village or Fire Protection District agrees to relinquish its rights to use the frequencies listed in the “Giveback” column of Attachment D and return them to Association of Public-Safety Communications Officials (APCO) available frequency pool in accordance with the rules promulgated by the FCC and RPC Region 54 as a condition of participating in this Agreement. The Village or Fire Protection District further agrees to participate in annual audits of the status and use of its licensed frequencies performed by the ETSB during the 4th, 6th, and 7th years of this agreement to review the status of radio frequencies licensed to the Village. Such participation shall include informing the ETSB whether or not it will giveback any previously retained radio frequency or frequencies or provide a letter of intent with justification to retain the frequency or frequencies. At the

conclusion of each audit, the ETSB will provide Region 54 with a report and/or copies of the letters of intent for its records in cooperation with Region 54's overall frequency plan.

Section 5.7 – Risk of Loss, Insurance. Upon the delivery and installation of the County-owned equipment to the Village or Fire Protection District, the Village or Fire Protection District shall bear the risk of loss for any damage or loss to such equipment beyond the coverage provided in the warranty and maintenance agreements entered into by ETSB for any and all equipment that is part of this Agreement or covered by County or ETSB insurance.

Section 5.8 – Special Responsibilities in the Event of Loss of Surcharge. Upon the determination by the ETSB as a result of the loss of funding including, but not limited to, an elimination or reduction of the surcharge by any means, it cannot continue to fund the continued operation the DuPage STARCOM21 system in the manner contemplated by this agreement, it may require the Village or Fire Protection District to assume the costs associated with the maintenance and/or the operation of the subscriber units, consoles, and control stations deployed to the Village or Fire Protection District pursuant to Section 2.2. The County may transfer ownership of the deployed equipment to the Village or Fire Protection District as full consideration of its assumption of costs.

Section 5.9 – Subsequent Purchase of Equipment. The parties agree that should the Village or Fire Protection District desire to purchase additional equipment for use on the DuPage STARCOM21 System after its execution of this agreement, it shall be solely responsible for any costs associated with its purchase, maintenance, or operation which may be incurred by the ETSB.

Part 6 – Term and Termination

Section 6.1 – Effective Date. This Agreement shall commence upon its execution by the parties and the approval of the DuPage STARCOM21 System and all of its associated contracts and change orders by the voting membership of the ETSB, and if applicable, by the County Board. In order to avoid any uncertainty regarding the effective date, The ETSB shall provide written notice of the effective date of this Agreement to the Village or Fire Protection District. The Agreement shall continue thereafter for a period of seven (7) years or until it is terminated in accordance with this Part 6.

Section 6.2 – Termination by Election of Parties. After the initial seven (7) year term of this Agreement, either party wishing to terminate this Agreement may do so for any reason upon one-hundred twenty (120) days written notice to the other. Upon termination, except as provided in Section 6.6, the Village or Fire Protection District shall, at the discretion of the ETSB and the County, return all County-owned equipment or reimburse the County for the cost of the equipment as detailed in the original purchase contract less depreciation as calculated in Section 6.4. The terminating party shall be responsible any costs associated with equipment removal as well as previously contracted costs of maintenance and equipment use. A request by the ETSB, pursuant to Section 2.6 for the reasons provided by that Section, for a return of any and all of the equipment allocated to the Village or Fire Protection District shall not automatically operate to terminate this Agreement.

Section 6.3 – Effects of Termination. Upon the effective date of the termination of this agreement pursuant to a written notice by the Village or Fire Protection District as set forth in Section 6.2, (1) the Village or Fire Protection District's right to use the DuPage STARCOM21 System shall cease; (2) the Village or Fire Protection District's obligation to reimburse the ETSB for any costs as provided in this Agreement

shall remain in full force and effect; and (3) the Village or Fire Protection District shall promptly return all County-owned equipment to the ETSB.

Section 6.4 – Valuation of Assets at Termination. The parties agree that the assets contemplated for deployment to the Village or Fire Protection District have a useful life of ten (10) years and that the straight-line method of depreciation shall be used in determining the residual values of such assets.

Section 6.5 – Public Safety Interoperable Communication (PSIC) Grant Funds. In the event of termination of this Agreement the parties agree that the Village or Fire Protection District shall not be required to reimburse the ETSB for any funds expended from the PSIC grant to the extent of the grant portion attributable to the Village or Fire Protection District.

Section 6.6 – Termination as a Result of Consolidation. In the event, for the purpose of consolidating its emergency dispatch system, the Village or Fire Protection District enters into an intergovernmental agreement with an intergovernmental agency which participates in the DuPage STARCOM21 System, this Agreement between the Village or Fire Protection District and the County shall terminate and further use of the DuPage STARCOM21 System by the Village or Fire Protection District shall be governed by the agreement between the intergovernmental agency and the County.

Section 6.7 – Termination as a Result of Loss of Surcharge. When the ETSB determines as a result of the loss of funding including, but not limited to an elimination or reduction of the surcharge by any means, it cannot continue to fund the continued operation the DuPage STARCOM21 system, the County may transfer ownership of all subscriber units, consoles and control stations to the presently deployed to the Village or Fire Protection District and the Village or Fire Protection District agrees be liable for any costs associated with the DuPage STARCOM21 system attributable to the Village or Fire Protection District including but not limited to costs associated with the procurement, operation, and maintenance of such assets, and such assumption of costs shall constitute full consideration for the transfer of said assets.

Part 7 – Miscellaneous Terms

Section 7.1 – No Joint Venture. This Agreement shall not be construed in such a way that the County, the ESTB, or the Village or Fire Protection District, or is deemed to be, the representative, agent, employee, partner, or joint venture of the other. The parties shall not have the authority to enter into any agreement, nor to assume any liability, on behalf of the other party, nor to bind or commit the other party in any manner, except as expressly provided herein.

Section 7.2 – Notice. All notices required to be given pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if personally delivered, or if deposited in the United States mail, registered or certified return receipt requested, or upon receipt of facsimile transmission. Notice given as provided herein does not waive service of summons or process.

If to the County, to:

Attention: DuPage County
c/o Emergency Telephone System Board
421 County Farm Road
Wheaton, IL 60187

If to the Village to:

David Fieldman, Village Manager
801 Burlington Avenue
Downers Grove, Illinois 60515

Section 7.3 – Entire Agreement. This Agreement constitutes the entire agreement of the county on behalf of the ETSB and the Village or Fire Protection District with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between the Village or Fire Protection District and the county with respect to the subject matter hereof.

Section 7.4 – Approval Required and Binding Effect. This Agreement between the County on behalf of the ETSB and the Village or Fire Protection District shall not become effective unless authorized by the County. This Agreement constitutes a legal, valid and binding agreement, enforceable against the Village or Fire Protection District and, once duly authorized and executed as set forth herein, against the county.

Section 7.5 – Representations. Each party represents that it the authority to enter into this Agreement and undertake the duties and obligations contemplated by this Agreement and that it has taken or caused to be taken all necessary action to authorize the execution and delivery of this Agreement.

Section 7.6 – Covenant Not to Sue. The parties hereby covenant and agree that each shall not sue, institute, cause to be instituted or permit to be instituted on its behalf, or by or on behalf of its past, present or future officials, officers, employees, attorneys, agents or assigns, any proceeding or other action with or before any local, state and/or federal agency, court or other tribunal, against the other party, its board members, officers, commissioners, employees, attorneys, agents or assigns, arising out of, or from, or otherwise relating, directly or indirectly, to this Agreement to the extent authorized by law.

Section 7.7 – Indemnification. The parties hereby release and agree that each shall indemnify and hold harmless the other party and all of its present, former and future officers, including board members, commissioners, employees, attorneys, agents and assigns from and against any and all losses, liabilities, damages, claims, demands, fines, penalties, causes of action, costs and expenses whatsoever, including, but not limited to, attorneys' fees and court costs, present or future, known or unknown, sounding in law or equity that arise out of or from or otherwise relate, directly or indirectly, to this Agreement or to the use of the DuPage STARCOM21 System to the extent authorized by law, including, but not limited to any injury or damage caused by the failure of the supplied equipment to function properly, the failure of radio transmissions to be accurately transmitted and/or received or the failure of the DuPage STARCOM21 System or the STARCOM21 System to operate as designed.

Section 7.8 – Amendments. This Agreement may be amended upon the written agreement of the parties.

WHEREFORE, the parties have signed and executed this Agreement as of the date written below in the County of DuPage, State of Illinois.

COUNTY OF DUPAGE:

VILLAGE:

Daniel Cronin
County Board Chairman

By:
Title:

Date: _____

Date: _____

APPROVED AS TO FORM:

Richard J. Veenstra
Deputy Chief Assistant State's Attorney
DuPage County State's Attorney's Office

Attachment Listing

Attachment A – Equipment List

Attachment B – Omitted

Attachment C – Cost Projections

Attachment D – Frequency Givebacks

Attachment A

Downers Grove FD

ETSB Member

Report Generated: 12/03/2010

Funding, Radio-Core-Package	Quantity	Unit Value	Available Funding
PSIC-Provided Radios	10	\$ 5,873.00	\$ 58,730.00
ETSB-Provided Radios	40	\$ 5,873.00	\$ 234,920.00
Total Available Radio-Core-Package Funding	50		\$ 293,650.00

AGENCY EQUIPMENT & COST OBLIGATION SUMMARY

Category	Quantity	Equipment Value	Agency Obligation	Notes
Portable Radios	28	\$ 164,444.00		APX7000 maintenance cost is estimated to be \$62.26 per radio, per year after Year 4
Mobile Radios	22	\$ 121,594.00		APX7500 maintenance cost is estimated to be \$95.20 per radio per, year after Year 4
Total Radios	50	\$ 286,038.00	\$ -	
Batteries	56	\$ 5,409.60	\$ -	
Chargers (0 Chargers Yielding 0 Charging Positions)	0	\$ -	\$ -	
Cases & Straps (28 Cases & 0 Straps)	28	\$ 1,294.44	\$ -	
Microphones & Antennas (28 RSMs,0 PSMs,0 PSM Antennas)	28	\$ 3,361.68	\$ 1,294.44	7 RSM w/Channel Selector, Volume Control
Intrinsically-Safe Option	0	\$ -	\$ -	
Enable Internal GPS Operation	0	\$ -	\$ -	
Adjustment 1				
Adjustment 2				
Adjustment 3				
TOTAL AGENCY OBLIGATION			\$ 1,294.44	\$ 1,294.44

Attachment A

Downers Grove PD

ETSB Member

Report Generated: 12/03/2010

Funding, Radio-Core-Package	Quantity	Unit Value	Available Funding
PSIC-Provided Radios	17	\$ 5,873.00	\$ 99,841.00
ETSB-Provided Radios	64	\$ 5,873.00	\$ 375,872.00
Total Available Radio-Core-Package Funding	81		\$ 475,713.00

AGENCY EQUIPMENT & COST OBLIGATION SUMMARY

Category	Quantity	Equipment Value	Agency Obligation	Notes
Portable Radios	76	\$ 446,348.00		APX7000 maintenance cost is estimated to be \$62.26 per radio, per year after Year 4
Mobile Radios	0	\$ -		
Total Radios	76	\$ 446,348.00	\$ -	
Batteries	152	\$ 14,683.20	\$ -	
Chargers (36 Chargers Yielding 76 Charging Positions)	36	\$ 6,764.76	\$ -	
Cases & Straps (76 Cases & 0 Straps)	76	\$ 3,036.00	\$ -	
Microphones & Antennas (76 RSMs,0 PSMs,0 PSM Antennas)	76	\$ 5,611.08	\$ -	
Intrinsically-Safe Option	0	\$ -	\$ -	
Enable Internal GPS Operation	0	\$ -	\$ -	
Adjustment 1				
Adjustment 2				
Adjustment 3				
TOTAL AGENCY OBLIGATION			\$ -	===== >>>

ATTACHMENT B – FIRE PAGING SOLUTION

The DuPage ETSB has developed a grant program to address the paging and toning needs of the fire service and to assist PSAP's and fire agencies in compliance with the FCC January 1, 2013 mandate to narrowband. The DuPage ETSB offers this one time reimbursement grant for agencies who execute this intergovernmental agreement for the Interoperable Emergency Dispatch Radio System. The Fire Paging solution is a cost effective method to deliver paging and toning services to fire agencies. The solution is modeled on building a new VHF radio infrastructure that will be interconnected to the STARCOM21 system.

The DuPage ETSB grant is based on one-time reimbursement of equipment purchased by either the PSAP or fire agencies. It does not include any operational cost including phone lines and maintenance. Additional equipment may be required to interconnect the VHF infrastructure into STARCOM21 and is listed in the additional project costs, below.

The pricing model was based on DU-COMM's Fire NORTH radio project which is the model for the proposed system. The DuPage ETSB will review and approve reimbursement of the equipment costs on an agency or PSAP basis. Agencies that operate on shared systems are encouraged to work together and enter into their own agreements regarding any operational costs, maintenance, and installation of the equipment.

The DuPage ETSB has budgeted funds based on the projection below. Only actual costs will be reimbursed and the grantee will have to provide detailed receipts. The DuPage ETSB reserves the right to adjust grants based on the final needs of each zone. The total value of the grant will not exceed 1.5 million dollars.

Fire Paging Equipment and Installation Cost Projection Summary

Zone	Projected Costs	PSAP and or Fire Agencies
North	\$231,600	DU-COMM, Bloomingdale FPD
East	\$241,700	DU-COMM
South	\$241,700	DU-COMM
West	\$286,700	DU-COMM, Itasca FPD, Wood Dale FPD
PLVW	NA	Pleasantview FPD
South Central (635)	\$392,710	Clarendon Hills FD, Hinsdale FD, Oak Brook FD, Westmont FD, Tri-State Fire
Downers Grove	NA	Equipment is in compliance
Additional Project costs	\$100,000	Interconnection, coordination and spare
Total Cost	\$1,494,410	Funds available for total grant

Participating agencies agree to a one time grant and that they will submit for reimbursement by September 30, 2011. Agencies that fail to request reimbursement by September 30, 2011 will not be eligible for reimbursement. ETSB acknowledges that due to the time line in place purchase and installation may not be possible by the above date. An agency must request and have ETSB approval for extension by August 1, 2011.

Agency/Licensee	Call Sign	Frequency	Use	Potential Giveback	Keep	N/A	Giveback	Reason to Keep
Addison, Village of	KEL343	155.100	Public Works	X				
Addison FPD	WPLV779	159.630	Public Works	X				
Addison PD	N/A		Dispatch			X	X	
Bartlett FPD	WNCR651	155.010	Dispatch				X	
Bartlett PD	WNCR651	154.890	Dispatch				X	
Bensenville, Village of	N/A		Car to Car	X		X		
Bensenville FPD	KDX538	158.160	Public Works	X				
Bensenville PD	N/A		Dispatch			X		
Bloomingdale, Village of	KNK849	471/473.2125	Dispatch	X				
Bloomingdale FPD	WNIA307	155.085	Public Works	X				
Bloomingdale PD	KVU455	154.175	Dispatch		X			Fire paging & backup
	KVU455	154.310	Dispatch		X			Fire paging & backup
	KNHK837	858/813.2125	Dispatch		X			Interagency/future data
Carol Stream, Village of	KDG325	155.520	Car to Car	X				
Carol Stream FPD	KZZ435	154.1145	Public Works	X				
Carol Stream PD	N/A					X		
Clarendon Hills, Village	N/A	None	Public Works			X		
Clarendon Hills FD	KTK767	155.835	Public Works	X				
Clarendon Hills PD	WNMG301	153.635/150.805	Dispatch		X			Fire paging & backup
College of DuPage PD	WIK704	476/479.7375	SWCD Net 9		X			UHF Interagency
	KLA524	453/458.900	Com 1		X			Future Call Boxes
	WNKR05	453/458.600	Com 2		X			Future Call Boxes
Darien-Woodridge FPD	KDJ551	154.25	Dispatch		X			Fire paging & backup
Darien, City of	KSK343	453.450	Public Works	X				
Darien, City of	KSK343	453.800	Public Works	X				
Darien PD	KSA850	470/473.5125	Dispatch	X				
Dowlers Grove Village	KAW888	453/458.050	Public Works		X			
Dowlers Grove FD	WQAE907	155.7075/153.825	Dispatch		X			Fire paging & backup
Dowlers Grove PD	KSA850	470/473.5125	Dispatch		X			

Agency Licensee	Call Sign	Frequency	Use	Potential			Reason to Keep
				Giveback	Keep	N/A	
Downers Grove PD	KSA850	470/473.9125	Dispatch		X		
	KSA850	474.0125	UHF Interagency		X		UHF Interagency
	WMN395	470/473.6625	Tac		X		
	WPOG455	472/475.8875	Tac		X		
	WCG422	470.9125	Dispatch Base		X		
	WCG422	473.5125	Control Station		X		
	WCG422	473.9125	Control Station		X		
	WCG422	474.0125	Control Station		X		
	K852406	156.150	Local		X		
	KZA347	470/473.3875	Dispatch 1E		X		
	KZA347	470/473.8875	Dispatch 3E		X		
	KZA347	470/473.6875	Dispatch 1W		X		
	KZA347	471/474.1375	Dispatch 3W		X		
	KZA347	471/474.0125	Dispatch A5		X		UHF Interagency
	KZA347	470/473.3125	Dispatch 7W		X		UHF Interagency
DU-COMM	WPTK582	470/473.2875	Tac 4 WH		X		
	WPTK582	470.0375/473.1375	Tac 5 EL		X		
	WPTK582	470.1875/473.1625	Tac 6 VP		X		
	KZA347	476/479.4125	Dispatch CH9		X		
	KZA347	470/473.3625	ISPERN Patch		X		
	KZA347	470/473.4375	UFERN Patch		X		
	WPTK582	470/473.2625	DIRS UHF		X		Interop Patch
	WPUV475	473.3875	Control Station		X		
	WPUV475	473.8875	Control Station		X		
	WPUV475	473.6875	Control Station		X		
	WPUV475	474.1375	Control Station		X		
	WPUV475	474.0125	Control Station		X		UHF Interagency
	WPUV475	473.3125	Control Station		X		
	WPUV475	470.3125	Base		X		
	KJD387	154/415.145	Fire East		X		Fire paging & backup
	KNIM596	154.310	Fire West		X		Fire paging & backup
	KNGG680	154.175	Fire North		X		Fire paging & backup

Agency Licensee	Call Sign	Frequency	Use	Potential Giveback	Keep	N/A	Giveback	Reason to Keep
DU-COMM	WPNU382	151.385/153.685	Fire South		X		X	Fire paging & backup
	WPWG466	220/221.8025	FS alerting E		X		X	Fire station alerting
	WPWG466	220/221/.8175	FS alerting N		X		X	Fire station alerting
	WPWG466	220/221.8475	FS alerting W		X		X	Fire station alerting
	WPWG466	220/221.9025	FS alerting S		X		X	Fire station alerting
	WPWG466	220/221.9125	FS alerting		X		X	Fire station alerting
	WNKE235	857/812.9875	DATA		X		X	Future data
	WNKE235	859/814.4875	DATA		X		X	Future data
	KNED362	31.780	N/A				X	
	KNED362	31.820	N/A				X	
DuPage Forest Preserve PD	KNED362	31.860	N/A				X	
	KNED362	151.325/159.435	Intra agency		X			Intra agency
	KNED362	159.420	Intra agency		X			Intra agency
	KNED362	151.250	Local	X				
	KZF591	154.965	Main		X			
	KNIW808	37.940	DCERN		X			
	WNQF709	155.025	Weather Alerts		X			
	KS436	154.770	EMTAC1	X				
	WNXS677	155.235	EMTAC2	X				
	KZA229	155.430	EMTAC3	X				
DuPage Sheriff	KZA229	155.010	Local	X				
	KBJ863	857/812.3625	Dispatch		X			Interagency/future data
	KNBG939	854/809.9625	Dispatch		X			Interagency/future data
	WNRB606	856/811.2125	Courts		X			Courts
	WNRB606	859/814.7875	Jail		X			Jail
	KS436	156.150	Tac	X				
	KS436	158.790	DIRS VHF		X			Interop Patch
	WP5Q978	453/458.850	Juvenile Detent	X				
	KNGD612	37.960	Highway	X				
	KNGD612	39.980	Highway	X				
Elmhurst, City of	WQBK702	453/458.2875	Health Dept	X				
	KS1453	154.040	Public Works	X				

Agency Licensee	Call Sign	Frequency	Use	Potential			Reason to Keep
				Giveback	Keep	N/A	
Elmhurst FD	N/A					X	
Elmhurst PD	N/A	None				X	
Glen Eylln Village of	WNNIL724	159.105/160.065	Public Works	X		X	
Glen Eilyn Fire Co	N/A	None				X	
Glen Eilyn PD	KSA904	470/473.6875	Base	X			
	KSA904	471/474.1375	Base	X			
	WBY393	473.6875	Control Station	X			
	WBY393	474.0125	Control Station		X		
	KCV383	155.100	Car to Car	X			
Glenside FPD	N/A					X	
Glendale Heights Village	KNIN328	155.145	Public Works	X			
Glendale Heights PD	WNQU865	858/813.2125	Dispatch		X		Interagency/future data
	KEP641	154.890	Car to Car	X			
	KEP641	155.010	Car to Car	X			
	KLK463	155.895	Public Works	X			
Hanover Park, City of	N/A					X	
Hanover Park FD	KNJG559	152.520	Car to Car	X			
Hanover Park PD	WNMG301	153.635/150.805	Dispatch		X		Fire paging & backup
Hinsdale FD	WPEY973	155.895/155.685	Local	X			
	KSA668	154.725	Local	X			
Hinsdale PD	WIK704	476/479.7375	SWCD Net 9		X		UHF Interagency
	WPEY973	155.895	L17 Base	X			
	WPEY973	156.015	Input 154.725	X			
	KBV882	154.085	L16 Tac	X			
	WPEY973	155.685	L17 mobile	X			
Itasca, City of	KNES303	155.805	Public Works	X			
Itasca FPD	KDP357	154.31	Dispatch		X		Fire paging & backup
Itasca PD	WQDV865	471/474.1875	Dispatch	X			
Lisle-Woodridge FPD	N/A					X	
Lisle, Village of	KNIF963	156.1950	Public Works	X			
Lisle PD	WPQG455	472/475.8875	Dispatch	X			
Lombard, City of	WNNUJ407	155.100	Public Works	X			

Agency Licensee	Call Sign	Frequency	Use	Potential Giveback	Keep	N/A	Giveback	Reason to Keep
Lombard FD	N/A					X		
Lombard PD	WU1440	476/479.7125	Tac CH7	X				
Oak Brook FD	WNMG301	153.635/150.805	Dispatch		X			Fire paging & backup
Oak Brook PD	KCL501	154.725	Dispatch	X				Special Tac detail
	KSS828	155.805	Tac		X			
	WPLH456	156.015	Dispatch	X				
	WPLH456	158.730	Tac	X				
OakBrook Terrace, City	KGL362	154.115/159.075	Public Works	X				
Oak Brook Terrace FPD	N/A					X		
Oak Brook Terrace PD	WU1608	472/475.8125	Tac	X				
PleasantView FPD	KVQ963	154.250	Dispatch		X			Fire paging & backup
Roselle, Village of	KRV360	155.715	Public Works	X				
Roselle FD	KS1294	154.310	Dispatch		X			Fire paging & backup
Roselle PD	KAY934	471/474.1875	Dispatch	X				
	KAY934	477/480.60	Tac	X				
	WPWF432	155.520	Tac	X				
Tri-State FPD	WNMG301	153.635/150.805	Dispatch		X			Fire paging & backup
	KSD739	154.325	Tac	X				
Villa Park, Village of	WNVD902	154.040	Public Works	X				
Villa Park FD	N/A					X		
Villa Park PD	N/A					X		
Warrenville FPD	N/A	None				X		
Warrenville PD	WPWX243	154.0025	Car to Car	X				
West Chicago, City of	KDG299	155.88/159.015	Public Works	X				
West Chicago FPD	N/A	None				X		
West Chicago PD	KSE459	155.010	Car to Car	X				
	KSE459	154.890	Car to Car	X				
Westmont FD	WNMG301	153.635/150.805	Dispatch		X			Fire paging & backup
Westmont PD	KB1838	154.725	Dispatch		X			special events
	KA7241	154.815	Fiat 2		X			Fiat task force
	KB1838	155.685	Tac	X				
	KRX374	158.745	Tac 2		X			Tac

Agency Licensee	Call Sign	Frequency	Use	Potential			Reason to Keep
				Giveback	Keep	N/A	
Westmont PD	KRX374	155.145	Tac 1 /Public Works	X	X		Interop Patch
	WNNO865	855.6375/810.6375	DIRS 800				
Wheaton FD	N/A					X	
Wheaton PD	KSA921	155.565					
	KSA921	154.890				X	
Willowbrook PD	WIK704	476/479.7375	SWCD Net 9		X		UHF Interagency
	WQLC220	472/475.1250	WBPD P 2 P	X			
Winfield, Village of	KNP547	154.040	Public Works	X			
Winfield FPD	N/A					X	
Winfield PD	N/A	None				X	
Wood Dale, City of	WPCY401	46.580	Public Works	X			
Wood Dale FPD	WQBA531	154.310	Dispatch		X		Fire paging & backup
Wood Dale PD	WIG734	471/474.2125	Dispatch	X			
Woodridge, City of	KNHT574	155.040	Public Works	X			
Woodridge PD	WNCD989	856/811.4625	Dispatch		X		Interagency/future data
	WNCD989	857/812.4625	Dispatch		X		Interagency/future data
	KNIC529	154.725	local	X			
York Center FPD	N/A					X	

3290 Subscribers 4 Year View with 5 Payments									
	2010	2011	2012	2013	2014	2015	2016	2017	
Annual Lease 2.87%	\$ 5,334,657.93	\$ 5,334,657.93	\$ 5,334,657.93	\$ 5,334,657.93	\$ 5,334,657.93				\$ 26,673,289.65
STARCOM Air-time (3290)	\$ -	Included	Included	Included	\$ 1,416,812.00	\$ 1,416,812.00	\$ 1,416,812.00	\$ 1,416,812.00	
NICE AIS, I.P. Logger, Infor		Warranty	\$ 150,420.00	\$ 156,732.00	\$ 160,144.00	\$ 163,659.00	\$ 167,279.00	\$ 171,007.00	
MCC7500 Consoles		Warranty	\$ 210,694.00	\$ 215,386.00	\$ 220,223.00	\$ 227,779.00	\$ 232,999.00	\$ 238,380.00	
Control Stations		Warranty	\$ 24,849.15	\$ 25,617.68	\$ 26,409.98	\$ 27,226.79	\$ 28,068.85	\$ 28,936.96	
Subscribers	\$ -	Warranty	Warranty	Warranty	Warranty	\$ 236,880.00	\$ 236,880.00	\$ 236,880.00	
PSIC Order for 585 subs		\$ 3,407,853.00							
Grand total for 3290	\$ 5,434,226.81	\$ 8,742,510.93	\$ 5,720,621.08	\$ 5,732,393.61	\$ 7,158,246.91	\$ 2,072,356.79	\$ 2,082,038.85	\$ 2,092,015.96	\$ 39,034,410.95



November 30th, 2010

MEMO TO: Linda Zerwin / DuPage ETSB
FROM: Pat Hughes
Re: STARCOM21 Contract Negotiations

Dear Mrs. Zerwin,

This memo is in regards to the current STARCOM21 State contract that expires October 30th, 2011 reflecting the equipment discount and monthly airtime rate. The current rates are \$30.00 per month for local, \$35.00 per month for county user, and \$53.00 per month for a state-wide user. These rates were used for the three year pre-paid incentive that Motorola has offered to DuPage County for purchase and shipment of radios in 2010.

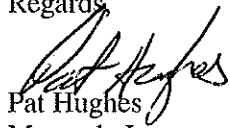
Negotiations for a new STARCOM contract have not formally begun as we are waiting for CMS to approve the process to move forward with a new contract. We hope to begin these discussions in early January 2011.

After the three year pre-paid airtime I have use the below projected airtime:

- \$39.00/month local user
- \$44.00/month county user
- \$0.00/month for spare subscriber
- \$20,000.00/year for Jail only radios

Motorola would welcome your input during these negotiations and will keep you updated as we get closer to a final STARCOM State contract.

Regards,


Pat Hughes
Motorola Inc.
(847) 514-7128