



DU PAGE COUNTY

ETSB - Policy Advisory Committee

Regular Meeting Agenda

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Monday, May 6, 2024

8:15 AM

Room 3500A

Join Zoom Meeting

<https://us02web.zoom.us/j/81440850084?pwd=YVlk4ZVU0bHc4cU9VRUo0blc0dkdZZz09>

Meeting ID: 814 4085 0084

Passcode: 838212

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. CHAIRMAN'S REMARKS - CHAIR DINA**
- 4. MEMBERS' REMARKS**
- 5. PUBLIC COMMENT**
- 6. CONSENT ITEMS**
 - 6.A. [24-1396](#)
DEDIR System April Maintainer Report
 - 6.B. [24-1397](#)
ETSB PAC Minutes - Regular Meeting - Monday, April 1, 2024
- 7. PARENT COMMITTEE APPROVAL REQUIRED**
 - 7.A. [ETS-R-0037-24](#)
Resolution to adopt the talk group access agreement between the Emergency Telephone System Board of DuPage County and Tri-Com Central Dispatch.
 - 7.B. [ETS-R-0038-24](#)
Resolution to adopt the talk group access agreement between the Emergency Telephone System Board of DuPage County and Grundy County Emergency Telephone System Board.
 - 7.C. [ETS-R-0039-24](#)
Resolution to adopt the talk group access agreement between the Emergency Telephone System Board of DuPage County and the City of Elgin.

8. DEDIR SYSTEM PORTABLES AND MOBILES**8.A. Police**

8.A.1. Encryption Update

8.A.2. HB4339 Update

8.B. Fire**9. OLD BUSINESS****10. NEW BUSINESS****11. ADJOURNMENT****11.A. Next Meeting: Monday, June 3 at 8:15am in Room 3-500A**



ETSB Other Action Item

421 N. COUNTY FARM
ROAD
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File #: 24-1396

Agenda Date: 5/6/2024

Agenda #: 6.A.



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TO: Linda Zerwin, ETSB Executive Director
FROM: Andy Saucedo, Motorola System Manager
DATE: May 1, 2024
SUBJECT: STARCOM21 DEDIRS Monthly Report for April Services

Projects:

DEDIR System Radio Replacement

- APXNext Police: Original order deployed with ADP encryption. ADP to AES encryption plan pending.
- APXNext New Hire Police: Change order complete and radios received. Open orders to be filled including cache radios and DU-COMM.
- APX8500: Reports of Starcom to VHF radio reception issues. It may be due to vehicle antenna placement or radio receiver sensitivity settings. Field test conducted at Westmont 2/13/24. All findings were provided to Motorola engineering. Last case status update 2/26/24, Engineering has completed the Customer Summary Report. Report to be provided by the Motorola Account Manager.
- APXNext XN Fire: Fire Focus presented XN issues to NFPA for TIA process. Fire radio configuration templates need IGA finalization with outside agency. Motorola Product Group has sent updates to ETSB regarding the repeat notification and firmware release to allow configurable Hazard Zone. Update to be included in the 2024 Q2 Base Line Firmware release.
- APXNext XE Fire: Demo radios have been programmed and provided to Fire Focus members for field testing.

Service Tickets

	Year to Date		Past Month					
			Totals		Categories of Tickets			
Category	Opened	Closed	Total	Closed	Consumable replaced	Alias or Configuration	Sent to Depot	Other
APX 7000	48	44	9	7	5	2		2
APX Next (police)	51	27	27	11	4	20		3
APX NextXN (fire)								
APX 8500 (mobiles)	17	17	3	3		3		
APX4000	6	6	2	2		2		
Other models								
Total	122	94	41	23	9	27	0	5

Programming – Projects

Code plug updates: There were none at this time.

Codeplug Creation: There were none at this time.

Radio Alignment: There were none at this time.



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STARCOM21

Scheduled Maintenance:

System Patches:

- The Starcom21 team and Motorola RSUS team applied security update patches to the Starcom21 system core in all Zones. The Patching efforts were done by the RSUS team on 4/10 and 4/11. These patches caused an impact to the system in all Zones. would have caused RF Site to enter to site trunking and Dispatch Sites to get Red X's on resources.

Thursday, 4/11/24

8:48 am- Site Trunking Event (~5 Minute Event)

Red X's on Consoles for 5 Minutes as well

2:45 pm - Site Trunking Event (~5 Minute Event)

Red X's on Consoles for 5 Minutes as well

- IL_STARCOM Monthly Application of Windows Motopatch 2024.03 – Patching 4/12/24
Monthly MOTOPATCH for Windows process was performed on applicable clients in your ASTRO System.
- MTN-0024-24 G-series security update implementation 4/25/2024, notification of planned maintenance to be performed affecting the STARCOM21 system on 04-25
07:00:00 AM to 05:00:00 PM.

Work to be performed: MTN-0024-24 Software install of all G-series Site controller and Base repeaters.

Impact: There may be brief periods of service interruption while the technicians are remotely working.

Sites affected by this maintenance:

SZ0140101 DuPage Lisle Prime - DuPage County

SZ0140248 Kankakee Prime - Starcom

SZ0140301 MADISON CO PRIME-STARCOM ZONE 3

SZ0140502 Cook County S - Prime

Command Central Patches:

[Scheduled Maintenance] Command Central Aware (North America)

The scheduled maintenance has been completed.

Start: 22/Apr/2024 @ 8:00 AM CDT (UTC-5)

End: 22/Apr/2024 @ 9:00 AM CDT (UTC-5)

SmartConnect Patches:

[Scheduled Maintenance] SmartConnect (Australia, Canada, United States)

The scheduled maintenance has been completed.

Start: 11/Apr/2024 @ 3:30 AM CDT (GMT -5)

End: 11/Apr/2024 @ 9:30 AM CDT (GMT -5)



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[Scheduled Maintenance] SmartConnect (United States)

The scheduled maintenance has been completed.

Start: 16/Apr/2024 @ 3:30 AM CDT (GMT -5)

End: 16/Apr/2024 @ 9:30 AM CDT (GMT -5)

[Scheduled Maintenance] SmartConnect (United States)

The scheduled maintenance has been completed.

Start: 18/Apr/2024 @ 3:30 AM CDT (GMT -5)

End: 18/Apr/2024 @ 9:30 AM CDT (GMT -5)

[Scheduled Maintenance] SmartConnect (United States)

The scheduled maintenance has been completed.

Start: 22/Apr/2024 @ 3:30 AM CDT (GMT -5)

End: 22/Apr/2024 @ 9:30 AM CDT (GMT -5)

Radio Central Patches:

There were none at this time.

Radio Management CPS Patches:

Upgraded DuPage RM server to R32.00.00.

03/Apr/2024 @ 7:00 AM CDT (GMT -5)

Unscheduled System Outages:

Wheaton Subsite ID: 8 Prime Site: DuPage IP Prime

Start: 12/Apr/2024 @ 10:00 PM CDT

End: 12/Apr/2024 @ 10:13 PM CDT

Critical Failed, SCB Time Reference Failure On Multiple Channels.

Potential interference suspected.

Releases:

APX NEXT Firmware APX NEXT R05.05.00 CPS R32.00.00 will be released 5/15/24. It included new products and features. Defect repairs included. Firmware is a maintenance and repair release.

APX Portables and Mobiles (APX 4000 and APX 8500) Firmware R32.03.00 CPS R32.00.00 was released 1/17/24. It included new products and features. Defect repairs included. Firmware is a maintenance and repair release.

Meetings:

April PAC meeting 4/1/24

Training

Command Central Cirrus Central Basics Class 4/22/24



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Mar 2024 Starcom21 GoS Report

Hour	GoS Calculations					PTT and Busy Data					
	GoS	Utilization	Erlangs	Excess Erlangs	Days of Data	Total PTTs	Total Talk Time (sec)	Average Talk Time (sec)	Total Busy	Total Busy Time (sec)	Average Busy Time (sec)
0:00:00	0.00	21.69	3.69	6.71	31.00	2590.65	13276.45	5.12	0.00	0.00	0.00
1:00:00	0.00	19.93	3.39	7.01	31.00	2124.42	12196.58	5.74	0.00	0.00	0.00
2:00:00	0.00	16.45	2.80	7.60	30.00	1795.63	10068.27	5.61	0.00	0.00	0.00
3:00:00	0.00	14.11	2.40	8.00	31.00	1459.23	8633.19	5.92	0.00	0.00	0.00
4:00:00	0.00	13.72	2.33	8.07	31.00	1424.42	8396.13	5.89	0.00	0.00	0.00
5:00:00	0.00	14.31	2.43	7.97	31.00	1475.32	8759.19	5.94	0.00	0.00	0.00
6:00:00	0.00	16.37	2.78	7.62	31.00	1766.52	10015.52	5.67	0.00	0.00	0.00
7:00:00	0.00	22.38	3.80	6.60	31.00	2573.32	13696.97	5.32	0.00	0.00	0.00
8:00:00	0.00	28.60	4.86	5.54	31.00	3404.35	17500.74	5.14	0.00	0.00	0.00
9:00:00	0.01	32.17	5.47	4.93	31.00	3865.06	19689.00	5.09	0.39	2.39	6.17
10:00:00	0.00	33.38	5.67	4.73	31.00	4016.81	20427.29	5.09	0.00	0.00	0.00
11:00:00	0.00	31.71	5.39	5.01	31.00	3834.55	19403.74	5.06	0.00	0.00	0.00
12:00:00	0.00	34.13	5.80	4.60	31.00	4096.81	20888.03	5.10	0.03	1.29	40.00
13:00:00	0.01	35.28	6.00	4.40	31.00	4209.94	21594.23	5.13	0.55	17.39	31.71
14:00:00	0.00	33.90	5.76	4.64	31.00	4115.55	20746.29	5.04	0.00	0.00	0.00
15:00:00	0.00	34.50	5.87	4.53	31.00	4184.39	21116.26	5.05	0.03	3.23	100.00
16:00:00	0.00	34.72	5.90	4.50	31.00	4176.65	21247.97	5.09	0.00	0.00	0.00
17:00:00	0.00	31.91	5.42	4.98	31.00	3850.74	19529.71	5.07	0.00	0.00	0.00
18:00:00	0.00	29.92	5.09	5.31	31.00	3552.26	18313.77	5.16	0.00	0.00	0.00
19:00:00	0.00	30.05	5.11	5.29	31.00	3630.65	18392.26	5.07	0.00	0.00	0.00
20:00:00	0.00	30.14	5.12	5.28	31.00	3663.65	18447.35	5.04	0.00	0.00	0.00
21:00:00	0.00	29.23	4.97	5.43	31.00	3503.58	17888.19	5.11	0.00	0.00	0.00
22:00:00	0.00	26.85	4.56	5.84	31.00	3246.84	16430.87	5.06	0.00	0.00	0.00
23:00:00	0.00	23.93	4.07	6.33	31.00	2901.06	14643.35	5.05	0.00	0.00	0.00

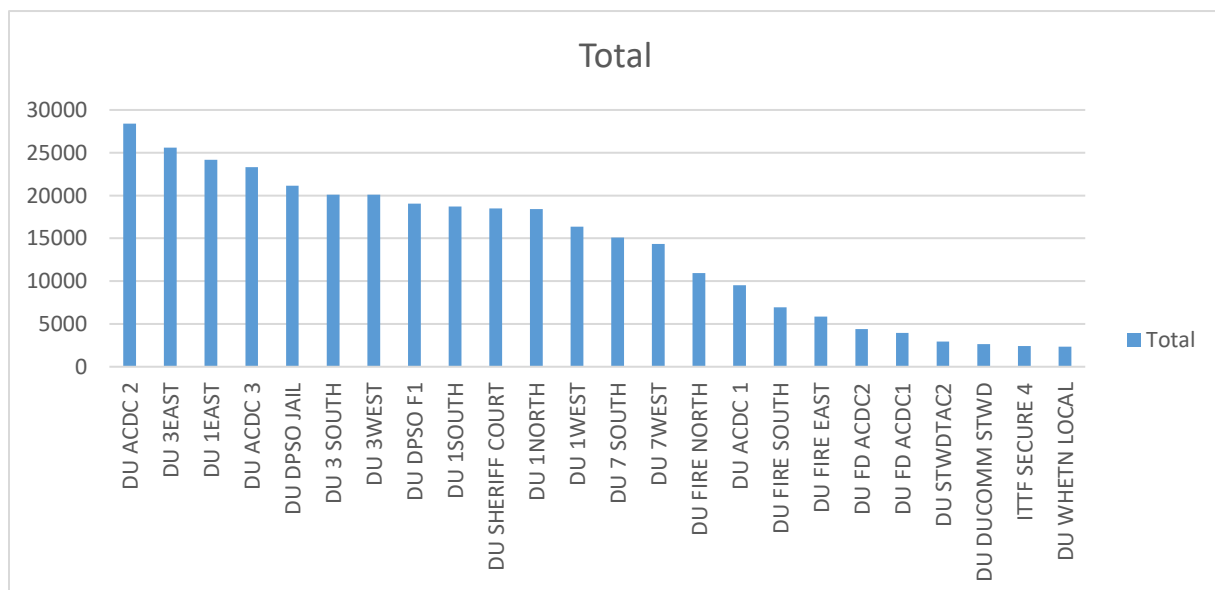
*April was not available at the time of this report.



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DEDIR System Usage Report:

Talk Groups	Push To Talk Counts
DU ACDC 2	28,419
DU 3EAST	25,587
DU 1EAST	24,193
DU ACDC 3	23,310
DU 3 SOUTH	20,120
DU 3WEST	20,113
DU 1SOUTH	18,705
DU DPSO F1	19,062
DU 1NORTH	18,420
DU DPSO JAIL	21,147
DU 1WEST	16,361
DU SHERIFF COURT	18,511
DU 7WEST	14,338
DU 7 SOUTH	15,085
DU EDU 1	13,812
DU FIRE NORTH	10,940
DU ACDC 1	95,26
DU FIRE SOUTH	69,41
DU DUCOMM STWD	2,660
DU FIRE EAST	5,859
DU COD 1	5,583
DU FD ACDC2	4,386
DU FD ACDC1	3,937
DU STWDTAC2	2,927
DU WHETN LOCAL	2,359
Grand Total	415,940





ETSB PAC Other Action Item

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-1397

Agenda Date: 5/6/2024

Agenda #: 6.C.1.



DU PAGE COUNTY

ETSB - Policy Advisory Committee

Draft Summary

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Monday, April 1, 2024

8:15 AM

Room 3500A

Join Zoom Meeting

<https://us02web.zoom.us/j/83471065079?pwd=dHNFNXM5dzlhZTVaZldMY2NLaDdidz09>

Meeting ID: 834 7106 5079

Passcode: 264942

1. CALL TO ORDER

8:15 AM meeting was called to order by Vice Chair Johl at 8:15 AM.

2. ROLL CALL

Attendees:

Matt Theusch, DuPage Emergency Telephone System Board

Eve Kraus, DuPage Emergency Telephone System Board

Scott Bukovic, Westmont PD

Eric Burmeister, ACDC

Nick Kottmeyer, County Board

Erik Maplethorpe, DU-COMM

John Nebl, OHSEM

John Sullivan, Addison Fire

Jim Connolly, Village of Addison (Remote)

Jim McGreal, Downers Grove PD (Remote)

Bob Murr, College of DuPage (Remote)

Bill Srejma, ACDC (Remote)

On roll call, Members Johl, Benjamin, Hermes, Rivas, and Selvik were present, which constituted a quorum.

PRESENT	Johl, Benjamin, Hermes, Rivas, and Selvik
ABSENT	Dina

3. CHAIRMAN'S REMARKS - VICE CHAIR JOHL

There were no remarks from Vice Chair Johl.

4. MEMBERS' REMARKS

There were no Members' remarks.

5. PUBLIC COMMENT

There was no public comment.

6. CONSENT ITEMS

6.A. [24-1168](#)

ETSB PAC Minutes - Regular Meeting - Monday, March 4, 2024

On voice vote, all Members voted "Aye", motion carried.

Attachments: [2024-03-04 ETSB Minutes Summary.pdf](#)

RESULT: ETSB RECEIVED AND PLACED ON FILE

MOVER: Michael Rivas

SECONDER: Roy Selvik

6.B. [24-1062](#)

DEDIR System March Maintainer Report

On voice vote, all Members voted "Aye", motion carried.

Attachments: [April 2024 Motorola System Manager Report.pdf](#)

RESULT: ACCEPTED AND PLACED ON FILE

MOVER: Sherianne Hermes

SECONDER: Tyler Benjamin

7. DEDIR SYSTEM PORTABLES AND MOBILES

7.A. DEDIR System Talk Group Access

Deputy Director Theusch referenced the memorandum that was distributed to the Members. He said the previous PAC membership had talked about providing access to the adjacent agencies. Mr. Theusch said that as the plan for encryption is being finalized, the memorandum is coming before the PAC for additional discussion. He reviewed the recommendations from the memorandum:

1. Following the policy, agencies granted access on DEDIR System prior to 2023 should be granted access to InterOp1-8 (9). They may reapply for additional talk groups with justification. ETSB has been working with several agencies for access renewal and can provide their applications based on the policy.
2. If the PAC wants to expand access, DU STWD and DU COWD talk groups could also be considered as additional talk groups to the standard InterOps 1-8 (9). Mr. Theusch said the talk groups being utilized for saturation patrols on a day to day basis should also be considered.
3. Outside agencies that participate in MERIT and other specialized activities will not have to reapply so long as they have continued participation.
4. ETSB Staff will update the application form to reflect AES encryption, MERIT participation, and any other recommendations from PAC.

Mr. Theusch asked if there were any specific questions in regard to the memorandum, to which

there were none.

Mr. Benjamin said he thought the DuPage Statewide and DuPage Countywide should be included in the standard package as DU-COMM is frequently switching agencies to those talk groups for large incidents and he believed they would be beneficial. The other Members concurred.

7.B. Police

7.B.1. Encryption Update

Member Rivas said there was a joint meeting scheduled with ACDC and DU-COMM on April 4 to discuss what encryption looks like at the console level. He said equipment may be on the way for both PSAPs. Mr. Theusch added that ETSB had a preliminary meeting with Motorola to set timelines for the equipment for the new consoles.

7.B.2. HB4339 Update

Member Rivas said that as of last night it still showed in Executive Committee and is status quo, there has been no update online.

7.C. Fire

Vice Chair Johl said he has no update from the Fire Focus Group regarding the radios.

7.C.1. NFPA Update

Mr. Theusch asked Mr. Sullivan if he had anything to report. Mr. Sullivan said the official members of the committee would be voted in in April, but that progress has been made with the committee. Mr. Theusch added that ETSB met with Motorola while Mr. Sullivan and Mr. Connolly were present at the NFPA meeting in Florida. Mr. Theusch said that Motorola is working through the recommendations from the committee meeting to provide a timeline.

8. PARENT COMMITTEE APPROVAL REQUIRED

8.A. [ETS-R-0026-24](#)

Resolution to approve access to the DuPage Emergency Dispatch Interoperable Radio System talk groups pursuant to Policy 911-005.2: Access to the DuPage Emergency Dispatch Interoperable Radio System (DEDIR System), as requested by the Northlake Police Department.

A motion was made by Member Benjamin, seconded by Member Rivas. Vice Chair Johl said that if the request is approved today, it would be pending the 14-day notification to the agencies which will end on April 9. Mr. Theusch referred back to the adjacent agency access discussion earlier in the meeting regarding access to InterOps 1-8 (9). Mr. Benjamin said Northlake PD had requested specific talk groups, as well, Bensenville and Elmhurst. Vice Chair Johl said that would be part of the approval, whether Northlake would be approved for the additional talk groups. Mr. Theusch said access would be the designated InterOps 1-8 (9) as there is no specific justification for the additional talk groups. Mr. Benjamin said the PAC was provided a letter of sponsorship from Elmhurst and is it easier to approve them now or wait for a letter from Bensenville. Mr. Theusch said that would be at the discretion of the PAC. A short discussion ensued. A motion was made by Member Rivas, seconded by Member Benjamin to amend and approve the request pending a letter of sponsorship from Bensenville PD. On voice vote, all

Members voted "Aye", motion carried.

Attachments: [DEDIR System Access Request - Northlake PD Redacted.pdf](#)
[Sponsor Letter - Elmhurst PD Redacted](#)

RESULT:	ETSB RECOMMENDED FOR APPROVAL
MOVER:	Michael Rivas
SECONDER:	Tyler Benjamin

9. OLD BUSINESS

Mr. Theusch referenced a DEDIR System Memorandum distributed at the meeting dated October 3, 2022 in which the PAC provided recommendations for radio replacement and deployment plan to the ETS Board. Mr. Theusch said there had been a request from a couple village managers to provide an update of deployment of encryption in the radios. Mr. Theusch said there needed to be updates in terms of where we are within the phases provided. Phase I is complete; the radios are out with the third touch template. He said Phase II included the new Ops and Tactical talk groups. Mr. Theusch said some of the plan was dependent upon deployment of the new Fire radios and that there would be updates made based on where we are now. He said the update would be provided to the PAC for review. He asked for any insight or comments from the Members who are involved in the processes.

Member Rivas said, for discussion, in the Police Focus Group they have been deciding on encryption would be the main band, the backup (local) channel, and four (4) of the InterOp channels, and that once they are out there, he believed it would take care of 80% of any issues with encryption. He said ancillary channels need to be figured out as it is a complicated puzzle.

Mr. Benjamin said that DU-COMM is opposed to the renaming of the fire channels and he understood that had been approved as part of the recommendation but if the PAC is revisiting the memorandum, then it would be a topic of discussion on DU-COMM's side. Member Rivas asked if moving forward Member Benjamin would be opposed to any naming changes on the police side, as well. Member Benjamin recalled that he believed the police naming conventions were remaining similar to what they currently are. Member Rivas answered that he believed it was still up for discussion. Member Benjamin said DU-COMM does not see the value in renaming the channels, generally, and if police are still on the table, DU-COMM does not see the purpose of that. He said he is open to hearing the purpose, but that DU-COMM does not see it. Member Rivas said it came down to standardization between the ACDC naming of 1 through 4 and the geographical naming on the DU-COMM side. Member Rivas said with equipment coming for both PSAPs, he thought it the ideal time to get the changes seriously addressed and/or approved if recommended by the PAC. Member Benjamin said maybe they could talk more and he could get more background. Mr. Theusch said it was also to line up the Ops with the principle talk groups and provided an example. Vice Chair Johl added that upon expansion or breaking off of channels, the movement of agencies would not be geographically located within the name, it would be by number, that it is very simple. Member Rivas said an S or Z like pattern through the County kind of following the geographical locations is one of the thoughts

that surround it. Member Benjamin said he would want to look at it more and talk more directly with people, that the idea of expanding or contracting, he understands the point but the value of a naming convention in that case would depend on where that expanding or contracting was taking place, that it may make sense or not. He said the PAC does not need to take a lot of time on this and that he could talk to the Chiefs more separately in compliance with the Open Meetings Act to obtain more information. Mr. Theusch said this is under Old Business but that the naming conventions have already been decided and part of the plan going forward so the recommendation would be updated based on where we are within the phases, not adjudicating whether the changes are warranted. He said it is at the discretion of the PAC to make changes but that this had already been decided. Member Benjamin said it was decided as a portion of this policy that the PAC is now revisiting. Mr. Theusch said it was being updated to provide the current status of where we are within the phases and provided an example of Phase I, that it has been completed. Mr. Theusch said the plan would be looked at to see if there is anything we know today that was not known then and needs to be adjusted but that the bigger picture path is not changing; it has already been voted on. Member Rivas said part of the discussion was that when the new equipment arrives that it would be the best time to begin renaming those talk groups as part of the integration with the hardware and software, and that training for both PSAPs would need to fall prior to that time. Member Rivas asked Mr. Theusch if the village managers' questions were regarding encryption, Mr. Theusch answered yes, Member Rivas continued saying they are trying to move that along as quickly as possible. Member Hermes said the PAC had also decided that historically, for this document, it was in the format of a phased plan and that in Phase II the PD Ops and FD Ops are established and the change would fall within the final phase. She said it is a tiered process so not a slam to all of them; that ACDC is in the same position of having to do training, as well. Member Rivas added that his (Member Benjamin's) predecessor had asked that naming convention changes be one of the last items to be addressed. Member Rivas said encryption needs to be moved along, but that former Member Baarman had asked that the name changes be one of the last items, Member Hermes added the word "gradual", within the plan.

Vice Chair Johl asked if there was any further discussion, to which there was none.

10. NEW BUSINESS

There was no new business.

11. ADJOURNMENT

11.A. Next Meeting: Monday, May 6 at 8:15am in Room 3-500A

Member Rivas made a motion to adjourn the meeting at 8:37am, seconded by Member Selvik. On voice vote, motion carried.

Respectfully submitted,

Eve Kraus



ETSB PAC Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: ETS-R-0037-24

Agenda Date: 5/6/2024

Agenda #: 7.D.1.

RESOLUTION TO ADOPT THE TALKGROUP ACCESS AGREEMENT BETWEEN THE EMERGENCY TELEPHONE SYSTEM BOARD OF DU PAGE COUNTY AND TRI-COM CENTRAL DISPATCH

WHEREAS, the DuPage County Emergency Telephone System Board ("DU PAGE ETSB") is an emergency telephone system board, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4 ("Act"); and

WHEREAS, the DU PAGE ETSB is authorized and empowered, pursuant to Section 15.4 (b) of the Act to plan, implement, upgrade, and maintain an Emergency 9-1-1 System for citizens of the County of DuPage and portions of Cook, Kane and Will counties; and

WHEREAS, a Talk group Access Agreement ("Agreement") has been negotiated between DU PAGE ETSB and Tri-Com Central Dispatch in accordance with the DU PAGE ETSB ordinance; and

WHEREAS, the talk groups and their uses have been agreed upon by the parties for use by DU PAGE ETSB DuPage Emergency Dispatch Interoperable Radio System (DEDIRS) member agencies; and

WHEREAS, the 9-1-1 System Coordinator recommends the DU PAGE ETS Board approve the Agreement as being in the best interest of DU PAGE ETSB and its DEDIRS member agencies to have access to the talk groups to effectively communicate with Tri-Com Agencies.

NOW, THEREFORE BE IT RESOLVED, by the DU PAGE ETS Board that the attached Agreement between the DU PAGE ETSB and Tri-Com Central Dispatch is hereby accepted and approved this 8th day of May, 2024 at Wheaton, Illinois.

Enacted and approved this 8th day of May, 2024 at Wheaton, Illinois.

GREG SCHWARZE, CHAIR

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

TALKGROUP ACCESS AGREEMENT

This agreement is hereby made and entered into this 8 day of May, 2024 by and between Tri Com Central Dispatch, an Illinois Intergovernmental Cooperation Agency of the Cities of St. Charles, Batavia and Geneva, Illinois (hereinafter referred to as "Agency" or "Tri-Com") and the DuPage County Emergency Telephone System Board, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4, (hereinafter referred to as "DuPage ETSB") and.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby mutually acknowledged, the parties hereto hereby agree as follows:

Grant of Access. Agency hereby authorizes the DuPage ETSB and only those personnel members whose names the DuPage ETSB provides to the Agency to access the following (hereinafter referred to collectively as "Talkgroups") through the use of portable/mobile radio as well as the Motorola WAVE application:

PD2, TC TAC 1, PD 1, TC TAC 2, FD Main, FD South, Batavia OPS North Aurora OPS, Elburn OPS, Geneva OPS, St. Charles OPS, Sugar Grove OPS, Main OPS, Trico OPS N, Tricom OPS W and Tricom OPS S and any talk groups mutually agreed upon at a later date.

Scope of Use. Recognizing the need to control the use of these Talkgroups and in accordance with the State of Illinois Starcom21 policies and procedures, the DuPage ETSB agrees to limit the use of the Talkgroups to Emergency Notifications including but not limited to serious incidents, serious traffic crashes, and active fires, Coordination of Joint Operations and Mutual Aide Responses Natural and Man-Made Disasters, Mass Casualty Incidents, Police, Fire, EMS, HAZMAT, Rescue Operations, and Training.

The DuPage ETSB shall, at all times, ensure that its personnel utilize its access to Talkgroups in strict conformance with the provisions of this agreement, its application to the Agency, and such rules and policies as the Agency or its subordinate entities may from time to time establish. The DuPage ETSB shall not permit its personnel to utilize the DuPage ETSB's access to Talkgroups in any manner that exceeds this scope of use or in violation of law.

Termination. The DuPage ETSB may terminate its access to the Agency's Talkgroups at any time by providing written notice to the Agency. The Agency may terminate the DuPage ETSB's access to Talkgroups at any time for any reason with or without written notice.

Indemnification.

(a) The DuPage ETSB shall, at all times, fully indemnify, hold harmless, and defend the Agency and their officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of use of Talkgroup by the DuPage ETSB and its employees, or because of any act or omission, neglect or misconduct of the DuPage ETSB, its employees and agents or its subcontractors including, but not limited to, any claims that may

be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the DuPage ETSB's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.). The foregoing obligation of the DuPage ETSB to indemnify shall not be limited by reason of insurance or immunity.

(b) Nothing contained herein shall be construed as prohibiting the Agency and their officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The DuPage ETSB shall likewise be liable for the costs, fees and expenses incurred in defense of any such claims, actions, or suits.

(c) The DuPage ETSB shall be liable for any damages incurred by Agency or its principals as a result of its errors, omissions or negligent acts.

Duty to Contract for Access, Costs. The DuPage ETSB shall contract with the applicable entity for access to the system on which the Talkgroup operates. The DuPage ETSB shall be solely responsible for all costs associated with its access to the Talkgroup. The DuPage ETSB shall be solely responsible for the acquisition of any equipment it requires to access Talkgroup.

Notices. 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:

If to the DuPage ETSB:
Linda Zerwin
Executive Director
421 N. County Farm Road
Wheaton, IL 60187

If to the Agency (Tri-Com):
Joe Schelstreet
Executive Director
3823 Karl Madsen
St. Charles, IL 60175

Covenant Not to Sue. In consideration of the Agency's grant of access to Talkgroups, the DuPage ETSB covenants and agrees that it 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 Agency, its Board of Directors, 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 and to the extent the action does not arise from grossly negligent or intentional acts of the Agency or of any vendor, contractor, or other entity providing services or products to State of Illinois Starcom21 in connection with the access to Talkgroups. In no event shall the Agency be liable to the DuPage ETSB for monetary damages for any reason whatsoever.

Representations. The DuPage ETSB represents that it has 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. Further, the DuPage

ETSB represents that the signatory of this agreement has the authority to bind the DuPage ETSB to all obligations herein contained.

Survival. The DuPage ETSB's obligations pursuant to the sections herein under the headings entitled "Covenant Not to Sue" or "Indemnification" shall survive the termination of this agreement.

Assignment. Neither the DuPage ETSB nor any of its personnel may assign or transfer any rights afforded to it under this agreement to any third party for any purpose without the express written permission of the Agency.

Venue. This agreement shall be subject to the laws of the State of Illinois. Venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this agreement shall be in the Circuit Court of Kane County, Illinois.

Severability. The terms of this agreement shall be severable. In the event any of the terms or provisions of this agreement are deemed to be void or otherwise enforceable for any reason, the remainder of this agreement shall remain in full force and effect.

Tri-Com Central Dispatch:

The DuPage ETSB:

By: _____
Board Chairman

By: _____

Name/Print: Greg Schwarze

Attest:

Title: ETSB Chair

Vice-Chair of the Board



ETSB PAC Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: ETS-R-0038-24

Agenda Date: 5/6/2024

Agenda #: 7.D.2.

RESOLUTION TO ADOPT THE TALKGROUP ACCESS AGREEMENT BETWEEN THE EMERGENCY
TELEPHONE SYSTEM BOARD OF DU PAGE COUNTY AND THE GRUNDY COUNTY
EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS, the DuPage County Emergency Telephone System Board ("DU PAGE ETSB") is an emergency telephone system board, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4 ("Act"); and

WHEREAS, the DU PAGE ETSB is authorized and empowered, pursuant to Section 15.4 (b) of the Act to plan, implement, upgrade, and maintain an Emergency 9-1-1 System for citizens of the County of DuPage and portions of Cook, Kane and Will counties; and

WHEREAS, a Talk group Access Agreement ("Agreement") has been negotiated between DU PAGE ETSB and the Grundy County Emergency Telephone System Board (Grundy Consolidated 911 Center) in accordance with the DU PAGE ETSB ordinance; and

WHEREAS, the talk groups and their uses have been agreed upon by the parties for use by DU PAGE ETSB DuPage Emergency Dispatch Interoperable Radio System (DEDIRS) member agencies; and

WHEREAS, the 9-1-1 System Coordinator recommends the DU PAGE ETS Board approve the Agreement as being in the best interest of DU PAGE ETSB and its DEDIRS member agencies to have access to the talk groups to effectively communicate with the Grundy County Emergency Telephone System Board.

NOW, THEREFORE BE IT RESOLVED, by the DU PAGE ETS Board that the attached Agreement between the DU PAGE ETSB and the Grundy County Emergency Telephone System Board is hereby accepted and approved this 8th day of May, 2024 at Wheaton, Illinois.

Enacted and approved this 8th day of May, 2024 at Wheaton, Illinois.

GREG SCHWARZE, CHAIR

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Grundy County

Emergency Telephone System Board

78 West Lowery Road, Morris, IL 60450 | Phone: (815) 942-0336 | Fax: (815) 942-0767



This Memorandum of Understanding (MOU) is an agreement between the Grundy County ETSB (Grundy Consolidated 911 Center) and the DuPage County ETSB allowing for the sharing of talkgroups on the Starcom 21 Radio Network (SC21). The purpose is to allow each party's respective agencies access to talkgroups for interoperating on the SC21 network.

Grundy Talk Group	TG Decimal ID	TG HEX ID	CKR	DuPage Talk Group	TG Decimal ID	TG HEX ID	CKR
GC_Fire 1				InterOp 1			
GC_Fire 2				InterOp 2			
GC POLICE 1				InterOp 3			
GC POLICE 2				InterOp 4			
GC LE 1				InterOp 5			
GC LE 2				InterOp 6			
GC_All Talk				InterOp 7			
GC_OPS 1				InterOp 8			
GC_OPS 2				InterOp 9 (Hailing)			
GC_OPS 3							
GC_OPS 4							
GC_OPS 5							
GC_OPS 6							
GC PAGING *							
*GC PAGING to be programmed as RX only.							

This consent is granted on April 25, 2024, and shall remain in effect until withdrawn by either ETSB.

DuPage County ETSB Representative

Name: Greg Schwarze, Chair

Signature: _____

Date: May 8, 2024

Grundy County ETSB Representative

Name: _____

Signature: _____

Date: _____



ETSB PAC Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: ETS-R-0039-24

Agenda Date: 5/6/2024

Agenda #: 7.D.3.

RESOLUTION TO ADOPT THE TALKGROUP ACCESS AGREEMENT BETWEEN THE EMERGENCY TELEPHONE SYSTEM BOARD OF DU PAGE COUNTY AND THE CITY OF ELGIN

WHEREAS, the DuPage County Emergency Telephone System Board ("DU PAGE ETSB") is an emergency telephone system board, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4 ("Act"); and

WHEREAS, the DU PAGE ETSB is authorized and empowered, pursuant to Section 15.4 (b) of the Act to plan, implement, upgrade, and maintain an Emergency 9-1-1 System for citizens of the County of DuPage and portions of Cook, Kane and Will counties; and

WHEREAS, a Talk group Access Agreement ("Agreement") has been negotiated between DU PAGE ETSB and the City of Elgin in accordance with the DU PAGE ETSB ordinance; and

WHEREAS, the talk groups and their uses have been agreed upon by the parties for use by DU PAGE ETSB DuPage Emergency Dispatch Interoperable Radio System (DEDIRS) member agencies; and

WHEREAS, the 9-1-1 System Coordinator recommends the DU PAGE ETS Board approve the Agreement as being in the best interest of DU PAGE ETSB and its DEDIRS member agencies to have access to the talk groups to effectively communicate with the City of Elgin.

NOW, THEREFORE BE IT RESOLVED, by the DU PAGE ETS Board that the attached Agreement between the DU PAGE ETSB and the City of Elgin is hereby accepted and approved this 8th day of May, 2024 at Wheaton, Illinois.

Enacted and approved this 8th day of May, 2024 at Wheaton, Illinois.

GREG SCHWARZE, CHAIR

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

TALKGROUP ACCESS AGREEMENT

This agreement is hereby made and entered into this 8th day of May, 2024 by and between the City of Elgin, Illinois, a municipal corporation (hereinafter referred to as "City") and, Emergency Telephone System Board of DuPage County (hereinafter referred to as "Agency").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby mutually acknowledged, the parties hereto hereby agree as follows:

Grant of Access. City hereby authorizes the Agency and only those personnel members whose names the Agency provides to the City to access the following (hereinafter referred to collectively as "Talkgroups"):

ELG CW OPS 1

ELG FD Main, ELG FD OPS 2, ELG FD OPS 3, ELG FD OPS 4

Scope of Use. Recognizing the need to control the use of these Talkgroups and in accordance with the State of Illinois Starcom21 policies and procedures, the Agency agrees to limit the use of the Talkgroups to Emergency Notifications (serious incidents, serious traffic crashes, and active fires), Coordination of Joint Operations and Mutual Aide Responses (Natural and Man-Made Disasters, Mass Casualty Incidents, Police, Fire, EMS, HAZMAT, Rescue Operations, and Training).

The Agency shall, at all times, ensure that its personnel utilize its access to Talkgroups in strict conformance with the provisions of this agreement, its application to the City, and such rules and policies as the City or its subordinate entities may from time to time establish. The Agency shall not permit its personnel to utilize the Agency's access to Talkgroups in any manner that exceeds this scope of use or in violation of law.

Termination. The Agency may terminate its access to Talkgroups at any time by providing written notice to the City. The City may terminate the Agency's access to Talkgroups at any time for any reason with or without written notice.

Indemnification.

(a) The Agency shall, at all times, fully indemnify, hold harmless, and defend the City and their officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of use of Talkgroup by the Agency and its employees, or because of any act or omission, neglect or misconduct of the Agency, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Agency's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.). The foregoing obligation of the Agency to indemnify shall not be limited by reason of insurance or immunity.

(b) Nothing contained herein shall be construed as prohibiting the City and their officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Agency shall likewise be liable for the costs, fees and expenses incurred in defense of any such claims, actions, or suits.

(c) The Agency shall be liable for any damages incurred as a result of its errors, omissions or negligent acts.

Duty to Contract for Access, Costs. The Agency shall contract with the applicable entity for access to the system on which the Talkgroup operates. The Agency shall be solely responsible for all costs associated with its access to the Talkgroup. The Agency shall be solely responsible for the acquisition of any equipment it requires to access Talkgroup.

Notices. 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:

If to the City:
Michael Bayard
Elgin Police Department
151 Douglas Avenue
Elgin, Illinois 60120

If to the Agency:
Linda Zerwin, Executive Director
DuPage County ETSB
421 N County Farm Road
Wheaton, IL 60187

Covenant Not to Sue. In consideration of the City's grant of access to Talkgroups, the Agency covenants and agrees that it 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 City, its council 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. In no event shall the City be liable to the Agency for monetary damages for any reason whatsoever.

Representations. The Agency represents that it has 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. Further, the Agency represents that the signatory of this agreement has the authority to bind the Agency to all obligations herein contained.

Survival. The Agency's obligations pursuant to the sections herein under the headings entitled "Indemnification" and "Covenant Not to Sue" shall survive the termination of this agreement.

Assignment. Neither the Agency nor any of its personnel may assign or transfer any rights afforded to it under this agreement to any third party for any purpose without the express written permission of the City.

Venue. This agreement shall be subject to the laws of the State of Illinois. Venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this agreement shall be in the Circuit Court of Kane County, Illinois.

Severability. The terms of this agreement shall be severable. In the event any of the terms or provisions of this agreement are deemed to be void or otherwise enforceable for any reason, the remainder of this agreement shall remain in full force and effect.

CITY OF ELGIN:

AGENCY:

By: _____
City Manager

By: _____

Name/Print: Greg Schwarze

Attest:

Title: ETSB Chair

City Clerk

F:\Legal Dept\Agreement\Talkgroup Access Agreement-1-5-15.docx