## **ITEM <u>RES 00-04255</u>**

## VILLAGE OF DOWNERS GROVE REPORT FOR THE VILLAGE COUNCIL MEETING SEPTEMBER 14, 2010 AGENDA

SUBJECT:	TYPE:		SUBMITTED BY:
Approval of Intergovernmental	✓	Resolution	
Agreement for Consolidation of		Ordinance	
Dispatch Services with the Village		Motion	Robert Porter
of Westmont		<b>Discussion Only</b>	Chief of Police

## **S**YNOPSIS

A resolution has been prepared authorizing the approval of an intergovernmental agreement (IGA) between the Village of Downers Grove and the Village of Westmont for the consolidation of communication centers. Under this agreement, the Village of Downers Grove would provide dispatching services for the Westmont Police and Fire Departments.

### STRATEGIC PLAN ALIGNMENT

The Five Year Plan and Goals for 2010-2014 identified *Exceptional Services and Communication* as a goal.

### **FISCAL IMPACT**

The Village currently spends approximately \$1.1 million to operate the Village Operation Center (VOC). The approval of the IGA would reduce the net annual operating expense for VOC to approximately \$800,000 for an annual savings of about \$300,000.

### RECOMMENDATION

Approval on the September 21<sup>st</sup>, 2010 consent agenda.

### BACKGROUND

The Village currently provides emergency dispatching, non-emergency phone answering and other related services for approximately 50,000 Village residents on a 24-hour per day basis from the VOC. The Village of Westmont provides similar services to approximately 27,000 Westmont residents from their Police Station. In March of this year, staff members from Westmont and Downers Grove began meeting to explore the idea of consolidating dispatch services for both communities. It became evident that Downers Grove had the capacity to provide dispatching services for the Westmont Police and Fire Departments. Under this concept, the Village Operations Center would go from serving a population of approximately 50,000 to serving a population of approximately 77,000. The Village of Westmont would be able to eliminate its dispatch center altogether and move its dispatching services will allow for operating efficiencies that reduce the total costs and reduce the total number of staff required for the services. The relationship of the annual calls for service to the number of staff members is consistent with other dispatch centers in DuPage County and meets industry standards. The consolidated VOC will allow for an enhancement to fire and EMS related dispatching services. This level of service is not currently provided by either individual dispatch center.

	Existing Downers Grove VOC	Existing Westmont Dispatch Center	Proposed Combined VOC
Annual Calls for Service	28,000	19,000	47,000
Staff	14	11	17
Annual Cost	\$1,100,000	\$860,000	\$1,330,000
			DG = \$800,000
			Westmont = \$530,000

The proposed IGA includes the following key terms:

- Downers Grove shall receive and dispatch Westmont police and fire 9-1-1 calls and monitor police and fire radio frequencies on a 24-hour per day basis, answer non-emergency phone calls from midnight to 7AM daily and provide related services.
- Downers Grove shall be responsible for providing all equipment necessary to provide the dispatching services.
- Downers Grove shall retain exclusive authority over the VOC and shall have sole discretion in determining the number of staff required for the operations.
- Westmont shall be responsible for all costs associated with transitioning to the consolidated VOC.
- Downers Grove shall pay for 60% of the total annual cost of VOC operations. Westmont shall pay for 40% of the total annual cost of VOC operations.

It is anticipated that this project will be completed in approximately seven months from the execution of the agreement. The Village of Westmont approved the IGA on September 7, 2010.

#### **RESOLUTION NO.**

#### INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND THE VILLAGE OF WESTMONT <u>FOR DISPATCH SERVICES</u>

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 AAgreement@, between the Village of Downers Grove (ADowners Grove@), and the Village of Westmont (AWestmont@), for dispatch 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

 $1\wp8\res.10\IGA-Dispatch-Westmont$ 

#### INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND THE VILLAGE OF WESTMONT <u>FOR DISPATCH SERVICES</u>

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_\_, 2010, by and among the Village of Downers Grove, an Illinois municipal corporation (hereinafter referred to as "Downers Grove"), and the Village of Westmont, an Illinois municipal corporation (hereinafter referred to as "Westmont"). Downers Grove and Westmont are herein jointly referred to as the "Parties".

#### WITNESSETH:

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, under said Constitutional provision, participating units of local government may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1, et seq.) authorizes units of local government to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, Downers Grove and Westmont are home rule units of local government; and

WHEREAS, the Parties currently provide police and fire dispatching services for their respective departments; and

WHEREAS, Downers Grove and Westmont have determined that there is a need for joint dispatching services to serve the need of the Parties; and

WHEREAS, it is the desire of the Parties to enter into this Agreement and for Downers Grove to provide dispatching services to Westmont for its police and fire departments.

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, it is agreed by and among the parties hereto as follows:

SECTION 1. Recitals Incorporated. The foregoing recitals shall be and are hereby adopted as findings of fact as if said recitals were fully set forth within this Section 1.

SECTION 2. Effective Date. This Agreement shall become effective on the date first written above, and shall remain in effect unless terminated in accordance with the provisions of this Agreement. Assuming the parties timely perform all transitional activities, including but not limited to the items included in Addendum B, hiring and training of personnel, and installation of required networks and software, the parties anticipate becoming operational under this Agreement within approximately seven to nine months from the Effective Date of this Agreement.

SECTION 3. Services. Downers Grove through its Village Operation Center (VOC) located at 825 Burlington Avenue, Downers Grove, IL shall provide, accept and answer all Westmont police department and fire department 9-1-1 calls in order to dispatch emergency services and monitor traffic on police and fire radio frequencies, maintain a log of all such communications, relay information received by such means to Westmont's respective personnel by means of voice/Zetron radio, alpha numeric paging, computer-aided dispatch (CAD) and mobile data communications, monitor communications from and between Westmont's respective on-duty personnel and relay messages as necessary, and accurately input and update calls for service information into the CAD system. Additionally, Downers Grove shall provide the following services:

- a. Maintain the GEO File (address locations); Rolodex (key holder information), and special contacts (cautions, medical alerts, etc.). Westmont shall be responsible for providing Downers Grove with all of the above information and shall be responsible for providing any and all updated information or new information to the VOC.
- b. Activate and test on a monthly basis the hazardous weather notification system. However, Westmont shall be solely responsible for all maintenance and equipment costs of its hazardous weather notification system;
- c. Dispatch any activated alarms received on Westmont's alarm board. Downers Grove will monitor, update, add and delete any alarms to Westmont's alarm board in accordance with any information provided by Westmont. Westmont shall be solely responsible for maintaining all alarm equipment, managing all maintenance agreements for alarm equipment, and for the invoicing of all alarm monitoring fees and false alarm fees;
- d. Monitor via CCTV the cameras located in the Westmont booking room, front police department lobby including the front doors, the garage/Sally port, and any other cameras mutually agreed to by the parties. In the event a dispatcher detects any incidents or suspicious activities via CCTV, said dispatcher shall immediately notify the Westmont on duty shift supervisor, and shall remotely activate the front door access locks to the lobby and/or activate the garage doors as necessary. Westmont will monitor all other Westmont cameras and will be responsible for maintaining all Westmont camera equipment and garage door equipment and for responding to all recording requests for all cameras.
- e. Timely provide recordings or copies of CAD, radio and telephone transmissions or other documents when requested either by Westmont, subpoena or FOIA, provided that all requests and required forms are promptly submitted to VOC. Emergency Telephone System Board ("ETSB") shall continue to be responsible for maintaining all recording equipment.
- f. Use reasonable efforts to answer in person all non-emergency calls during hours when the Westmont offices are closed to the public, including Public Works, utility and EMArelated calls and dispatching, and contact the appropriate agency of any emergency by phone, alpha numeric paging or other agreed upon methods. Westmont shall provide sixty (60) days notice of any change in their evening and weekend office hours. Any change of three (3) or more hours from the original office hours in Addendum A must be mutually agreed upon. A schedule of Westmont office hours is attached hereto and incorporated herein by reference as Addendum A.
- g. Operate the Law Enforcement Agency Data System (LEADS) including but not limited to entering all names, dates of birth, licenses, criminal histories, warrants, missing persons and lost or stolen property. The Downers Grove LEADS Agency Coordinator shall be responsible for all validations and for audits for both parties.

- h. Both parties will continue to pay for their share of costs required under the Intergovernmental Agreement between Clarendon Hills, Downers Grove, Oakbrook, Westmont, Hinsdale, Willow Springs and Tri-State Fire Protection District for the Fire Services Communications Network ("Repeater System").
- i. The parties agree during the term of this Agreement to continue operating under their existing radio frequencies and systems. Downers Grove will install and maintain all equipment necessary to operate on all existing radio frequencies and designated back-up radio frequencies located within the VOC. Neither party shall change their radio frequencies, except by mutual consent. All Starcom airtime costs will be the responsibility of each agency if applicable.
- j. In fulfilling the dispatching requirements of this Agreement, Downers Grove shall comply with all State and federal laws, rules, regulations, certifications and Westmont Fire Department accreditation standards. Downers Grove shall make reasonable attempts to comply with other applicable guidelines (e.g. ILEAS, MABAS, APCO, NFPA and other relevant emergency services communications guidelines).
- k. Each party shall have equal administrative access to information contained in the shared computer system pertaining to its community, and each party shall have the right to change records data on said shared computer system pertaining to its community.
- I. Downers Grove will provide one or more staffed consoles set up and dedicated to fire dispatching (i.e. alarm monitoring, radio monitoring, IFERN alert and weather warning.) Fire desk priorities include fire dispatch, fire unit availability monitoring, main fire frequency monitoring, IFERN monitoring, fire CAD monitoring, fire/trouble alarm monitoring, coordination with alarm contractors for testing/maintenance and other fire related activities. After these priorities have been covered the fire desk can assist in call taking and support of the police desk and vice versa.
- m. Dispatch procedures and priorities shall follow the existing Downers Grove training manual and policies which are incorporated into this Agreement by reference. These procedures will be amended to include Westmont policies, procedures and training. These procedures may be amended from time to time by mutual agreement of the parties.

SECTION 4. Equipment. Downers Grove shall be responsible for providing all equipment necessary to provide the dispatching services. Downers Grove shall be responsible for maintaining the equipment in a reasonable manner and shall provide appropriate primary back-up equipment in the event of a failure. Downers Grove may place a portion of its back up equipment at a Westmont facility and Westmont shall maintain the day-to-day operations of the equipment. Westmont shall be responsible for providing software and all reporting upgrades that are compatible with the dispatching equipment. All future upgrades to the dispatching equipment and software applications shall be the responsibility of Downers Grove.

<u>SECTION 5.</u> Personnel. Except as otherwise provided for in this Agreement, Downers Grove shall retain exclusive authority over the VOC. Downers Grove shall be responsible for hiring and training all VOC dispatchers. Downers Grove shall have sole discretion in determining the number of VOC dispatchers needed to be hired and needed at any given time in order to properly provide dispatching services. All VOC dispatchers shall be employees of the Village of Downers Grove. It is understood that Downers Grove shall hire additional dispatchers as a result of this Agreement. In performing such hiring, Downers Grove shall first recruit and interview existing full-time Westmont dispatchers who are interested in applying for this position and who meet Downers Grove standards of employment. If one or more dispatcher positions remain open after the recruitment of existing Westmont dispatchers, then Downers Grove can open its recruitment to the public.

A Westmont Police Department representative and a Westmont Fire Department representative shall be invited to participate in all oral interviews of dispatchers, and shall serve in a recommending capacity only in the hiring process. Westmont shall have no authority on final hiring decisions.

At all times that this Agreement remains in effect, Downers Grove shall maintain a minimum of three (3) on-duty VOC personnel.

Westmont personnel shall assist with training of all dispatchers regarding Westmont standards, procedures and information necessary for the performance of their duties as dispatchers.

SECTION 6. Dispatch Services Disruption or Failure. If dispatch services are disrupted or fail for any reason, Downers Grove shall notify Westmont of such disruption as soon as practicable and shall inform it of the nature of the disruption or failure, if known, as well as the expected length of time before dispatching services are restored. Downers Grove also shall notify Westmont as soon as dispatching services are restored. Westmont hereby waives and releases any and all claims or causes of action against Downers Grove for costs, fees, claims or expenses incurred by Westmont that arise out of or relate in any way to any such disruption or failure of dispatching services. Downers Grove commits to develop a contingency plan for complete loss (including backup) of VOC dispatching capabilities using alternative temporary means (e.g. portable radios, DuComm Radio channels, Nextel phones, or other means). Westmont shall offer assistance as necessary including but not limited equipment such as their mobile communications vehicle.

SECTION 7. No Obligation to Respond. Nothing in this Agreement is intended, and shall not be construed, to require Downers Grove to respond to calls or provide law enforcement or fire services or emergency medical services for events that occur in Westmont. Notwithstanding the foregoing, Downers Grove will render assistance in accordance with State statutes and all other mutual aid agreements currently in place. Nothing in this Agreement is intended, and shall not be construed, to require Westmont to respond to calls or provide law enforcement or fire services or emergency medical services for events that occur in Downers Grove. Notwithstanding the foregoing, Westmont will render assistance in accordance with State statutes and all other mutual aid agreements currently in place.

SECTION 8. Fees. Westmont hereby agrees to pay Downers Grove for all dispatching services provided by Downers Grove pursuant to this Agreement.

(a) <u>Westmont Cost of Transition</u>. Westmont shall be responsible for all transition costs associated with the consolidation as identified in Addendum B attached hereto and incorporated herein by reference.

(b) <u>Billing</u>. Downers Grove will submit to Westmont a preliminary budget for the upcoming operating year no later than November 1<sup>st</sup> of each year. On a monthly basis, Downers Grove will bill Westmont one twelfth of Westmont's share of the estimated annual operating costs of the VOC. Payment in full shall be due thirty days after invoicing. On a quarterly basis, Downers Grove will distribute detailed expense reports on the VOC operations to Westmont. On an annual basis Downers Grove will submit a final expense billing to Westmont by March 31<sup>st</sup>. Any surplus or shortage of funding shall be reconciled within 30 days of the final expense billing. Both parties agree to meet and resolve any

questions or concerns related to any billing or financial report contained in this section within thirty days of a request by either party. No payment related to any item under review shall be expected during the review process.

(c) <u>Annual Operating Costs</u>: The annual operating costs of the VOC shall be divided according to the following:

1) 60 percent of the operating costs of the VOC will be the responsibility of Downers Grove

2) 40 percent of the operating costs of the VOC will be the responsibility of Westmont

The operating costs of the VOC shall include the following items, and such additional items as may be mutually agreed to by the parties, which agreement shall not be unreasonably withheld:

Salaries Overtime Medical Insurance Payroll Taxes **Retirement Plan Contributions** Liability Insurance Worker's Compensation Unemployment Compensation Uniforms Office Supplies Dues and Subscriptions Training and Education Telephone Postage Office Equipment Computer Equipment/Amortization **Equipment Repair and Maintenance** Recruitment Costs Overhead Allocation

**SECTION 9.** Independent Contractor. The parties agree that Downers Grove shall be an independent contractor, and shall not be an employee, agent or servant of Westmont. The Parties shall each be solely responsible for any Workers' Compensation claims made by their respective employees, and shall each be solely responsible for all benefits, tax and benefit withholdings, insurance and other matters pertaining to their respective employees.

SECTION 10. Maintenance of Radio System. Downers Grove agrees to maintain the radio systems as they exist at the execution of this agreement. Westmont shall be responsible for procuring and maintaining, at its own cost, its mobile and portable radio equipment and repeaters for use by its personnel using the system and any required enhancements shall be Westmont's cost.

SECTION 11. VOC Liaisons. A VOC liaison group shall be established to discuss, from time to time, as needed universal operational rules, procedures and training for the provision of dispatch services provided to Westmont pursuant to this Agreement. The VOC liaison group shall be comprised of, at a minimum, at least one police department representative, one fire department representative and one IT representative from each community. Said group shall meet on a quarterly basis, unless otherwise agreed to by both Parties. Both Parties shall designate representatives to serve in this group. The parties shall perform an annual review of DuPage County's CAD system, radio frequencies and new technologies available. In addition, each party shall designate a representative who will address and coordinate day-to-day operational issues.

For fire dispatching, the VOC liaison group shall establish a clearly defined quality improvement process including direct feedback from a Deputy Fire Chief in each fire department directly to the VOC Manager or designee.

#### Complaint resolution:

- The Westmont Police or Fire supervisor can contact the on-duty VOC supervisor to discuss an immediate issue or request concerning a dispatcher or dispatch situation. If a VOC supervisor is not on duty, and there is an emergency/exigent need, the Westmont Police or Fire supervisor will direct his/her request to the on-duty Downers Grove Police supervisor. The Downers Grove Police supervisor may authorize contacting the off-duty VOC Manager if necessary.
- 2. If there is a citizen, officer, or department complaint on a dispatcher's performance in responding to a Westmont Police or Fire call, the complaint will be directed to a Westmont Police or Fire Deputy Chief, or in the absence of a Deputy Chief, the Police or Fire Chief, whichever is appropriate, for their review and consideration of forwarding the complaint to the VOC Manager for review or further action. The complaint and the Westmont Deputy Chief's or Chief's review will be forwarded to the VOC Manager in writing, if appropriate.
- 3. The final disposition of any complaint received and reviewed by the VOC Manager will be forwarded to the appropriate Westmont Deputy Chief.
- It is expected that the majority of interaction and communications between departments will begin at the liaison level, and then proceed up the chain of command when necessary.
- 5. Complaints or concerns from Downers Grove personnel involving a Westmont employee's actions or performance will be directed to the VOC manager or their designee and forwarded to the appropriate Westmont Fire or Police liaison for follow-up. The final disposition of any complaint/concern received and reviewed by the Westmont Fire or Police liaison will be forwarded to the VOC Manager.

**SECTION 12.** Hold Harmless and Indemnification. Westmont shall, and agrees to, indemnify Downers Grove and its elected and appointed officials, attorneys, employees, and hold them harmless from any claim, injury, or loss, no matter how sustained allegedly, arising out of or related in any way to the provision of emergency police and fire services by Westmont, the use of, the misuse of, or the disruption or failure of dispatching services pursuant to this Agreement.

Downers Grove shall, and agrees to, indemnify Westmont and its elected and appointed officials, attorneys, employees and agents, and hold them harmless from any claim, injury, or loss, no matter how sustained allegedly, arising out of or related in any way to the obligations of Downers Grove under this Agreement, including but not limited to, the providing of police and fire dispatching services.

**SECTION 13. Termination.** Either party may terminate this Agreement by providing at least three hundred sixty five (365) days written notice to the other Party. Additionally, Downers Grove may terminate this Agreement upon Westmont's failure to make the required payments pursuant to Section 8 of this Agreement within thirty (30) days after written notice to Westmont of the overdue amount, and either party may terminate this Agreement upon default of this Agreement by the other party after notice is provided with a time to cure as set forth in Section 18 hereof.

SECTION 14. Notices. Written notices required pursuant to this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

Downers Grove:

Village Manager 801 Burlington Avenue Downers Grove, IL 60515

With a copy to:

Village Attorney 801 Burlington Avenue Downers Grove, IL 60515

Westmont:

Village Manager 31 Quincy Street Westmont, IL 60559

With Copies to:

Westmont Police Chief Westmont Police Station 500 North Cass Avenue Westmont, IL 60559

Westmont Fire Chief Westmont Fire Station 6015 South Cass Avenue Westmont, IL 60559

SECTION 15. Entire Agreement. The Agreement contains the entire agreement of the parties relating to the subject matter hereof, and except as provided herein, may not be modified or amended except by written agreement of the Parties.

SECTION 16. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Illinois, and venue shall be in the County of DuPage.

SECTION 17. Severability. If any part of this Agreement shall be held invalid for any reason, the remainder of this agreement shall remain valid to the maximum extent possible.

**SECTION 18.** Default. In the event of a default by a party of any term, provision or obligation of this Agreement, the non-defaulting party shall serve written notice of the default, specifying the nature thereof, to the defaulting party. The defaulting party shall have thirty (30) days after its receipt of such notice to cure said default, or it shall be in breach of this Agreement.

SECTION 19. No Power to Bind. By entering into this Agreement, neither party shall have the right to bind or obligate the other party, by contract or otherwise, except as may be expressly set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date herein above written.

VILLAGE OF WESTMONT Village Manager

zymski ime

VILLAGE OF DOWNERS GROVE

Village Manager

ATTEST:

Village Clerk

Village Clerk



# ADDENDUM A: Westmont Police Hours of Operation (Section 3(f))

The proposed office hours of the Westmont Police Department are:

7 days a week 7:00 a.m. to Midnight

Downers Grove will answer Westmont's Administrative phone calls and make notifications outlined in Section 3(f) for a total of forty nine (49) hours per week from Midnight to 7 a.m. seven (7) days a week.

## ADDENDUM B: Outline of Costs of Transition (Section 8 Fees)

Addendum B/Transition Items				
CAD License Upgrade for Multi-Jurisdictional				
Crimes License Upgrade for Multi-Jurisdictional				
H.T.E. cost for install and travel				
Add console to DG dispatch center, to include central electronics, and upgrades to other four dispatch positions				
Two desktop computers for fifth dispatch position				
Zetron 6/26 console cabinet and miscellaneous hardware (M26 to be provided by Westmont). Stand alone back-up radio with antenna system				
Installation and configuration of dispatch equipment (labor)				
Wireless primary CAD data connection between DG and Westmont				
Routers and programming to interconnect networks.				
Sunguard / HTE Training				
Migrate MDB, Field Reporting To AS400				
XO 3meg Data Circuit Costs - Annual Cost				
Westmont PD Building Security: Automated door access, security cameras, and hook-up to DG for viewing.				
Moving of Westmont alarm system to DG by Norcomm				
Multiplexing using channel banks (muxing equipment and labor)				
Extending of phone system from Westmont to DG				

## ADDENDUM C: 2011 Operating Budget Estimates

VOC Budgeted for 2011	\$1,148,428	
Village of Downers Grove Operating Budget	\$1,148,428	
Downers Grove Costs not related to Consolidation	(\$27,390)	
Base Consolidation Costs	\$1,121,038	
Incremental Cost with Consolidation		
Additional Personnel (weighted)	\$196,777	
Increase in CAD Maintenance due to consolidation	\$2,350	
Other Operating Expenses	\$7,000	
Total Incremental Costs	\$206,127	
Overall Cost with Consolidation	\$1,327,165	
Westmont Cost at 40% of the Total	\$530,866.00	
Downers Grove Cost at 60% of the Total	\$796,299.00	

Current Cost to Operate VOC and Additional Costs for Consolidation