

INTERGOVERNMENTAL AGREEMENT
between the
WESCOM (WESTERN WILL COUNTY COMMUNICATION
CENTER)
and
CITY OF NAPERVILLE

This intergovernmental agreement is entered into between the Western Will County Communications Center (WESCOM) and the City of Naperville; City of Naperville desires to enter into an agreement to allow for radio communications between WESCOM agencies and the City of Naperville on the STARCOM21 Trunked Radio System and the City of Naperville's 800 mHz, P-25 radio system.

AUTHORITY:

This agreement is entered into by the parties pursuant to the provisions of the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).

TERMS:

This agreement shall commence upon final signature and will continue unless cancelled by either party at any time by providing written notice to the other.

1. PARTICIPATION

- 1.1 Commencement Date: Participation under the terms expressed in this agreement commences only upon the signed agreement of all parties involved.
- 1.2 Term: Participation shall continue in perpetuity, or at until such time as either WESCOM or the City of Naperville withdraw from the terms of the agreement.
- 1.3 Withdrawal: Participants may elect to withdraw from further participation. The withdrawal shall be effective 180 days after the postmark on the Notice of Termination sent by registered or certified mail to the chief executive officer of the non-withdrawing participating entity.

2. EQUIPMENT AND STANDARDS

- 2.1 It is the responsibility of each party to ensure that equipment used is compatible between WESCOM Agencies and the City of Naperville on the STARCOM21 Trunked Radio System and the City of Naperville's 800 mHz, P-25 radio system.

- 2.2 WESCOM owns conventional VHF repeaters and will allow for radio communications between WESCOM Agencies and the City of Naperville users on WESCOM-owned conventional VHF repeaters.
- 2.3 WESCOM and the City of Naperville agree to establish a predefined radio interoperability plan between WESCOM Agencies and the City of Naperville.
- 2.4 WESCOM and the City of Naperville will establish a list of STARCOM21 User IDs (UIDs) and Aliases used by WESCOM, its member agencies, and the City of Naperville for the purposes of interoperability and accountability.
- 2.5 Both parties agree to use their best efforts to facilitate radio interoperability between WESCOM Agencies and the City of Naperville.

3. Terms of Service

- 3.1.1 The City of Naperville agrees to abide by FCC and other applicable rules and standards regulating the use of public safety communications.
- 3.1.2 The City of Naperville agrees to abide by the policies and procedures established by the WESCOM Executive Director.
- 3.1.3 The City of Naperville understands and agrees that priority status on the system is delegated to public safety entities. Therefore, temporary service interruptions due to system queuing may be experienced during periods of system saturation due to priority traffic.
- 3.1.4 WESCOM and the City of Naperville will be held responsible for the proper and intended use of the radio talkgroups and conventional channels, which are described in Appendix "A" and "B".
- 3.1.5 Both parties agree that for all Conventional Frequencies, this agreement can and does comport with FCC Rules, 47 CFR 90.179 - Shared use of radio stations.
- 3.1.6 WESCOM and the City of Naperville makes no representations or warranties regarding the functionality of the radio systems and neither parties expects any consideration for the use of the talkgroups on STARCOM21, WESCOM-owned repeaters, or the City of Naperville's 800 mHz radio system.

4. **INTERRUPTION OF SERVICE**

Neither party assumes liability for damages caused by an interruption or suspension of services which prohibits the either party from receiving or sending communications via STARCOM21 Trunked Radio System and the City of Naperville's 800 mHz, P-25 radio system or for the use of VHF repeaters.

5. **CIVIL LIABILITY**

The City of Naperville hereby agrees to indemnify and hold harmless WESCOM from any and all claims and litigation alleging damage to property, personal injuries, death, or other legal claim resulting from the activities undertaken by the City of Naperville under the terms of this agreement. WESCOM agrees to indemnify and hold harmless City of Naperville from any and all claims and litigation alleging damage to property, personal injuries, death, or other legal claim resulting from the activities undertaken by the WESCOM under the terms of this agreement.

6. **A PUBLIC CONTRACT**

The participants agree and understand that certain federal and Illinois statutory and administrative requirements may apply to this intergovernmental agreement. The participants agree that any and all applicable provisions relating to public contracts are intended to be and are hereby incorporated by reference. Each party will provide, upon written request by the other, written certification of compliance with any statutory or administrative requirement applicable to this agreement. Any certifications so issued by any party shall be deemed part of this agreement.

7. **AGREEMENT**

The parties hereto have caused this interagency agreement to be executed on this day and year as set forth below.

CITY OF NAPERVILLE

WESCOM

Name

Name

Title

Title

Date

Date

Appendix A

TG ID	WESCOM Fire
33946	Fire 1 (North)
33947	FD Ops 11
33948	FD Ops12
33949	FD Ops13
33950	Fire 2 (South)
33951	FD Ops21
33952	FD Ops22
33953	FD Ops23
33954	Fire 3 (Bolingbrook)
33955	FD Ops31
33956	FD Ops32
33957	FD Ops33

TG ID	WESCOM Police
33901	Police 1
33902	PD Tac11
33903	PD Tac12
33904	PD Tac13
33911	Police 2
33912	PD Tac21
33913	PD Tac22
1001	Police 3
1002	PD Tac31
1005	PD Tac32
33931	Police 5
33932	PD Tac51
33933	PD Tac52

TG	WESCOM RAPDER & EVENT
33941	WM RAPDER IC
33942	WM PARDER STG
33943	WM RAPDER TAC
33944	WM PARDER PER
33945	WM RAPDER TRAF
33938	WM EVENT 1
33939	WM EVENT 2
33940	WM EVENT 3

Appendix A Continued

TG	MABAS DIVISION 15
2961	M15-IC
2962	M15-OPS1
2963	M15-OPS2
2964	M15-TAC1
2965	M15-TAC2
2966	M15-EVNT1
2967	M15-EVNT2
2968	M15-HAZMAT
2969	M15-TECH
2970	M15-WATER

Name	Rx Freq	Tx Freq	Band plan	Rx Nac Dec	Tx Nac Dec
WM_WesTac80	854.6625	809.6625	2.5 kHz / 12.5 kHz	1106	1106
WM_WesTac80T	854.6625	854.6625	2.5 kHz / 12.5 kHz	1106	1106
WM_WesTac81	854.8875	809.8875	2.5 kHz / 12.5 kHz	1106	1106
WM_WesTac81T	854.8875	854.8875	2.5 kHz / 12.5 kHz	1106	1106
WM_WesTac82	855.6125	810.6125	2.5 kHz / 12.5 kHz	1106	1106
WM_WesTac82T	855.6125	855.6125	2.5 kHz / 12.5 kHz	1106	1106
WM_WesTac83	858.6625	813.6625	2.5 kHz / 12.5 kHz	1106	1106
WM_WesTac83T	858.6625	858.6625	2.5 kHz / 12.5 kHz	1106	1106
WM_WesTac84	858.8125	813.8125	2.5 kHz / 12.5 kHz	1106	1106
WM_WesTac84T	858.8125	858.8125	2.5 kHz / 12.5 kHz	1106	1106
WM_WesTac85	859.3625	814.3625	2.5 kHz / 12.5 kHz	1106	1106

Appendix B

The City of Naperville will provide access to the following talk groups.

Talk Group	Agency	Use
PD-1 & PD - 2	Naperville Police	Primary/Backup Channel
FD-1 & FD 2	Naperville Fire	Primary/Backup Channel
INC 2 – INC 14	Naperville Police and Fire	Critical Incidents/Special Events
FG-1 & FG-2	Naperville Fire	Fire Ground Primary/Backup Channel