



LAKE COUNTY FOREST PRESERVES
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Preservation, Restoration, Education and Recreation

DATE: May 2, 2016

MEMO TO: S. Michael Rummel, Chair
Finance and Administrative Committee

FROM: John Tannahill
Director of Public Safety

RECOMMENDATION: Recommend Approval of a Resolution approving a Memorandum of Understanding with the Interoperability Council of Lake County for Sharing Radio Frequencies During Emergency Situations.

STRATEGIC DIRECTIONS SUPPORTED: Leadership and Organizational Sustainability

FINANCIAL DATA: The sharing of radio frequencies will have no financial impact for the District.

BACKGROUND: The District cooperates with Lake County to provide emergency communications for the Ranger Police and Sheriff's Department. Lake County and the District are in the process of transferring from a proprietary radio system to the Starcom21 statewide interoperability radio system. This system allows fire and police departments to communicate with each other through predesigned talk groups for emergency and critical incident purposes.

The Interoperability Council of Lake County has been authorized by the Lake County Emergency Management Agency to coordinate use of the Starcom21 system by participating agencies in Lake County. To use the Starcom21 system, the District must enter into a memorandum of understanding with the Interoperability Council of Lake County. This memorandum of understanding establishes standards that each member of the Interoperability Council of Lake County must meet when sharing frequencies and operating radio equipment on other agencies' frequencies during emergency situations.

REASON FOR RECOMMENDATION: Committee recommendation and Board approval are required in accordance with District policy.

REVIEW BY OTHERS: Chief Operations Officer, Finance Director, Public Safety Director, Corporate Counsel.

PRESENTER: John Tannahill

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH
THE INTEROPERABILITY COUNCIL OF LAKE COUNTY**

WHEREAS, the Lake County Forest Preserve District (the “District”) has purchased and will operate radio communications equipment necessary for it, along with other police and fire agencies located within Lake County, to use the Illinois Starcom21 trunked radio system; and

WHEREAS, the Lake County Emergency Management Agency has authorized the Interoperability Council of Lake County to coordinate the operation and use of the Starcom21 system by participating police and fire agencies; and

WHEREAS, the District desires to use the Starcom21 system; and

WHEREAS, to use the Starcom21 system, the District must enter into a memorandum of understanding with the Interoperability Council of Lake County; and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, units of local government may contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., any power, privilege, function, or authority exercised by a public agency may be exercised, combined, transferred, and enjoyed jointly with any other public agency to the extent not prohibited by law; and

WHEREAS, it is in the best interest of the District to enter into the memorandum of understanding with the Lake County Interoperability Council in substantially the form attached hereto (the “Memorandum of Understanding”);

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois, THAT:

Section 1: Recitals. The recitals set forth above are incorporated as part of this Resolution by this reference.

Section 2: Approval Memorandum of Understanding. The Memorandum of Understanding is hereby approved in substantially the form attached hereto as Exhibit A.

Section 3: Execution of Memorandum of Understanding. The President and Secretary of the District are hereby authorized and directed to execute the Memorandum of Understanding in substantially the form attached hereto.

Section 4: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this _____ day of _____, 2016.

AYES:

NAYS:

APPROVED this ____ day of _____, 2016.

Ann B. Maine, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____



Memorandum of Understanding

BETWEEN

Interoperable Communications Council of Lake County,
Under the Authority of the Lake County Emergency Management Agency

AND

Concurring Local Government Public Agencies or Non-Governmental Organizations

FOR

AUTHORIZATION TO OPERATE RADIO COMMUNICATIONS EQUIPMENT ON CERTAIN STARCOM21 TRUNKED SYSTEM
TALKGROUPS IN OR AROUND LAKE COUNTY, ILLINOIS

PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to provide radio interoperability between agencies served by the Interoperable Communications Council of Lake County (ICCLC) by setting forth parameters for the operation of radio communications equipment on agency-specific STARCOM21 trunked system talkgroups as defined in the STARCOM21-Lake County Trunked System Fleetmap.

SCOPE

This shall be a standardized MOU between and among the ICCLC and each concurring AGENCY. The MOU in aggregate shall be treated as a single authorization document and any agency that concurs with this agreement, hereinafter referred to as "SIGNATORY", shall be deemed to have identical authorization to operate radio communications equipment on designated STARCOM21 talkgroups of another SIGNATORY, provided that such operation shall be in accordance with the parameters established in this MOU.

The ICCLC shall be the central repository of this Memorandum of Understanding and shall maintain and distribute a list of SIGNATORIES to the parties identified on the concurrence page of this MOU.

RECITALS

WHEREAS, the AGENCY has purchased and installed radio communications equipment for use on the Illinois STARCOM21 P-25 trunked radio system and/or has licensed that equipment for use under Part 90, Title 47 of the CFR Et Seq.; and

WHEREAS, the AGENCY intends to utilize the Lake County Site Illinois STARCOM21 P-25 trunked radio system and Lake County fleetmap; and

WHEREAS, the ICCLC and the AGENCY have determined that the ability to provide or enhance interoperable communications is critical to the effective and efficient provision of public safety and general governmental services; and

WHEREAS, it has been determined that the ICCLC is a coordinating agency in the assignment and operations of communications on the Lake County STARCOM21 fleetmap; and

WHEREAS, it has been determined that the ICCLC shall provide governance and coordination in the operation and use of the STARCOM21 system Lake County fleetmap by Lake County agencies, within Lake County for both operable and interoperable communications;

NOW THEREFORE, in conjunction with the mutual covenants, promises and representations contained herein, the parties hereto jointly agree to the following responsibilities and policies:

DEFINITIONS

COMC – Communications Coordinator

COML – Communications Unit Leader

Emergency – Any event that occurs which is of an urgent nature requiring immediate intervention or response.

FCC – The Federal Communications Commission; the authorized licensing authority for radio licensing of non-US governmental radio frequencies in the United States.

Fleetmap – A structured list of trunked system talkgroups that provides information on talkgroup name, assignment, identification, configuration, usage and encryption method(s).

FOG – Tactical Interoperable Communications Field Operations Guide.

Frequency or Radio Frequency – The frequency of radio waves transmitted by a specific radio transmitter.

License – A valid license granted by the Federal Communications Commission authorizing the licensee to operate radio communications equipment on a specified frequency or frequencies.

Mutual Aid – The response by one or more agencies across jurisdictional boundaries for the purposes of lending assistance to an agency.

Non-emergency – Any event that occurs which does not require immediate intervention or response such as planned events

Public Safety Agency – An agency whose primary goal is the welfare and protection of the general public. For the purposes of this MOU, Public Safety Agencies include Law Enforcement, Fire Service, Emergency Medical Services, Public Safety Communications and Emergency Management Agencies.

Public Service Agency – A public or quasi-public agency whose primary goal is to provide essential services or goods to the general public. For the purposes of this MOU, Public Service Agencies include, but are not limited to Facilities and Land Management, Highway Departments or Departments of Transportation, Hospitals and Medical Centers, Public Health, Public Works, Public Utilities and Transportation Services.

Routine – Any type of day-to-day operation.

TICP – Tactical Interoperable Communications Plan. Developed by the Council to as a guide for the implementation of interoperable communications by and amongst agencies participating in emergency incidents or planned events in Lake County. The TICP meets the standards and requirements set forth in the Illinois Statewide Communications Interoperability Plan (SCIP) and is in compliance with the goals of the National Emergency Communications Plan (NECP).

Trunked Radio System Administrator – That individual or other designated staff member that is responsible for the operation, administration and management of a trunked radio system. The STARCOM21 radio system administrator would be the STARCOM21 Oversight Committee.

GENERALLY

The AGENCY shall incorporate the STARCOM21 operational policies established by the ICCLC into its communications policy and procedures.

The AGENCY shall maintain a current copy of the ICCLC Tactical Interoperable Communications Plan (TICP) and Field Operations Guide (FOG) in printed or electronic copy available to all operational personnel, including communications center staff.

OPERATION OF RADIO EQUIPMENT

The AGENCY hereby authorizes any other SIGNATORY to operate or cause to be operated, fixed, mobile or portable radio communications equipment on the AGENCY assigned STARCOM21 Lake County fleetmap talkgroups listed in the attached schedule of talkgroups, which may be amended from time to time without affecting this agreement, under the following circumstances:

- 1) During the initial notification and subsequent local coordination of an emergency requiring interoperable communications between the AGENCY and another SIGNATORY; or
- 2) During mutual aid responses where the use of the AGENCY's talkgroups are coordinated by a COMC or COML of the ICCLC, Lake County EMA or the AGENCY; or
- 3) For the purposes of providing situational awareness by public safety personnel of incidents, criminal activity or other situations occurring within Lake County that may affect the operation, safety or welfare of other jurisdictions or personnel; or
- 4) At other times when official Agency to Agency communications are warranted.

Notwithstanding the above:

- 1) Except where specifically authorized, operation of radio equipment on public safety dispatch talkgroups shall be limited to public safety agencies; and
- 2) Encryption keys for public safety talkgroups shall not be provided for non-public safety radio equipment without written authorization of the ICCLC upon recommendation of the Policy Committee and Encryption Subcommittee.

RIGHT OF REFUSAL

If any operation under this Agreement is deemed to be detrimental to the safe and efficient operation of the AGENCY's normal radio communications, that AGENCY has the right to demand that further use of the talkgroup be discontinued for that specific incident or event. Upon receipt of a request to discontinue use of an AGENCY's talkgroup, the Incident Commander, COMC, COML or other Communications Unit designee shall immediately arrange to move any such radio traffic to an alternate talkgroup or radio channel.

AMENDMENTS

This MOU may be revised from time to time by written amendment.

TERM

The initial term of this MOU is for five (5) years and shall commence immediately upon execution of this MOU. The MOU shall automatically renew each successive five-year period unless terminated according to the provisions of this MOU.

TERMINATION

This MOU may be terminated by any signatory by either party, with or without cause, upon 90 days written notice, provided that any and all current obligations have been met prior to the date of dissolution of this Agreement. The termination of this MOU shall not affect the validity or duration of projects under this MOU that are initiated prior to such termination. Except where this MOU is terminated by the ICCLC, termination by a signatory shall not invalidate the MOU between the ICCLC and the remaining signatories.

NOTICES

Any termination notice given pursuant to the terms of this Memorandum of Understanding shall be in writing and delivered by Certified Mail, Return Receipt Requested to the authorized agent of the other party as identified on the signature page of this document.

ENTIRE AGREEMENT

This MOU, its Amendments and any Attachments attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between the ICCLC and the AGENCY concerning the operation of radio communications equipment by one AGENCY on the talkgroup(s) assigned to another AGENCY. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this MOU shall be binding upon the ICCLC or AGENCY unless agreed to in writing and signed by both parties.

This MOU shall not apply to any AGENCY operating radio communications equipment on a recognized statewide or national interoperability talkgroup/channel or any other radio channel where that AGENCY already holds a valid license granted by the FCC to operate radio communications equipment on that channel, nor does this MOU supersede or otherwise alter any other Memorandum of Agreement, Memorandum of Understanding, Intergovernmental Agreement or any other written authorization executed between AGENCIES that provides for the operation of radio communications equipment by one AGENCY on a radio talkgroup/channel of another AGENCY.

By way of signature, agency representatives agree to the terms and conditions set forth in this Memorandum of Understanding.

By:  _____
Name and Title
Interoperable Communications Council of Lake County

Date: October 22, 2015

By: _____
Name and Title

(AGENCY)

Date: _____