

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE CITY OF JOLIET AND THE KANKAKEE COUNTY**  
**EMERGENCY TELEPHONE BOARD REGARDING THE**  
**ESTABLISHMENT OF COMMUNICATION INTEROPERABILITY AND**  
**SECURE TALK GROUPS**

This Memorandum of Understanding (hereinafter, "MOU") is made by and between the City of Joliet, Illinois, an Illinois Municipal Corporation, (hereinafter, "Joliet") and the Kankakee County Emergency Telephone Board, a body corporate and politic, (hereinafter, "KanComm"), collectively referred to as the "Parties" herein, and is an Memorandum of Understanding for the establishment of communication interoperability and secure talk groups, as described herein.

**WHEREAS**, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise 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 by ordinance; and

**WHEREAS**, the City of Joliet and KanComm are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

**WHEREAS**, the City of Joliet seeks to partner with KanComm to share talk groups; and

**WHEREAS**, it is necessary and appropriate for the City of Joliet and KanComm to enter into a Memorandum of Understanding (MOU) regarding the policies and procedures for this program; and

**WHEREAS**, the Tri-County Auto Theft Taskforce, (hereinafter, "TCAT") operates in Will, Kankakee, Grundy and Iroquois county. The Joliet Police Department, (hereinafter, "JPD") is the administrative agency having direct fiduciary oversight for TCAT. The current public safety communications environment has reinforced the need for agencies to work together to establish communication interoperability and mutual aid plans that cross over jurisdictional boundaries, and to remedy the intra-discipline communication void, JPD and KanComm have worked together to develop an improved interoperability solution as outlined in this MOU.

**NOW THEREFORE**, in consideration of the mutual promises, obligations and undertakings set forth herein, the Parties **AGREE AS FOLLOWS:**

The Parties agree that the solution allows for the sharing of clear and secure talk groups on the Starcom 21 radio Network (SC21), which includes the sharing of encryption materials. The purpose is to allow each Parties respective agencies to access the other's talk groups for interoperability on the SC21 Network. This MOU does not include any entities that have a dispatch agreement with KanComm.

The Parties agree that TCAT will provide JPD and KanComm radio call signs, or identifiers, for all members of the taskforce for the purpose of interoperability and accountability. This MOU is restricted to these talk groups specifically within the operating parameters of the TCAT radio group and not to be used outside of the TCAT organization without the expressed and written permission of JPD and KanComm.

JPD agrees to share the following talk groups with KanComm, and KanComm agrees to share the following talk groups with JPD:

<b>Agency Talk Group</b>	<b>TG ID (Decimal)</b>	<b>CKR / Format (Decimal)</b>	<b>Agenc y Talk Group</b>	<b>TG ID (Decimal)</b>	<b>CKR / Format (Decimal)</b>
JC_PD EAST	3201	34 / ADP	K3_City PD	34927	2370 /AES256
JC_PD CENTAL	3202	34 / ADP	K3_Brad PD	34928	2370 / AES256
JC_PD WEST	3203	34 / ADP	K3_Bour PD	34929	2370 / AES256
JC_TCAT1	3300	34 / ADP	K3_Co PD 1	34930	2370 / AES256
			K3_Co PD 2	34931	2370 / AES256
			K3_PD Tac 1	34933	2370 / AES256
			K3_PD Tac 2	34934	2370 / AES256
			K3_PD Tac 3	34935	2370 / AES256
			K3_PD Tac 4	34936	2370 / AES256
			K3_PD Tac 5	34937	2370 / AES256
			K3_PD Tac 6	34938	2370 / AES256

The Parties agree that upon execution of this MOU these shared talk groups will be available for use. The use of these talk groups will follow standard operating procedures from each department. Communication Supervisors from each department along with TCAT supervisors will be responsible for the daily operations and routine use of talk groups of their respective department, as well as the procedures regarding special incidents.

The Parties agree that should any problems arise from the sharing of these talk groups, the communications personnel of the respective departments should be contacted immediately and the situation documented. If the problem is not resolved, the situation should be forwarded up the chain of command of the respective department for resolution.

JPD makes no representations or warranties regarding the functionality of the radio system and expects no consideration for the use of talk groups on Starcom21 or JPD owned repeaters.

Any further modifications to this MOU shall be in writing and included as an appendix to this document.

The Parties reserve the right to terminate this MOU at any time, for any reason. This MOU will terminate thirty (30) days from the date of written notice. Modifications or termination of this MOU shall be in writing with proper signature authority from the respective department(s) as applicable. If this MOU is cancelled/terminated, both JPD and KanComm must certify in writing to the other party that talk groups previously authorized for use have been removed from all radios within thirty (30) days of the cancellation/termination of this MOU.

All notices pursuant to this MOU shall be sent via regular first-class U.S. mail and via email to the following:

If to City of Joliet:

City of Joliet Police Department  
150 W. Washington St.  
Joliet, Illinois 60432  
Attention: Chief William Evans  
Email: [wevans@joliet.gov](mailto:wevans@joliet.gov)

With a copy to:

City of Joliet Legal Department  
150 W. Jefferson St.  
Joliet, Illinois 60432  
Attention: Corporation Counsel  
Email: [Legal@joliet.gov](mailto:Legal@joliet.gov)

The Parties may amend the address and email information above by sending notice thereof to the other party.

The Parties shall routinely inform the other of the name and contact information of its Authorized Representative established in accordance with this MOU.

This MOU shall remain in effect for a period of three (3) years from the date of its execution and shall renew automatically for subsequent periods of one (1) year with no further action from the Parties unless sooner terminated under the provisions of this MOU.

No Indemnification: Each Party shall assume sole responsibility for insuring and/or indemnifying its own employees and shall provide for its own defense in any action or dispute that arises in connection with, or as the result of this MOU. Neither Party shall be required to indemnify the other or hold the other Party harmless from any claim(s), damages, losses, or liabilities incurred in providing or not providing access to the talk groups on the Starcom 21 radio Network. Each Party shall be solely responsible for its own acts and omissions, and the actions or omissions of its officers, employees, and agents. Each Party shall bear its own liability and shall handle the defense of any claims incurred in providing or not providing access to the talk groups on the Starcom 21 radio Network pursuant to this MOU. This MOU creates no rights or claims for any third party. Neither Party waives any defenses available to it under state or federal law.

Insurance: Each Party participating under the terms of this MOU shall procure and maintain, at its sole and exclusive expense, insurance coverage which covers itself, its personnel and equipment and liability for its participation in this MOU.

Severability: Should any portion, section, or subsection of this MOU be held to be invalid by a court of competent jurisdiction, the remaining portions of this MOU shall remain in effect without regard to the invalidated section, portion, or subsection.

Modification: Modifications to this MOU must be made in writing and executed by each of the Parties authorized representatives before such modifications become effective.

IN WITNESS WHEREOF, this Memorandum of Understanding has been duly executed by the following parties:

CITY OF JOLIET

KANKAKEE COUNTY EMERGENCY  
TELEPHONE BOARD

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_