mediation, the number of issues in dispute actually expanded due to a mediator's urging that Sprint Nextel challenge more of the incumbent's line items, more than doubling the amount of disputed issues that originally separated the parties. Allegations regarding duplication of work by two outside vendors, legal costs, time spent in preparing estimates, and much more are debated again and again, ironically by parties of which only one, the incumbent, has actually experienced the challenges of preparing to reband a public safety radio system.

It is at this stage that the issue regarding burden of proof is aired. Sprint Nextel's consistent position is that the incumbent does not meet their burden of proof unless Sprint Nextel agrees to the estimates. Until that event, Sprint Nextel alleges that the incumbent statements are without sufficient foundation, even though Sprint Nextel provides nothing in support of their position other than economic incredulity. The number of times that incumbents must view counteroffers from Sprint Nextel that are without any explanation is too numerous to illustrate sufficiently. Rather, Sprint Nextel claims simply "that's too high" and gives no explanation for its assertion. Whereas the incumbent may show to Sprint Nextel the exact nature of its calculations, Sprint Nextel's focus has been often on the ultimate cost of a particular task, without any explanation as to why it believes that an estimated cost is beyond reasonableness.

Nor do the Transition Administrator's published average costs serve to guide the process. For example, the City of Boston's PFA included no internal personnel costs. This is obviously an error as Boston personnel were quite involved in the planning stage. However, the Transition Administrator's duties do not involve questioning when PFAs are obviously in error in Sprint Nextel's and the Commission's favor. Therefore, the Transition Administrator's average are necessarily low and do not reflect well negotiated, arms length agreements, since those averages also reflect the numerous cases where an incumbent gave away its internal personnel time. Certainly few, if any, truly capture all of the time spent by incumbents in getting to this stage in the process.

Therefore, the PRMs are peppered with explanations from the incumbents as to why a particular estimated cost is required and unexplained resistance from Sprint Nextel that is trying to salvage the bottom line with the tacit support of the Transition Administrator. Many incumbents have concluded that the Commission has stacked the deck against them and they wind up capitulating to the demands of mediators that act as though the means to agreement is to bend the incumbent to Sprint Nextel's irrelevant averaging techniques. When an incumbent resists these improper overtures, the incumbent is made to feel recalcitrant, rather than merely protective of its resources and its rights articulated under the Commission's Orders. If an incumbent resists and engages in the PRM process to protect its rights, the Commission wrings its bureaucratic hands and bemoans the inherent delays in the process that the filing of PRMs creates. But the Commission created this form of due process and should not complain when incumbents exercise the very rights created by the Commission.

Recommended Resolutions

There exists no standard by which mediators judge the outcome of mediations or provide a recommendation to resolve an issue in dispute. But one element regarding the recommendations is constant – they take time. A mediator will set forth the complete written record of the mediation and write pages of explanation as to why a particular recommendation is made. Even if a mediator is quite diligent, these documents take time to produce. Therefore, additional delay is built into the system which is simply the byproduct of diligence and the difficulty in expressing in writing that mediation that has gone on for, perhaps, months.

The published recommended resolution is then circulated between the parties for their consideration as to whether they wish to accept the recommendation or whether the process will take the next step, placing the matter before the Commission. It is at this stage that the incumbent suffers additional undue pressure. Mediators are skilled at reminding incumbents that the Commission ruled that costs expended in post-mediation are not subject to reimbursement by Sprint Nextel. Although this decision by the Commission violates the plain language of the Commission's Orders, the Administrative Procedures Act, and a host of other federal statutes and case law, it is nonetheless serving its intended purpose, to threaten incumbents into settling for less than a cost neutral outcome. For this unlawful act of administrative bullying, the Commission should be justifiably ashamed. Instead, the Commission has now compounded its rejection of law by producing its latest decision with the intent of bullying further the very victims of harmful interference that its Orders allegedly were produced to protect.

Bureau Decisions

The Bureau's decisions based on Statements of Position, the record and the mediator's Recommended Resolution, also take time. The Bureau must attempt to appreciate the facts and circumstances of each matter and perform a *de novo* review, without the benefit of being able to request clarification from either party, if such is needed. In essence, the Bureau is operating without the benefit of the dynamics of the mediation and the tenor of the negotiations.

However, often lost in the Bureau's decisions is the basic underlying premise upon which the entire rebanding is based, i.e. that Sprint Nextel is and was causing harmful interference to public safety systems, and that the rebanding is primarily intended to protect those systems by putting forth the means for incumbent licensees to engage in a cost neutral rebanding of their systems, while concurrently providing for continuous operation of the rebanded systems. To the Bureau's credit, it has often recognized the fact that an incumbent may have greater knowledge of their system and processes than Sprint Nextel. But what the Commission fails to address is that its *Public Notice* involves a private contract between two parties that the Commission's Orders have pitted against one another for arms length, not Commission dictated, negotiations. The Bureau's decision also includes a federal agency attempting to dictate terms to local governments and their

elected representatives who must answer to voters if the terms of the agreement result in a unfavorable outcome.

Although the Bureau deals with some level of basic fairness in deciding these matters, the Bureau must be struck by the sometimes small amounts involved in the issues in dispute. The aforementioned two hours of a vendor's time was decided by the Bureau that went against the recommendation of a poor mediator and decided that the two hours was a reasonable and prudent cost of rebanding. Meanwhile, the parties awaited the outcome of the Bureau's decision, despite the fact that the incumbent made overtures to Sprint Nextel to continue the negotiation to resolve these small matters. The incumbent's efforts were to no avail as Sprint Nextel decided that it would halt further negotiations until the Bureau's decision was published.

What is significant is that the incumbent went through over a year of negotiation and litigation and wound up with a favorable decision on each item in dispute. The Commission's recent decision suggests that these delays are within the control of the incumbents. In fact, they are not. The delays are the foreseeable outcome of the process created by the Commission which was designed to protect incumbents' rights to obtain a cost neutral rebanding that is transparent to end users. The Commission's *Public Notice* is an attempt to short circuit and short change the rights of incumbents by arbitrarily speeding up the process without the benefit of law or logic. The Commission is taking the approach that incumbents will be more easily made to kowtow to the Commission's demands, thus, its decision places an inordinate and unfair burden on incumbent licensees to hurry the process, not to protect public safety's use of the subject channels, but to meet an unrealistic deadline created in the Commission's original Orders that even the Commission itself cannot meet due to continuing problems in negotiating treaties with Canada and Mexico regarding the border regions.

Planning

To accomplish planning in a manner that will facilitate rebanding, protect the use of the affected radio system to avoid outages, assure that replacement equipment is acquired as needed, provide for a cost neutral outcome for incumbent operators, and comply with the dictates of law, many tasks are required. An inexhaustive list is as follows:

Intermodulation Studies:	To determine whether the operation upon the replacement frequencies will create a hazardous rf environment
Internal Personnel Study:	To identify the persons who will be involved in rebanding, either to provide assistance to technical personnel or who will participate in making available mobile and portable equipment for retune or replacement

Education and Training:	To provide education and cooperation in accomplishing the project and to train personnel to use and maintain any replacement equipment
Inventory:	To determine the number and models of radios employed and their location, to make a suitability analysis as to whether the radios will require replacement or are suitable for retune
Software Upgrades:	To determine what software will be required for both infrastructure and mobile units to accomplish rebands, such as code plugs and flash kits
Template Information:	To devise a method of maintaining talk groups among various fleets of radios
Mounting Information:	To identify specialized mounting of radios in vehicles, particularly data radio units installed in emergency vehicles that often require comparatively more complex efforts to cause a replacement or retune of the mobile
Site Analysis:	To determine whether the existing sites have enough additional space to facilitate additional equipment or a redundant system to avoid dangerous reductions in capacity; and to sometimes consider whether additional antennas will be necessary thus requiring wind load studies for towers
Site Use Analysis:	To consider whether third party, private lessors of space will accommodate rebanding by allowing the installation of additional equipment on the site, or whether modifications in lease agreements are required
Encryption:	Whether the present use of encryption will be maintained throughout the rebanding process
Mobile Talk-Around:	Whether the mobiles will require additional work to remove existing channels following rebanding to avoid unlawful and dangerous transmissions over unlicensed channels
Logistics:	Determining how the technical staff acquires the mobile and portable radios for retuning in an efficient manner that minimizes disturbance of end user operations

Unit Capacity:	Discovering the capacity of combiners and multi-couplers for use in rebanding, i.e. whether additional channels can be loaded onto existing equipment, or whether replacement or loaner equipment will be required
Channel Separation:	To determine whether the replacement channels, if loaded onto existing equipment, will have inadequate separation for operation of combiners (i.e. combiner loss problems) or vehicular repeaters
Material Handling:	Consideration of where the replacement or loaner equipment will be received and how replaced or loaned equipment will be returned must be considered

In addition to that planning described above, there exists many personnel issues involved, both with vendors and with internal personnel. Labor and services costs must be tied to the proper execution of the rebanding with some degree of precision, and the identity of the persons who will execute the rebanding must be known in advance to capture all such costs in the proposed estimates. If specialized labor is required, e.g. tower riggers, manufacturer's representatives, data management personnel, etc., then the time necessary to coordinate and contract with these vendors will necessarily increase the costs and time of planning.

To be certain, there is no simple way to plan a reband. Even a five-channel system with 500 mobiles and portables can present a daunting task when viewed by a public safety employee who is barely keeping up with his or her normal work schedule. If the licensee operates a County-wide or Statewide system that serves a number of agencies, the problems and challenges increase exponentially. Just getting the process coordinated among various agencies, departments and groups can be extremely difficult.

If the majority of the planning is outsourced to say, Motorola, the incumbent is at the mercy of the availability of Motorola employees and its subcontractors to perform the necessary tasks. It is fair to say that Motorola is overwhelmed and increasing delays in the delivery of cutover plans has affected rebanding in general. Although the Commission would have incumbents hold a hard line with Motorola and other vendors to deliver services in a timely manner, the Commission misses an essential factor in its suggestion – incumbent licensees have little leverage in enforcing the terms of agreements without destroying their relationship with their primary vendor. This is particularly true when one considers that most incumbents have no alternative choice of service providers. Therefore, an incumbent can pound the table and express displeasure with Motorola, but there is no realistic opportunity for seeking services from an alternative vendor.

Preparation of Estimates of Rebanding Costs

As the incumbent goes through the planning process, they are gathering information that will form the basis for estimates of costs to go within the Frequency Reconfiguration Agreement. They are also discovering many facts about their existing system which reflect unrecorded, organic growth of the system. The fire chief purchased a dozen radios as a budget item that was unknown to the system supervisor, e.g. the police department has an inventory of spare radios that are located in a closet; or spare parts were acquired but not recorded; or system operators discover that channels are employed for interoperability purposes in ways that were not fully appreciated prior to the rebanding process, etc. The list of newly discovered information is varied and sometimes appears endless.

Suddenly, the means of encryption of certain radios becomes not just a given, because moving NPSPAC channels to rechannelized slots in the lower part of the band can affect network operations. And the size of equipment comes into play, as limited enclosure space harries project after project. For example, a given reband might be made easier with the ability to install loaner equipment and a larger combiner, except there is no space for either within a maxed out enclosure. Or if the space is available, it might only be utilized by reracking equipment within the enclosure, thus creating additional down time and personnel costs and cabling and...it goes on.

Therefore, the incumbent is not only determining the how and when and what of rebanding, but the incumbent must now assign time and cost to each step of the process. This is hardly an easy task and is often outside the experience of many public safety radio technicians. Although the Commission wisely allows incumbents to hire consultants to assist with the process, the reality is that many incumbent hours are spent in assuring that the consultant is made aware of the unique characteristics of the subject system(s). Many meetings are often needed to assure that the plan that is being committed to paper will actually work efficiently to reband the radios with a minimum disruption to operations.

Negotiation of Estimates

Once the arduous task of providing estimates, identifying which radios or other equipment will require replacement, determining whether redundancy will be required and how that might be accomplished, calculating the time required to coordinate interoperability issues and actions, and the host of other concerns, the incumbent presents its estimates to Sprint Nextel. The estimates are rarely accepted without negotiation or further explanation. And given the countless delays that occur during the planning process as illustrated above, it is not unusual for the incumbent to be already facing the task of mediation at the same time that negotiations actually commence.

The terms and conditions of the Frequency Reconfiguration Agreement have been modified many times to reflect changes in the parties' understanding of the process, additional TA requirements, Commission decisions, and adaptations to local laws and statutes. It cannot be presumed that any "standard" or "template" agreement will be deemed acceptable by any given incumbent and each incumbent is entitled to thoroughly review the agreement by local counsel and elected officials, and negotiate those portions

that each deem requires some modification. Therefore, while the process of negotiation cost estimates occurs, a concurrent negotiation of terms and conditions is also going on. This process has been handled in a variety of ways, some of which have brought parties together rapidly and others have required months of negotiation.

As for the cost estimates, that process can also be daunting depending on the size and complexity of a system. One county has engaged in negotiations with Sprint Nextel for more than nine months even though the parties at no time were in clear dispute. Instead, the parties were fully cooperative in weighing alternative methods of performing the rebanding. As each alternative was explored, both parties had to constantly obtain the manufacturer's input and Sprint Nextel required feedback from its internal engineering staff and financial department. A portion of the planning process had to be redone. Yet, the process moved forward, although often slowed moreover by the resources that each party had available to devote to the negotiations and inquiries arising therefrom.

Other mediations have sometimes failed because Sprint Nextel challenged a vendor's estimates, however, the incumbent had no choice but to support the vendor's estimates since the incumbent could not use another vendor without violating warranties on its existing equipment. That incumbent was in the unenviable position of arguing that its vendor, Motorola, was reasonable in its estimates, despite the fact that the incumbent was somewhat ill equipped to argue the means by which Motorola made its estimates. Since incumbents are not privy to the private agreements between Motorola and Sprint Nextel, the incumbent is placed in the position of arguing for Motorola's estimates while concurrently being the one person in the room that is ignorant of Motorola's deal with Sprint Nextel and what that deal means to the incumbent's rebanding estimates.

Some mediations have dragged out over details of rebanding, including whether an incumbent was entitled to reimbursement for its required recording and reporting of time and costs associated with rebanding. Other mediations have bogged down over requirements coming from the TA that appear to have little to do with the respective positions of the parties. Instead, the TA is trying via FRAs to increase its authority by contract, adding authority that was not granted under the Commission's Orders. If an incumbent resists this effort by the TA, Sprint Nextel is not assured that the TA will approve the contract and, thus, the process grinds to a halt.

One may note that the same problems that plague negotiation and mediation of Planning Funding Agreements are not relieved by the FRA negotiations and are, instead, duplicated. The Sprint Nextel style of negotiation by demanding granulation upon granulation of data and justifications causes incumbents to increase the amount of planning, paperwork and estimations that underlie the estimates. Sprint Nextel claims that the TA requires this effort, however, such demands are not consistent across the deals and the negotiation method appears to be arbitrary as to each deal manager.

The PRM process is no better for FRAs as it is from PFAs. And the treatment of incumbents' legal counsel during this process is shocking. For reasons that Sprint Nextel

cannot explain, it will devote many hours of legal representation via both in house counsel and attorneys employed by outside counsel, but expects incumbents' legal counsel to perform a myriad of duties in a handful of hours. The result has sometimes resulted in a needlessly acrimonious condition arising out of Sprint Nextel's efforts to malign incumbents' legal counsel's efforts and the value of their services. This uncivil aspect of many negotiations is, unfortunately, echoed by some mediators who attempt to browbeat attorneys into accepting less than full payment for services reasonably rendered. To date, petitioners are not aware of any mediator or other legal counsel to Sprint Nextel offering to discount the cost of their work, once performed.

The negotiation of the FRA and the estimates associated therewith is an exercise in having public safety entities endure the too often unhelpful manner of the TA, the mediator, and Sprint Nextel's employees and counsel. It is unfortunate that there is often a lack of civility in these proceedings that could be avoided, but once injected into the process will poison the effort and cause delays that should have been avoided entirely. Inquiries to incumbents during negotiation should not be tinged with suggestions that the incumbent is either incompetent or misrepresenting some aspect of the estimates. Were such suggestions evinced by only Sprint Nextel, one could chalk it up to a negotiation tactic. However, when the suggestions come from a mediator, incumbents are made to feel like they are on trial in a kangaroo court. This is not an atmosphere that leads to helpful and efficient cooperation. Instead, it breeds an attitude of distrust and reluctance to participate in a negotiation and, thus, greater delay.

Summary

The foregoing is intended to illustrate for the Commission the conditions and tasks endured by incumbents to date. It is hardly complete but is deemed sufficient to demonstrate to the Commission why the process of negotiating a PFA and FRA can often extend for months and often for over a year. No setting of deadlines will change these conditions. No arbitrary treatment of incumbents that suggests that each can control these events will be helpful. All such efforts are entirely unrealistic and do nothing more than add to the extreme burden already endured by even the most efficient incumbents.

The fervent hope of Petitioners is that this brief recitation of the travails of rebanding endured by public safety licensees and other incumbents will be informative to the Commission. It is licensees' shared belief that the Commission too often hears but one side of the story of rebanding, offered by Sprint Nextel or the Transition Administrator, neither of which have a duty to accurately represent public safety licensees' experience. However, the Commission does have a duty to protect its licensees, especially public safety entities, from avoidable burdens and injury arising from the rebanding experience. It is Petitioners hope that this oversight will assist the Commission in the performance of that duty.

PETITIONERS

State of Indiana; City of Boston; Town of Plainfield, Indiana; Allen County, Indiana; Bartholomew County, Indiana; Benton County, Indiana; Boone County, Indiana; Carroll County, Indiana; Cass County, Indiana; Clay County, Indiana; Clinton County, Indiana; Dearborn County, Indiana; Elkhart County, Indiana; Fountain County, Indiana; Fulton County, Indiana; Hancock County, Indiana; Hendricks County, Indiana; Howard County, Indiana; Huntington County, Indiana; Jasper County, Indiana; Jay County, Indiana; Jefferson County, Indiana; Jenning County, Indiana; Johnson County, Indiana; Kosciusko County, Indiana; Lagrange County, Indiana; Silke Communications, Inc, Oregon; Lake County, Indiana; Laporte County, Indiana; Madison County, Indiana; Marshall County, Indiana; Miami County, Indiana; Monroe County, Indiana; Montgomery County, Indiana; Morgan County, Indiana; Noble County, Indiana; Ohio County, Indiana; Parke County, Indiana; Porter County, Indiana; Putnam County, Indiana; Ripley County, Indiana; Saint Joseph County, Indiana; Shelby County, Indiana; Steuben County, Indiana; Sullivan County, Indiana; Tippecanoe County, Indiana; Tipton County, Indiana; Vermillion County, Indiana; Vigo County, Indiana; Wabash County, Indiana; Warren County, Indiana; White County, Indiana; Whitley County, Indiana; City of Carmel, Indiana; Cicero Police Department, Indiana; City of Fishers, Indiana; Wayne Township, Indiana; Town of Atlanta, Indiana; City of Sheridan, Indiana; Town of Westfield, Indiana; City of Noblesville, Indiana; White River, Indiana; Jackson Township, Indiana; Conseco Corporate Security, Indiana; Hamilton County, Indiana; Cicero Fire Department, Indiana; Vanderburgh County, Indiana; Vanderburgh County Sheriff's Department, Indiana; Evansville Police Department, Indiana; Evansville Fire Department, Indiana; German Township Fire Department, Indiana; Knight Township Fire Department, Indiana; Perry Township Fire Department, Indiana; McCutchanville Fire Department, Indiana; Scott Township Fire Department, Indiana; Evansville City Clerk, Indiana;

Evansville Regional Airport, Indiana; Casino Aztar, Indiana; Catholic Diocese of Evansville, Indiana; Evansville/Vanderburgh County School Corporation, Indiana; Marrs Township Volunteer Fire Department, Indiana; LectraCom, Inc, Indiana; LectroCom, Indiana; Bruce Ruckert, Florida; William A. Morgan, Texas; Kennedy Associates, Inc, Texas; Kevin Kneupper, Texas; Urban Kneupper, Texas; County of Blanco, Texas; County of Bastrop, Texas; JRJ Paving, LP, Texas; Ilano County, Texas; Capital Aggregates, Ltd, Texas; Allen Wireless Group, Inc, California; Fresno Mobile Radio, Inc, California; City of Chicago, Illinois; City of Aurora, Illinois; City of Naperville, Illinois; City of Joliet, Illinois; Grundy County, Illinois; Illinois Public Safety Agency, Illinois; City of Broken Arrow, Oklahoma; City of Jenks, Oklahoma; City of Cambridge, Massachusetts; City of Fall River, Massachusetts; Commonwealth of Massachusetts Department of Corrections; City of Hartford, Connecticut; D&L Specialties, Inc, Minnesota.; Michael D. Smith, Oregon; Mobile Telephone & Paging, Inc, Hawaii; Industrial Communications, Inc, Pennsylvania.; Liberty Communications, Florida; Maricopa County, Arizona; State of Connecticut Department of Corrections; Communications Professionals, Ltd, Texas; Avoyelles 9.1.1., Lousiana; AALCOM Communications, Florida; Alarm 24, Inc, Missouri; All Points Communications, Texas; BKT Corporation, Texas; CEB Enterprises, Ohio; Centerpointe Communications, Texas; EMR Consulting, Indiana; Kalona Cooperative Telephone, Oklahoma; Kalorama Network Services, Washington, DC; Lovelace Gas Service, Florida; Madera Radio, Dispatch, Inc, California; Pennsylvania; Pro-Tec Mobile Communications, Inc, Arizona; Shelcomm, California; Specialty Electronics Company, Inc, Virginia; Supreme Radio Communications, Inc, Illinois; T&K Communications, Inc, New York; Wiztronics, Washington; Abingdon Police Department, Illinois; Algonquin Police Department, Illinois; Alpha Police Department, Illinois; Annawan Police Department, Illinois; Aroma Fire Protection District, Illinois; Arlington Heights Police Department,

Illinois; Aroma Park Police Department, Illinois; Ashton Police Department, Illinois; Athens Police Department, Illinois; Atkinson Police Department, Illinois; Barrington Hills Police Department, Illinois; Barrington Police Department, Illinois; Bartlett Police Department, Illinois; Bartonville Police Department, Illinois; Batavia Fire Department, Illinois; Batavia Police Department, Illinois; Bedford Park Police Department, Illinois; Belgium Police Department, Illinois; Bellwood Police Department, Illinois; Belvidere Police Department, Illinois; Berkeley Police Department, Illinois; Blue Island Police Department, Illinois; BNSF Railway Police, Illinois; Boone County Special Police Department, Illinois; Buffalo Grove Police Department, Illinois; Bourbonnais Fire Department, Illinois; Bourbonnais Police Department, Illinois; Bradley Fire Department, Illinois; Bradley Police Department, Illinois; Bistol Kendall Fire Department, Illinois; Brookfield Police Department, Illinois; Bull Valley Police Department, Illinois; Burbank Police Department, Illinois; Byron Police Department, Illinois; Calumet Park Police Department, Illinois; Carpentersville Police Department, Illinois; Cary Police Department, Illinois; Catlin Police Department, Illinois; Chebanse Police Department, Illinois; Cherry Valley Police Department, Illinois; Chicago Heights Police Department, Illinois; Chillicothe Police Department, Illinois; Cicero Police Department, Illinois; College of Lake County DPS, Illinois; Colona Police Department, Illinois; Cook County Forest Preserve Police Department, Illinois; Cook County SAO, Illinois; Cortlant Police Department, Illinois; Country Hills Police Department, Illinois; Countryside Police Department, Illinois; Crest Hill Police Department, Illinois; Crystal Lake Park District Police Department, Illinois; Crystal Lake Police Department, Illinois; Danville Police Department, Illinois; Darien Police Department, Illinois; Dekalb County Special Police Department, Illinois; Department of Natural Resources Police Department, Illinois; De Palines Fire Department, Illinois; Des Plains Police Department, Illinois; Dolton Police Department, Illinois; Douglas County Special Police Department, Illinois; East

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Department, Illinois; Rockton Village Police Department, Illinois; Rolling Meadows Fire Department, Illinois; Rolling Meadows Police Department, Illinois; Roscoe Police Department, Illinois; Round Lake Beach Police Department, Illinois; Round Lake Heights Police Department, Illinois; Round Lake Police Department, Illinois; Sandwich Police Department, Illinois; Sauk Village Police Department, Illinois; Schaumburg Police Department, Illinois; Schiller Park Police Department, Illinois; Sleepy Hollow Police Department, Illinois; Somonauk Police Department, Illinois; South Barrington Police Department, Illinois; South Chicago Heights Police Department, Illinois; St.Anne Police Department, Illinois; St. Charles Police Department, Illinois; Streamwood Police Department, Illinois; Stickney Police Department, Illinois; Summit Police Department, Illinois; Sycamore Police Department, Illinois; Thorton Police Department, Illinois; Tilton Police Department, Illinois; Tinley Park Police Department, Illinois; Tuscola Police Department, Illinois; Union Pacific Police Department, Illinois; VA-Chicago Westside Police Department, Illinois; VA-Danville Police Department, Illinois; Vermillion County SPD, Illinois; Villa Grove Police Department, Illinois; Waterman Police Department, Illinois; Wayne Police Department, Illinois; West Police Department, Illinois; Westchester Police Department, Illinois; Western Springs Police Department, Illinois; Westville Police Department, Illinois; Wheaton Police Department, Illinois; Wheeling Police Department, Illinois; Williamsfield Police Department, Illinois; Willmette Police Department, Illinois; Willow Springs Police Department, Illinois; Winnebago County SPD, Illinois; Winnebago Police Department, Illinois; Winnetka Police Department, Illinois; Woodhull Police Department, Illinois; Woodstock Police Department, Illinois; Yates City Police Department, Illinois; Yorkville Police Department, Illinois