

**LAKE COUNTY/VILLAGE OF WINTHROP HARBOR INTERGOVERNMENTAL  
AGREEMENT FOR USE OF THE LAKE COUNTY COMPUTER AIDED DISPATCH SYSTEM**

This Agreement is made pursuant to the Constitution of the State of Illinois of 1970, Article VII, Section 10 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, between the County of Lake, a body politic and corporate, (“COUNTY”) and the Village of Winthrop Harbor a municipal corporation (“CONTRACTOR”).

**WHEREAS**, the Emergency Telephone System Act, 50 ILCS 750/0.01 *et seq.*, authorizes units of local government to own and operate emergency telephone systems; and

**WHEREAS**, the COUNTY owns and operates, through its agency, the Lake County Emergency Telephone System Board (ETSB), a Computer Aided Dispatch System (CAD); and

**WHEREAS**, the CAD is an automated police and fire call dispatch system; and

**WHEREAS**, the CONTRACTOR seeks to contract with the COUNTY to utilize the CAD for dispatch purposes; and

**WHEREAS**, the CONTRACTOR is ready, willing, and able to pay for all costs associated with its use of the CAD; and

**WHEREAS**, the COUNTY and CONTRACTOR are authorized by the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, to enter into intergovernmental agreements, ventures and undertakings, to perform jointly any governmental purpose, or undertaking, either of them could do singularly.

**NOW, THEREFORE**, in consideration of the foregoing and the covenants contained in this Agreement, the parties agree that the CONTRACTOR shall be allowed to utilize the CAD subject to the following terms and conditions:

1. The CAD, its systems, programs, and reports shall remain the sole and exclusive property of the COUNTY.
2. The CONTRACTOR shall pay 100% of all direct actual costs associated with CONTRACTOR’s use of the CAD including, but not limited to, report generation, licensing, mapping, geocoding, engineering, consulting, programming, hardware, software, cabling, interfaces, training, troubleshooting, maintenance and upgrades, related thereto. To the extent any such costs are incurred by the COUNTY, or the ETSB, the COUNTY shall provide an itemized invoice to the CONTRACTOR, and the CONTRACTOR shall pay monthly. CONTRACTOR’s obligation to pay its costs shall survive any termination of this Agreement.

3. The CONTRACTOR shall have no direct CAD programming access, no right or ability to modify the CAD operating system, utilities or vendor software and no CAD system administration authority.
4. The CONTRACTOR shall have no right to work on, install, or have installed any software, programs, or the like on the computer hardware operating the CAD system.
5. In addition to the direct actual costs set forth in Paragraph 2 above, the CONTRACTOR shall pay, upon execution of this Agreement and on or before May 1<sup>st</sup> of each subsequent year that this Agreement remains in effect, additional annual costs of connection of \$6,000. The CONTRACTOR shall have no right to connect to the CAD or otherwise access the CAD until CONTRACTOR has first paid in full its annual costs of connection.
6. The COUNTY, through the ETSB, shall retain exclusive rights and authority to program, modify, upgrade, administer and/or otherwise alter the CAD and its systems. The COUNTY shall provide reasonable notice to the CONTRACTOR of modifications, upgrades, or alterations to the CAD and its systems that are likely to impact the CONTRACTOR'S access to the CAD.
7. The COUNTY shall retain the exclusive right and authority to approve any additional agency or unit of local government that seeks access to the CAD and its systems through the CONTRACTOR. Any current or future agency or unit of government dispatched by the CONTRACTOR, or their agents, shall be required to enter into a separate intergovernmental agreement with the COUNTY for utilization of the CAD under such terms as the COUNTY may establish.
8. CONTRACTOR shall pay all invoices and monies owed hereunder in accordance with the Illinois Prompt Payment Act. Failure of the COUNTY to invoice CONTRACTOR in a timely manner shall not constitute a waiver of CONTRACTOR's obligation to pay.
9. The CONTRACTOR shall designate in writing at the time of execution of this Agreement a single point of contact for all purposes relating to this Agreement, including queries, complaints, and invoicing.
10. The COUNTY or its designee through the ETSB, shall designate a primary contact person for receiving queries, complaints, and commendations for services provided under this Agreement.
11. The CONTRACTOR agrees to defend itself in any actions or disputes brought against the CONTRACTOR in connection with or as the result of this Agreement

and agrees to defend, indemnify and hold the COUNTY harmless and free from liability of any kind whatsoever resulting from the acts or conduct of the CONTRACTOR, their agents or representatives or employees in the performance of this Agreement or in the furtherance thereof. Further, the CONTRACTOR shall annually provide to the COUNTY a certificate of insurance detailing the actual coverages in force and effect during the term of this Agreement. The COUNTY, its agents and employees, shall be endorsed as additional insureds on applicable policies subject to this Agreement. The insurance shall provide for written notice to be sent to the COUNTY within 30 days of cancellation or material change of the coverages. The notice shall be sent to Department of Human Resources, County of Lake, 18 N. County Street, Waukegan, IL 60085, ATTN: Risk Manager. The initial certificate of insurance shall accompany the executed copy of this Agreement.

12. The term of this Agreement shall be from August 1, 2018 to July 31, 2020, provided, however, that either party shall have an absolute right to terminate this Agreement with or without cause upon 60 days written notice to the other. However, if the COUNTY terminates the Agreement without cause, CONTRACTOR shall be reimbursed a prorated portion of the prepaid annual costs of connection set forth in Paragraph 5 above to the effective date of termination. For purposes of this Paragraph, termination with cause includes, but is not limited to, nonpayment of any monies owed under this Agreement, breach or violation of any of the terms or provisions of this Agreement, violation of any COUNTY licensing agreement with any third-party vendor, or misuse or unauthorized use of the CAD or its related programs and systems.

After the initial term of this Agreement has expired, this Agreement shall automatically renew annually for additional one-year periods. During any renewal period, either party may terminate this Agreement with or without cause with written notice to the other party. If such termination occurs, the CONTRACTOR shall be reimbursed a prorated portion of the prepaid annual costs of connection set forth in Paragraph 5, above, to the date of termination.

13. The CONTRACTOR may accept the terms and conditions of this Agreement only by Resolution or Ordinance duly adopted by its legally recognized governing body or board.
14. All notices required herein shall be in writing, signed by or on behalf of the party giving or making such notice, and shall be sent by certified mail, postage prepaid, return receipt requested, to the following addresses:

To COUNTY:           Amy McEwan  
Deputy County Administrator  
18 N. County Street, 9<sup>th</sup> Floor  
Waukegan, IL 60085

Copy To: Steven Winnecke  
Lake County ETSB  
1300 S. Gilmer Rd.  
Volo, IL 60073

To CONTRACTOR: Chief of Police  
Village of Winthrop Harbor  
830 Sheridan Rd.  
Winthrop Harbor, IL 60096

The address for notice shall be changed by either party by giving notice in accordance with this paragraph to the last address specified herein.

- 15. The foregoing constitutes the entire Agreement between the parties.
- 16. This Agreement may be amended by mutual written agreement, signed and executed with the same formality with which this instrument was executed.

**IN WITNESS WHEREOF**, the County of Lake by a Resolution duly adopted by the County Board of Lake County, causes this Agreement to be signed by its Chairman and attested to by its Clerk, and the Village of Winthrop Harbor, by order of its Board of Trustees, has caused this Agreement to be executed and attested to by the appropriate officials, all on the day and year written below.

**COUNTY OF LAKE:**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Chairman, Lake County Board  
Attest: \_\_\_\_\_  
County Clerk  
By: \_\_\_\_\_  
Chairman, Lake County ETSB

**VILLAGE OF WINTHROP HARBOR:**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Mayor, Village of Winthrop Harbor  
Attest: \_\_\_\_\_  
Clerk, Village of Winthrop Harbor