

**INTERGOVERNMENTAL AGREEMENT FOR UTILIZATION 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 Fox Lake, a municipal corporation ("VILLAGE").

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 Village seeks to contract with the COUNTY to utilize the CAD for dispatch purposes; and

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

WHEREAS, the VILLAGE seeks to use Medical Dispatch PRO QA software (the "Software") in conjunction with its use of the CAD; and

WHEREAS, the VILLAGE is prepared to pay for all costs associated with its use of the Software in conjunction with the CAD.

NOW, THEREFORE, in consideration of the foregoing and the covenants contained in this Agreement, the parties agree that the VILLAGE 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 VILLAGE shall pay 100% of all direct actual costs associated with VILLAGE'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 VILLAGE, and the VILLAGE shall pay on a monthly basis. The VILLAGE's obligation to pay its costs shall survive any termination of this Agreement.

3. In addition, the VILLAGE shall, specifically, pay 100% of all costs associated with the purchase, installation and storage of the Software and all report generation, licensing, mapping, geocoding, engineering, consulting, programming, hardware, software, cabling, interfaces, training, troubleshooting, maintenance and upgrades related thereto. If the

VILLAGE's use of the Software with the CAD results in the need for ETSB to provide for additional disc storage space, the VILLAGE shall also be responsible for this additional cost. The cost of any additional disc storage space will be calculated based on a proration of the VILLAGE's software disc storage space in the COUNTY's ETSB system. The COUNTY's ETSB will provide 60-day written notice to THE VILLAGE of these increased costs, if the situation occurs. The COUNTY/ETSB acknowledges that other CAD use Agencies may want to avail themselves of the use of the Software. The VILLAGE will be responsible for reaching separate, direct cost-sharing agreements with the respective Agencies. The VILLAGE must provide the COUNTY's ETSB with written notice of the names of the proposed additional user Agencies 30 days prior to the effective date of the VILLAGE/Agency Agreements. Any non-COUNTY/ETSB member CAD user Agencies will be expected to comply with their own COUNTY ETSB/CAD USER Agreements.

4. Except as already provided to the VILLAGE as a contract CAD user, the VILLAGE 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.

5. The VILLAGE 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.

6. In addition to the direct actual costs set forth in paragraph two, above, the VILLAGE shall pay, upon execution of this Agreement and on or before May 1 of each subsequent year that this Agreement remains in effect, additional annual costs of connection of \$6,000.00. The VILLAGE shall have no right to connect to the CAD or otherwise access the CAD until the VILLAGE has first paid in full its annual costs of connection.

7. The COUNTY, through the ETSB, shall retain exclusive rights and authority to program, modify, upgrade, administer and otherwise alter the CAD and its systems. The COUNTY shall provide reasonable notice to the VILLAGE of modifications, upgrades, or alterations to the CAD and its systems that are likely to impact the VILLAGE'S access to the CAD.

8. 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 VILLAGE. Any current or future agency or unit of government dispatched by the VILLAGE, or their agents, shall be required to enter into a separate agreement with the COUNTY for utilization of the CAD under such terms as the COUNTY may establish.

9. The VILLAGE shall pay all invoices and monies owed hereunder in accordance with the Illinois Prompt Payment Act. Failure of the COUNTY to invoice the VILLAGE in a timely manner shall not effect a waiver of the VILLAGE's obligation to pay.

10. The VILLAGE 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.

11. 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. In the event of a dispute between the parties as to the extent of service or performance under this Agreement, the determination of the COUNTY shall be final and conclusive.

12. The VILLAGE agrees to defend itself in any actions or disputes brought against the VILLAGE 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 VILLAGE, their agents or representatives or employees in the performance of this Agreement or in the furtherance thereof. Further, the VILLAGE shall annually provide to the COUNTY a certificate of insurance detailing the actual coverage 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 any coverage. The notice shall be sent to the 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.

13. The initial term of this Agreement shall be from May 1, 2013 to April 30, 2015, 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, the VILLAGE shall be reimbursed a prorated portion of the prepaid annual costs of connection set forth in Paragraph 6, above, to the 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 MUNICIPALITIES shall be reimbursed a prorated portion of the prepaid annual costs of connection set forth in Paragraph 6, above, to the date of termination.

14. The VILLAGE may accept the terms and conditions of this Agreement only by Resolution or Ordinance duly adopted by its legally recognized governing body or board.

15. 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 the County:

Jeannine Thompson
LCETSB Coordinator
1300 S. Gilmer Rd.
Volo, IL 60073

To the Village:

Michael Behan
Chief of Police
Village of Fox Lake Police Department
301 S. Route 59
Fox Lake, IL 60020

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

16. The foregoing constitutes the entire Agreement between the parties.

17. 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 Fox Lake, 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: 
Dave Dato, Chairman, LC ETSB

Village of Fox Lake:

Date: 2-13-13

By: 
Mayor, Village of Fox Lake

Attest: 
Clerk, Village of Fox Lake