

**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.*, by and between the County of Lake, a body politic and corporate, hereinafter referred to as the "COUNTY," and the Villages of Barrington, Round Lake, Round Lake Beach, Round Lake Heights and Round Lake Park, municipal corporations, hereinafter referred to as the "MUNICIPALITIES."

**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 MUNICIPALITIES seek to contract with the COUNTY to utilize the CAD for dispatch purposes; and

**WHEREAS**, the MUNICIPALITIES, which have entered into a Joint Emergency Telephone System, are ready, willing, and able to pay for all costs associated with their use of the CAD; and

**NOW, THEREFORE**, in consideration of the foregoing and the covenants contained in this Agreement, the parties hereby agree that the MUNICIPALITIES 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 MUNICIPALITIES shall pay 100% of all direct actual costs associated with the MUNICIPALITIES' 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. To the extent any such costs are incurred by the COUNTY or the ETSB, the COUNTY shall provide an itemized invoice to the MUNICIPALITIES, and the MUNICIPALITIES shall pay the invoice on a monthly basis. The MUNICIPALITIES' obligation to pay their costs shall survive any termination of this Agreement.

3. The MUNICIPALITIES 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 MUNICIPALITIES 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 ETSB shall invoice and the MUNICIPALITIES shall pay, on or before July 1, 2010, and by May 1<sup>st</sup> of each subsequent year, an annual cost of connection totaling \$30,000 (which represents \$6,000 per municipality). The MUNICIPALITIES shall have no right to connect to the CAD or otherwise access the CAD until the MUNICIPALITIES have first paid in full the annual cost of connection.

6. The COUNTY, through the ETSB, shall retain exclusive right and authority to program, modify, upgrade, administer and/or otherwise alter the CAD and its systems. The COUNTY shall provide notice as required by this agreement in Section 15, to the MUNICIPALITIES of modifications, upgrades or alterations to the CAD and its systems that are likely to impact the MUNICIPALITIES' access to the CAD.

7. The COUNTY shall retain 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 MUNICIPALITIES. Any current or future agency or unit of local government currently being dispatched by the MUNICIPALITIES, or their agents, shall be required to enter into a separate intergovernmental agreement with the COUNTY under such terms as the COUNTY may establish.

8. The MUNICIPALITIES shall pay all invoices under this Agreement in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*). Failure of the COUNTY to invoice MUNICIPALITIES in a timely manner shall not effect a waiver of the MUNICIPALITIES' obligation to pay.

9. The MUNICIPALITIES 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. 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.

11. The MUNICIPALITIES agree to defend themselves in any actions or disputes brought against the MUNICIPALITIES in connection with or as the result of this Agreement and agree to defend, indemnify and hold the COUNTY harmless and free from liability of any kind whatsoever resulting from the acts or conduct of the MUNICIPALITIES, their agents or representatives or employees in the performance of this Agreement or in the furtherance of it. Further, the MUNICIPALITIES shall annually provide to the COUNTY certificates 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. The insurance shall provide for written notice to be sent to the COUNTY within 30 days of any cancellation or material change of coverage. The notice shall be sent to: Department of Human Resources, ATTN.: Risk Manager, County of Lake, 18 N. County Street, Waukegan, IL 60085. The initial certificate of insurance shall accompany the executed copy of this Agreement.

12. The term of this Agreement shall be from July 1, 2010 to April 30, 2012, 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 MUNICIPALITIES shall be reimbursed a prorated portion of the prepaid annual costs of connection set forth in Paragraph 5, 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. Parties agree that this Agreement may be extended 60 days beyond April 30, 2012 for the purpose of finalizing a new agreement.

13. Pursuant to this Agreement, the Village of Barrington Fire Department, the Greater Round Lake Fire Protection District and the Round Lake Area Park District shall be entitled to access the COUNTY'S CAD system at no additional cost, but through and subject to all other terms and conditions applicable to the MUNICIPALITIES under this Agreement.

14. The MUNICIPALITIES may accept the terms and conditions of this Agreement only by Resolution or Ordinance duly adopted by their legally recognized governing bodies or boards.

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:** Amy McEwan  
Assistant County Administrator  
18 N. County Street, 9th Floor  
Waukegan, IL 60085

**Copies to:** Stephen Rice  
Assistant State's Attorney  
18 N. County Street, 3rd Floor  
Waukegan, IL 60085

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

**To the Municipalities:** Lisa Berger  
Director, CenCom  
911 Lotus Drive  
Round Lake Beach, IL 60073

**Copy to:** John H. Kelly  
Ottosen, Britz, Kelly, Cooper  
and Gilbert Ltd.  
1804 N. Naper Boulevard  
Naperville, IL 60563

The addresses for notice shall be changed by either party by giving notice in accordance with this paragraph.

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 by its Clerk, and the Villages of Barrington, Round Lake, Round Lake Beach, Round Lake Heights, and Round Lake Park, by order of their respective Boards, have caused this Agreement to be executed and attested by the appropriate officials, all on the day and year hereafter written.

[Signature Page Follows]

Intergovernmental Agreement for Utilization of the Lake County Computer Aided Dispatch System

County of Lake: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Susi Schmidt, Chairman  
Lake County Board

By: [Signature]  
Dave Dato, Chairman, LC ETSB

Attest: \_\_\_\_\_  
Willard R. Helander, County Clerk

Municipalities: \_\_\_\_\_ Date: \_\_\_\_\_ By: [Signature]  
Village of Barrington  
Karen Darch, President

Attest: [Signature] 10/25/10  
Adam Frazier, Village Clerk

Date: 11-16-2010 By: [Signature]  
Village of Round Lake  
Jim Dietz, President

Attest: [Signature]  
Joyce Swieton, Village Clerk

Date: 12-20-2010 By: [Signature]  
Village of Round Lake Beach  
Richard Hill, Mayor

Attest: [Signature]  
Margie Cleveland, Village Clerk

Date: 12-21-2010 By: [Signature]  
Village of Round Lake Heights  
Terrance M. Lumpkins, Mayor

Attest: [Signature]  
Marla McIntyre, Village Clerk

Date: 12-21-10 By: [Signature]  
Village of Round Lake Park  
Jean McCue, Mayor

Attest: [Signature]  
Linda M. Lucassen, Village Clerk