

**INTERGOVERNMENTAL AGREEMENT FOR UTILIZATION OF
THE LAKE COUNTY SHARED NICE INFORM/ORGANIZER 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 Vernon Hills, a municipal corporation (the "MUNICIPALITY").

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
- the COUNTY owns and operates, through its agency, the Lake County Emergency Telephone System Board ("ETSB"), NICE Inform/Organizer System ("NIOS"); and
- the NIOS is an automated reconstruction software program utilizing remote voice logging equipment; and
- the MUNICIPALITY seeks to contract with the COUNTY to utilize the NIOS; and
- the MUNICIPALITY, is ready, willing, and able to pay for all costs associated with their use of the NIOS; and

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

1. The NIOS, its systems and programs, shall remain the sole and exclusive property of the COUNTY.
2. The MUNICIPALITY shall pay 100% of all direct actual costs associated with the MUNICIPALITY'S use of the NIOS 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 to be incurred by the COUNTY or the ETSB, the COUNTY shall provide an itemized estimate to the MUNICIPALITY, for the MUNICIPALITY'S approval. Upon approval, the MUNICIPALITY shall pay the estimate on a monthly basis. The MUNICIPALITY'S obligation to pay their costs shall survive any termination of this Agreement.
3. The MUNICIPALITY shall have no direct NIOS programming access, and maintains the right to have input on modifications to the NIOS operating system, utilities, or vendor software; and the MUNICIPALITY retains the right to NIOS system administration authority for those parts of the system directly related to the MUNICIPALITY.

4. The MUNICIPALITY shall have the right to request work on, install or have installed any software, programs, or the like on the computer hardware operating the NIOS system if said work, installations, software or programs is specific to the MUNICIPALITY and is directly related to existing NIOS software.
5. In addition to the direct actual costs set forth in Paragraph 2 above, the ETSB shall invoice and the MUNICIPALITY shall pay implementation cost \$73,184.72, on or before December 31, 2017.
6. By May 1st of each subsequent year, the MUNICIPALITY shall pay an annual shared maintenance cost of connection (See attached Exhibit A for subsequent yearly maintenance costs based on number of existing participants). The MUNICIPALITY shall have no right to connect to the NIOS or otherwise access the NIOS until the MUNICIPALITY has first paid in full the annual cost of connection.
7. The COUNTY, through the ETSB, shall retain exclusive right and authority to program, modify, upgrade, administer and/or otherwise alter the NIOS and its systems. The COUNTY shall provide notice as required by this agreement in Section 15, to the MUNICIPALITY of modifications, upgrades or alterations to the NIOS and its systems that are likely to impact the MUNICIPALITY'S access to the NIOS.
8. The COUNTY shall work with the MUNICIPALITY to approve any additional agency or unit of local government that seeks access to the NIOS and its systems. Any current or future agency or unit of local government that will be or is currently being dispatched by the MUNICIPALITY, or their agents, shall be considered part of the MUNICIPALITY and not required to enter into a separate agreement with the County and will have no rights or permissions to the NIOS hardware or software.
9. The MUNICIPALITY 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 MUNICIPALITY in a timely manner shall not effect a waiver of the MUNICIPALITY'S obligation to pay.
10. The MUNICIPALITY 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 MUNICIPALITY agrees to defend itself in any actions or disputes brought against the MUNICIPALITY 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 MUNICIPALITY, their agents or

representatives or employees in the performance of this Agreement or in the furtherance of it.

The County agrees to defend itself in any actions or disputes brought against the County in connection with or as the result of this Agreement and agrees to defend, indemnify and hold the Municipality harmless and free from liability of any kind whatsoever resulting from acts or conduct of the County, their agents or representatives or employees in the performance of this Agreement or in furtherance of it.

13. The initial term of this Agreement shall be from **January 1, 2017 through December 31, 2017**. After the initial term of this Agreement has expired, this Agreement shall automatically renew annually for additional one-year periods. Either party may terminate this Agreement with 60-day written notice to the other party. If such termination occurs, the MUNICIPALITY shall be: 1) reimbursed a prorated portion of the prepaid annual costs of connection set forth in Paragraph 6, above, to the date of termination; 2) the County shall return to the MUNICIPALITY any programs or licenses purchased by the MUNICIPALITY and utilized solely for the MUNICIPALITY; and 3) the Parties will meet to discuss partial reimbursement of the implementation costs from paragraph 5 above, if any.
14. Pursuant to this Agreement, The Vernon Hills Police Department Communications Center shall be entitled to access the shared NICE NRX IP logger system, including any and all programs purchased by the Communications Center for the NICE system, on behalf of the Villages of Libertyville, Lincolnshire, and Vernon Hills, the Countryside Fire Protection District, and any such Municipality or Agency that may join the Center, subject to all other terms and conditions applicable to the Municipalities or Agencies under this agreement.
15. The MUNICIPALITY may accept the terms and conditions of this Agreement only by Resolution or Ordinance duly adopted by their legally recognized governing bodies or boards.
16. 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 Vernon Hills:

Vernon Hills Police Department
754 Lakeview Parkway
Vernon Hills, IL 60061
Attn: Chief of Police

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

17. The County agrees to maintain the confidentiality or privacy of any information received in accordance with applicable Federal and State Law.
18. The foregoing constitutes the entire Agreement between the parties.
19. 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 Village of Vernon Hills, by order of its Board, have caused this Agreement to be executed and attested by the appropriate officials, all on the day and year hereafter written.

Aaron Lawlor **Date**
County Board Chairman
County of Lake

David E. Dato **Date**
Chairman
Lake County Emergency Telephone System Board

Attest: _____
Carla Wyckoff
Clerk, County of Lake

 11/15/16
Roger Byrne **Date**
President
Village of Vernon Hills

Attest:  _____
John M. Kalmar
Clerk, Village of Vernon Hills