

INTERGOVERNMENTAL AGREEMENT FOR POLICE DEPARTMENT DISPATCH

THIS AGREEMENT made and entered into this _____ day of _____, 2019, by and between the COUNTY OF MCHENRY, a body politic and corporate of the State of Illinois (hereinafter "COUNTY") and the VILLAGE OF LAKEWOOD (hereinafter "VILLAGE").

WHEREAS, the VILLAGE agrees to obtain the services of the COUNTY for purposes of providing twenty four (24) hour emergency telephone answering service and police dispatching services as well as routine radio transmissions to and from the COUNTY and the VILLAGE police department; and

WHEREAS, the COUNTY agrees to provide twenty four hour emergency telephone answering service and police dispatching services, as well as routine police radio transmissions to and from the COUNTY and the VILLAGE police department;

WHEREAS, the COUNTY and the VILLAGE are authorized by the terms and provisions of the Intergovernmental Cooperations Act, 5 ILCS 220/1 et al., to enter into intergovernmental agreements, ventures, and undertakings to perform jointly and governmental purpose or undertaking either of them could do singularly.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, the parties agree as follows:

1.0 TERM OF AGREEMENT

This agreement shall be from May 1, 2019 through April 30, 2020, the date of the signature of the parties notwithstanding, unless terminated by any party, with or without cause, upon not less than sixty (60) days written notices as provided in paragraph 6.0 of this agreement.

2.0 DUTIES OF THE COUNTY

- A. The COUNTY shall provide emergency telephone answering service and police dispatching service as well as routine police radio transmissions to the VILLAGE police department on a twenty four (24) hour per day basis, 365 days per year excepting leap year, in which case leap year emergency telephone answering service and police dispatching service shall be provided on a twenty four (24) hour per day basis 366 days per year.
- B. The COUNTY, in its discretion, reserves the right to determine what type of radio system will be employed by the COUNTY. Should the COUNTY, in its discretion, choose to adopt another radio system which is incapable of interfacing with the system currently in use by the VILLAGE, no duty exists on the part of the COUNTY to continue dispatching on the present radio system beyond the timeframe necessary for implementation by the COUNTY of the new system,

provided, however, the VILLAGE shall have the right to connect to such new radio system and the COUNTY shall continue to provide such 24 hour emergency telephone service for the VILLAGE under the new radio system. It is understood that this paragraph does not affect the cancellation rights of either party as set forth in paragraph 6.0.

- C. The COUNTY further agrees to provide the VILLAGE police department with LEADS information during reasonable periods of mechanical failure of the Mobile Data Computer (MDC) of the VILLAGE police department without additional fees.

3.0 DUTIES OF VILLAGE

- A. The VILLAGE shall pay for and install the proper radio equipment in the VILLAGE police department vehicles to operate properly with the COUNTY's present radio system or any future radio system adopted by the COUNTY, if the VILLAGE chooses to continue to have the COUNTY provide dispatch services.
- B. The VILLAGE shall pay for the installation of any necessary telephone lines or equipment that is required for the COUNTY to receive emergency telephone calls from the VILLAGE police department. The COUNTY shall not be responsible to answer any of the administrative lines of the VILLAGE police department except the 911 and 338-2141 lines.
- C. The VILLAGE shall maintain the mobile data computers (MDC's) in the VILLAGE police vehicles. VILLAGE police personnel shall utilize their MDC's for every shift unless prior arrangements with COUNTY dispatch management has been made.

4.0 COMPENSATION

- A. The VILLAGE shall pay the COUNTY a fee of \$47,169.69 for the year of service, payable in two equal payments, the first due on the 15th of June 2019 and the second due on the 1st of November 2019.
- B. The initial fee has been calculated by the COUNTY after considering the following:
 - 1) The VILLAGE's percentage of operating costs based on a 5 year average of call data from 2013-2017.
 - 2) Operating costs are based on the cost to the COUNTY for dispatcher and supervisor salary and benefits (IMRF, SSA, Medicare, and Insurance)
 - 3) A call for service is defined as: A telephone or radio transmission received by the COUNTY or an officer initiated activity requiring interaction between the officer and dispatcher resulting in the creation of a CAD entry.

- a. A traffic stop that does not result in an arrest, a request for a tow, or other actions by the dispatcher will not be counted as a call for service;
- C. Any extraordinary increase in call volume or activity by the VILLAGE or if the VILLAGE police department consolidates with additional entities for police services to utilize COUNTY dispatch, this contract shall be reopened for negotiation of fees.

5.0 INDEMNIFICATION

- A. The VILLAGE agrees to defend itself in any actions or disputes brought against the VILLAGE in connection with or as a result of this agreement and to hold harmless and indemnify the COUNTY and its officers and employees from any losses, claims, expenses, actions or judgments, including reasonable attorney's fees, as a result of the negligent or willful or wanton acts of the VILLAGE and VILLAGE police department. The COUNTY shall hold harmless and indemnify the VILLAGE and its officers and employees from any losses, claims, expenses, actions or judgments, including reasonable attorney's fees, as a result of the negligent or willful or wanton acts of the COUNTY in the performance of their duties under paragraph 2.0 of this agreement.
- B. The VILLAGE and the COUNTY shall maintain for the duration of this agreement, and any extensions thereof, at their own expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois, which generally require that the company(ies) be assigned a Best's Rating of "A" or higher with a Best's financial size category of class XIV or higher, or by membership in a governmental self-insurance pool, in at least the following types and amounts:
 - 1) Commercial General Liability in a broad form, to include but not limited to coverage for the following where exposure exists: bodily Injury and Property Damage, Premises/Operations, Independent contractors, Products/Completed operations, Personal Injury and Contractual Liability; limits of liability not less than \$500,000 per occurrence and \$1,000,000 in the aggregate;
 - 2) Business Auto Liability, to include but not limited to, bodily Injury and Property Damage, including owned vehicles, hired and non-owned vehicles and employee non-ownership; limits of liability shall not be less than \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability; and
 - 3) Workers Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must include Employer's Liability with minimum limits of \$100,000 for each incident.

- C. In reference to the insurance coverage maintained by the VILLAGE and the COUNTY, such policies shall not be canceled, limited in scope, or non-renewed until after thirty (30) days written notice has been given to the other party. Certificates of Insurance evidencing the above-required insurance shall be supplied to the other party with ten (10) days of approval of this agreement.
- D. The VILLAGE shall name the COUNTY as additional insured on all liability policies, which shall be pursuant to an additional insured endorsement in a form acceptable to the COUNTY. The VILLAGE acknowledges that any insurance maintained by the COUNTY shall apply in excess of and not contribute to, insurance provided under the VILLAGE's policy.
- E. The COUNTY shall name the VILLAGE as an additional insured on all liability policies, which shall be pursuant to an additional insured endorsement in a form acceptable to the VILLAGE. The COUNTY acknowledges that any insurance maintained by the VILLAGE shall apply in excess of, and not contribute to, insurance provided under the COUNTY's policy.

6.0 TERMINATION

- A. Either party may, with or without cause, terminate this agreement upon not less than sixty (60) days written notice delivered by mail or in person to the other parties.
- B. The VILLAGE shall be responsible for payment to the COUNTY for actual costs incurred through the proposed termination date. Said costs shall be calculated on a daily, pro-rated basis, based upon the contractual amounts cited above in paragraph 4.0 of this agreement. The COUNTY shall be responsible for the billing of said costs.
- C. The parties agree that they shall remain liable in accordance with paragraph 5.0 for all lawsuits filed for acts or omissions or any negligent, willful or wanton acts or omissions which occurred while a party to this Agreement.

7.0 NO ASSIGNMENT

Neither party shall assign this agreement without the prior written approval of the other party.

8.0 NO SUBCONTRACTORS

Neither party shall enter into subcontracts for any services provided for in this Agreement.

9.0 GOVERNING LAW

The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement

shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 22nd Judicial Circuit of McHenry County, Illinois, and the parties hereby consent to the personal jurisdiction thereof.

10.0 NO DISCRIMINATION

No person shall be illegally excluded from employment rights in, participation in, or be denied the benefits of, the program which is the subject of this agreement on the basis of race, religion, color, sex, age, disability or national origin.

11.0 SEVERABILITY

The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having force and effect of law, such decision shall not affect the remaining portions of this agreement.

12.0 NO AGENCY

The parties agree that nothing contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or constituting the VILLAGE (including its officers, employees and agents) as agents, representatives, or employees of the COUNTY for any purpose, or in any manner, whatsoever. Similarly, nothing contained herein is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or constituting the COUNTY (including its officers, employees and agents) as agent, representatives of the VILLAGE, for any purpose, or in any manner, whatsoever.

13.0 NOTICES

A. The VILLAGE agrees to promptly notify the COUNTY in writing of:

- 1) Any decision to terminate this agreement,
- 2) The receipt of notice of any claim or lawsuit involving the services provided under this agreement, and
- 3) The receipt of any written or verbal requests for inspection and/or copying of any documents relating in any manner whatsoever to the services provided by the COUNTY or the VILLAGE under this agreement as well as the VILLAGE or the VILLAGE's police department's proposed response thereto.

- B. All notices permitted or required under this agreement shall be transmitted only by personal delivery or by first class, certified or registered United States Mail to the following persons at the addresses stated:

To the COUNTY: Peter Austin, County Administrator
County of McHenry
2200 N. Seminary Ave.
Woodstock, IL 60098

To the VILLAGE: Jeanine Smith, Chief Administrative Officer
Village of Lakewood

,
2500 Lake Ave.
Lakewood, IL 60014

14.0 ENTIRE AGREEMENT

- A. It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof.
- B. Any alterations, amendments, deletions or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hand as written below:

VILLAGE OF LAKEWOOD

By: _____
 J Carl Davis, President
 Village of Lakewood

Date: _____

COUNTY OF MCHENRY

By: _____
 Jack Franks, Chairman
 McHenry County Board

Date: _____

ATTEST:

 Joseph J. Tirio
 McHenry County Clerk and *Ex-officio*
 Clerk of the McHenry County Board

Date: _____