Agenda Item # 25

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS

REGULAR JUNE, A.D., 2007 SESSION

TUESDAY, JUNE 12, 2007

MADAM CHAIRMAN AND MEMBERS OF THE COUNTY BOARD:

Your Law and Judicial Committee and Financial and Administrative Committee present herewith a Joint Resolution authorizing the Chair of the Board and the Chair of the Lake County Emergency Telephone System Board to execute an intergovernmental agreement with the Village of Fox Lake for the purpose of utilizing the Lake County Computer Aided Dispatch System, and request its adoption.

Respectfully submitted,

	Aye	Nay
CHAIR	✓	
VICE CHAIR	✓	
	✓	
	✓	
	✓	
	✓	
LAW AND JUDICIAL COMMITTEE		

	Aye	Nay
CHAIR	X	
VICE CHAIR	✓	
	✓	
	✓	
	✓	
	✓	
FINANCIAL AND ADMINISTRATIVE COMMITTEE		

LAKE COUNTY/VILLAGE OF FOX LAKE
INTERGOVERNMENTAL AGREEMENT FOR
UTILIZATION OF THE LAKE COUNTY
COMPUTER AIDED DISPATCH SYSTEM

This Agreement is entered into by and between the County of Lake, a body politic and corporate, hereinafter referred to as the "COUNTY," and the Village of Fox Lake, a municipal corporation, hereinafter referred to as the "CONTRACTOR."

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

WHEREAS, the CAD is an automated police and fire call dispatch system utilizing computer access to address, incident, and resources information and the related computer hardware which is owned and operated by the ETSB; and

WHEREAS, the CONTRACTOR is desirous of contracting 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.

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

WHEREAS, THE contractor 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 herein, 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 on a monthly basis. CONTRACTOR's obligation to pay its costs shall survive any termination of this Agreement.

3. In addition, the CONTRACTOR 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 CONTRACTOR's use of the Software with the CAD results in the need for ETSB to provide for additional disc storage space, the CONTRACTOR shall also be responsible for this additional cost. This CONTRACTOR additional disc storage space amount will be calculated based on a proration of the CONTRACTOR's software disc storage space in the COUNTY's ETSB system. The COUNTY's ETSB will provide 60 (sixty)-day written notice to CONTRACTOR of these increased costs if the situation occurs. COUNTY's ETSB acknowledges that other CAD use Agencies may want to avail themselves of the use of the Software. CONTRACTOR will be responsible for reaching separate, direct cost-sharing agreements with the respective Agencies. CONTRACTOR must provide the COUNTY's ETSB with written notice of the names of the proposed additional user Agencies 30 (thirty) days prior to the effective date of the CONTRACTOR/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 CONTRACTOR as a contract CAD user, 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.

5. 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.

6. 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 1st of each subsequent year that this Agreement remains in effect, additional annual costs of connection of $6,000.00 (Six Thousand U.S. Dollars). 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.

7. 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.

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 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.

9. 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 effect a waiver of CONTRACTOR's obligation to pay.

10. 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.

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 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 thirty (30) days of cancellation or material change of said coverages. Said 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.

13. The term of this Agreement shall be from May 1, 2007 to April 30, 2009, provided, however, that either party shall have an absolute right to terminate this Agreement with or without cause upon sixty (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.

14. 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.

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 COUNTY:	Amy McEwan Assistant County Administrator 18 N. County Street, 9th Floor Waukegan, IL 60085
Copy To:	Jeannine Martin LCETSB Coordinator 1303 N. Milwaukee Ave. Libertyville, IL 60048
To Municipalities:	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 hereafter written.

COUNTY OF LAKE:

Date: _____ By: _____

Suzi Schmidt, Chairman
Lake County Board

By: _____

David Dato, Chairman
Lake County Emergency Telephone System Board

Attest: _____

Willard R. Helander
Lake County Clerk

MUNICIPALITIES

Date: April 24, 2007 By: Cindy Irwin

Village of Fox Lake
Cindy Irwin
Mayor

Attest: Samantha Weeks

Samantha Weeks
Village Clerk