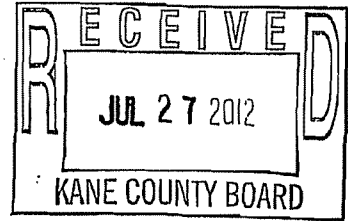


County of Kane
Office of County Board
Kane County Government Center



Karen McConnaughay
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188

Forest Preserve

DOCUMENT VET SHEET

for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: 911 Emergency Communications Dispatch Services Agreement
Submitted By: Jennifer Baustian, Director-KaneComm
Date Submitted: July 25, 2012

Examined By: Joseph Cullen
(Print Name)
Joseph Cullen
(Signature)
8-15-12
(Date)

Post on Web: Yes No Atty Initials JML

Comments: Document was reviewed by special assistant state's attorney Ken Shepro, assistant state's attorney Joseph Lulves and Chairman McConnaughay prior to presentation to, and approval by, the KaneComm Board, Judicial and Public Safety Committee and Executive Committee before being unanimously passed by resolution by the County Board on April 10, 2012.

Chairman Signed: Yes No Date: August 14, 2012

Document Returned To: _____

9-1-1 Emergency Communications Dispatch Services Agreement

THIS AGREEMENT is made and entered into this first day of May 1, 2012, by and between Kane County (hereinafter referred to as "County") and the Forest Preserve District of Kane County as the governing body responsible for providing the budget and funding for a public safety agency (hereinafter referred to as "Subscriber").

WHEREAS, the Subscriber desires to participate in a regional public safety communications and emergency 9-1-1 dispatch system (hereinafter referred to as "KaneComm") per Chapter 8 Section 5 of the Kane County Code attached hereto as Exhibit A; and

WHEREAS, the Subscriber desires to contract with the County for all necessary 9-1-1 communications and dispatch services; and

WHEREAS, the County, through KaneComm, is willing and able to furnish such services on a mutually agreeable cost sharing plan; and

WHEREAS, the Kane County Emergency Communications Board (hereinafter referred to as "KaneComm Board") has established fees and charges for Subscribers, and

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY OBLIGATIONS

- A. The County shall provide all answering services of the Emergency 9-1-1 telephone number.
- B. Such services shall be provided twenty-four (24) hours a day, seven (7) days a week.
- C. The County shall provide all urgent, non-emergency answering of a secondary back-up telephone number for the dispatch of Subscriber police, fire, medical or other emergency service response units. This shall not include the answering of administrative or after hours telephone lines associated with Subscribers.
- D. The County shall provide emergency and routine dispatch of Subscriber police, fire and emergency medical units.
- E. Should any amendment be made to the governance or oversight of KaneComm or to the Kane County Code as it applies to KaneComm without the expressed approval of the subscribers this agreement shall become null and void.

2. TERM AND RENEWAL OF THE AGREEMENT:

- A. The initial term of this Agreement shall be for five (5) years commencing April 1, 2012 and ending on March 31, 2017, unless sooner terminated as provided herein.
- B. Following completion of the initial five (5) year term, this Agreement shall automatically be renewed for successive periods of one year, unless an agency notifies the County of its intention to withdraw.
- C. During the initial five (5) year term, a Subscriber may withdraw from the KaneComm system upon a payment of such amount as is necessary to maintain the anticipated cost structure set forth herein for the remaining Subscribers for the balance of the initial 5 year term. For purposes of calculating said amount and calculating the future contributions of the remaining Subscribers, KaneComm will assume the same CFS percentage for the withdrawing Subscriber as exists for that withdrawing Subscriber at the time of the withdrawal.

- D. The KaneComm Director shall provide the Subscribers with an assessment of Call for Service (hereinafter referred to as "CFS") activity levels on a bi-annual basis commencing on July 1, 2012.
- E. Each Subscriber agrees that the withdrawal of any Subscriber from the KaneComm system shall result in an automatic revised assessment of remaining Subscriber CFS activity levels for all purposes set forth herein.
- F. A Subscriber may terminate its participation herein upon written notice to the KaneComm Director no later than September 30 of the fiscal year preceding the requested termination of services.
- G. Any Subscriber withdrawing from KaneComm is committed to any debt incurred by that Subscriber while a member of KaneComm.

3. SERVICE QUALITY AND CONDITIONS

- A. Measureable performance standards shall be established and reviewed annually by the KaneComm Board. The KaneComm Director shall provide quarterly reports on performance status/measures.
- B. KaneComm shall adhere to current industry standards as dictated by the Association of Public Safety Communications Officials (APCO) and National Emergency Number Association (NENA). KaneComm shall also remain in compliance with the standards set forth by the National Fire Protection Association, Commission on Accreditation for Law Enforcement Agencies (CALEA) and the Insurance Service Office Inc. (ISO) as it relates to Emergency Communications.
- C. The KaneComm Director agrees to work closely with the Subscribers to ensure appropriate levels of dispatch service. All procedures related to Subscriber dispatch operations shall be developed on a collaborative basis with all Subscribers.
- D. The KaneComm Director will promptly investigate any complaints received from any Subscriber or citizen and a response will be made to the complainant in a timely manner.

4. CALCULATION OF TOTAL COSTS:

- A. "Total Cost" is the amount due from each Subscriber on an annual basis under the terms of this Agreement. Total Cost is comprised of 2 components, a "Base Fee" and a "Usage Fee." Both the Base Fee and the Usage Fee are calculated using the Subscriber's Percentage of Calls for Service (or "CFS Percentage"). A Subscriber's CFS Percentage shall be determined by dividing the total number of calls for service attributed to an individual Subscriber for the sample period, by the total number of calls for service handled by KaneComm for all Subscribers for the same sample period.

$$\frac{\text{Calls for Service for Subscriber}}{\text{Total Calls for Service for KaneComm}} = \text{Subscriber's CFS Percentage}$$

BASE FEE:

The annual Base Fee shall be calculated in accordance with the following table of charges:

| Subscriber's CFS Percentage | Base Fee |
|------------------------------------|-----------------|
| <1 | \$5,000 |
| 1 - 10.99 | \$10,000 |
| 11 - 20.99 | \$15,000 |
| 21 - 30.99 | \$20,000 |
| ≥31% | \$25,000 |

USAGE FEE

The annual Usage Fee shall be calculated as follows: The total amount of the KaneComm Operating Budget, less the Base Fees, divided among the Subscribers according to their respective CFS Percentages.

(KaneComm Operating Budget – Base Fees) x Subscriber's CFS Percentage

- B. After the first year of this Agreement, the Total Costs for any individual Subscriber shall not increase by more than five percent (5%) over the previous fiscal year (hereafter the "5% Cap"). The 5% Cap shall not apply in the event that an individual Subscriber's call volume has increased by more than 50% over the previous year's call volume. The annual adopted operating budget of KaneComm shall determine the overall increase for Subscribers up to the 5% Cap amount if necessary. Any shortfall shall be the obligation of the County.
- C. The Sample Period shall be July 1 through June 30. CFS Percentages for Subscribers for the first year under this Agreement shall be based upon the last sample period or, in the case of new Subscribers without prior KaneComm call history, the anticipated call volume presented by the new Subscriber at the time of subscription.

5. IMPLEMENTATION COST:

KaneComm shall levy a one-time non-refundable "Implementation Fee" for new Subscribers in the amount of 2% of KaneComm's current fiscal year's adopted annual operating budget (this obligation applies to all new Subscribers regardless of size or call volume of the agency). Implementation Fees shall be deposited in equal portions to the KaneComm Contingency and KaneComm Reserve funds respectively. The Implementation Fee is independent of and in addition to the Total Costs to be paid by the Subscriber as set forth in Section 4.

6. DETERMINATION OF CALLS:

The CFS volume shall be determined using data derived from the New World Systems Computer Aided Dispatch Application.

7. RESOLUTION

Each Subscriber shall furnish a certified copy of a resolution authorizing the Subscriber to enter into a 911 Service Subscriber Agreement which resolution shall be attached hereto and made a part hereof.

8. KANECOMM EQUIPMENT:

For purposes of performing the services outlined in section (3) above, KaneComm shall furnish and supply all necessary personnel, supervision, administration, equipment and supplies. KaneComm shall also provide all necessary telephony in support of this service at its facility, including lines and databases.

9. COMMUNICATION EQUIPMENT:

All Subscribers shall operate on the KaneComm radio frequencies in order to establish and maintain an enhanced level of service for the purpose of safety for all personnel. Subscriber agrees to furnish and to pay for the installation of equipment that meets or exceeds minimum compatibility with the communications infrastructure to include purchasing, maintaining and repairing their own base, mobile and portable radio equipment, as well as any direct landlines from the 911 emergency communications center to their individual stations and offices required for direct ring down phone boxes. Subscribers may alternatively deed existing compatible equipment to KaneComm if applicable in lieu of purchasing new equipment. Current recommendations of compatible equipment shall be furnished by the KaneComm Director upon request.

10. FACILITIES:

Kane County shall provide the facility and utilities for 911 operations including all personnel and equipment as outlined above and shall provide for the maintenance thereof.

11. BUDGET:

- A. An annual operating budget shall be prepared by the KaneComm Director with cost allocations for each Subscriber and shall be distributed to the Subscribers by November 30 of each year or as soon as it has been adopted by the Kane County Board.
- B. 1% of the annual operating budget shall be allocated in equal portions to the KaneComm Contingency and KaneComm Reserve funds respectively on an annual basis.

12. PAYMENTS:

KaneComm shall provide each Subscriber with an invoice of the Total Cost due--calculated as provided in Section 4--which shall be payable within sixty (60) days of receipt. Invoices shall be processed annually on the first day of July. Payments made later than thirty (30) days after the due date shall be subject to an interest penalty of one percent (1%) on any unpaid balance for each month or fraction thereof after the due date until final payment is made.

13. PROCUREMENT:

Kane County Procurement policies shall govern with regard to all purchases and procurements as they relate to KaneComm.

14. INSURANCE:

Subscribers shall provide to the KaneComm Director proof of liability insurance within thirty (30) days of acceptance of this Agreement. Subscriber shall notify the KaneComm Director in the event of any changes to or cancellation of said liability insurance.

15. GOVERNING LAW:

This Agreement shall be governed and construed in accordance with the laws of the State of Illinois. Any claim, action, suit, or proceeding arising from or relating to this Agreement shall be brought and conducted within the Sixteenth Judicial Circuit of Kane County.

16. INDEMNIFICATION AND HOLD HARMLESS:

- A. Except as set forth in Paragraph 16(B), each Subscriber shall indemnify and hold harmless the County, the KaneComm Board, its agents, officials, and employees from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the County as a consequence of this Agreement other than as the result of the alleged negligent or wrongful acts or omissions of the County, KaneComm, or their agents, officials, and employees.
- B. Except as set forth in Paragraph 16(A), County hereby agrees to indemnify, and save harmless each Subscriber, its officers, agents, employees, and authorized volunteers of and from any and all claims, demands, judgments or decrees made or rendered against the Subscriber, its officers, agents or employees by reason of any injury, death or damage suffered or sustained by any person or entity caused by, or alleged to have been caused by the negligent act or omission or willful misconduct of County under this agreement.

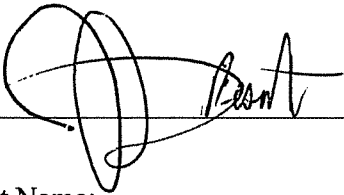
17. SEVERABILITY:

If any terms or provisions of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular terms or provision held invalid.

18. EXECUTION IN COUNTERPARTS:

This Agreement may be executed in counterparts and each counterpart when executed shall be deemed as one and the same document.

ON BEHALF OF THE SUBSCRIBER:



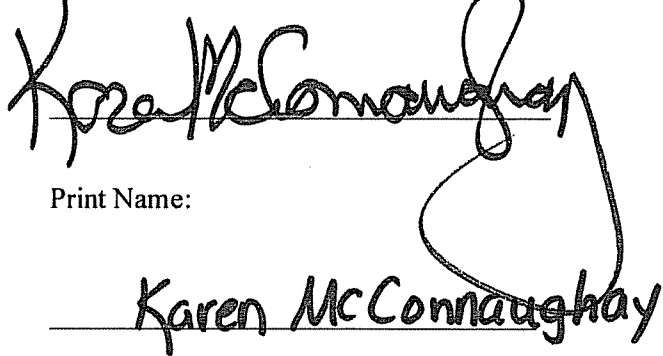
Print Name:

John J. Noschetti

Title:

PRESIDENT

ON BEHALF OF KANE COUNTY:



Print Name:

Karen McConnaughay

Title:

Chairman