



*At the Heart of Community*

POLICE DEPARTMENT

200 Mohawk Trail  
Lake Zurich, Illinois 60047

(847) 719-1690  
LakeZurich.org

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## MEMORANDUM

Date: April 30, 2018

To: Ray Keller – Village Manager *PK*

From: Steven D. Husak – Chief of Police

Subject: **Intergovernmental Agreement with the Village of Island Lake for Dispatch Services**

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**Issue:** The Village of Lake Zurich has provided public safety radio dispatch services to the Village of Island Lake since 2013. The original five year agreement expires in 2018 and needs to be updated.

**Analysis:** The parties to the original agreement desire to continue the provision of services as revised by the intergovernmental agreement attached to the Resolution as Exhibit A (the “Revised Agreement”). Attorneys from the parties have reviewed and approve of the attached agreement. The Village of Island Lake has approved the agreement.

**2014-2019 Strategic Plan:** This agenda item is consistent with the following Goals and Objectives of the Strategic Plan.

- Goal # 1 – Financial Sustainability - *Identify opportunities to provide services to other agencies.*

**Recommendation:** Accept the Resolution approving a dispatch services agreement among the Village of Lake Zurich and the Village of Island Lake.

***Amended and Restated Dispatch Services Agreement  
Between the Village of Lake Zurich  
and the Village of Island Lake***

This Amended and Restated Agreement is made and entered into as of this \_\_\_\_\_ day of April 2018, by and between the Village of Lake Zurich, Lake County, Illinois an Illinois municipal corporation (“Lake Zurich”), and the Village of Island Lake, Lake County, Illinois, McHenry County, Illinois, an Illinois municipal corporation (“Island Lake”) (Lake Zurich and Island Lake shall be referred to collectively as the “Parties”),

**WITNESSTH**

WHEREAS, Lake Zurich and Island lake executed a police dispatch agreement dated February 14, 2013 (“Prior Agreement”) and both parties desire to fully amend and restate the Prior Agreement by executing this Agreement; and

WHEREAS, Lake Zurich and Island Lake desire to enter into this Agreement on or about May 1, 2018, under which Lake Zurich agrees to provide Island Lake with certain public safety radio dispatch services utilizing personnel and equipment maintained and operated by Lake Zurich; and

WHEREAS, Island Lake ( the “Recipient”) desires to enter into this Agreement with Lake Zurich to continue the mutually beneficial arrangement regarding public safety radio dispatch services provided by Lake Zurich; and

WHEREAS, the Parties have the power and authority to enter into this Agreement pursuant to the provisions of Article VII, section 10 of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act, as amended, 5 ILCS 220/1 et. Seq., and other applicable authority;

NOW, THEREFORE, for and in consideration of the mutual covenants herein made and pursuant to all applicable statutes and local ordinances, and for other good and

valuable consideration the receipt and sufficiency of which are hereby mutually acknowledged, the Parties do hereby agree as follows:

**Section 1. Recitals.**

The foregoing recitals are by this reference incorporated herein and made a part hereof.

**Section 2. Dispatch Services Provided by Lake Zurich.**

Lake Zurich hereby agrees that its radio dispatchers/telecommunicators shall accept and monitor the emergency telephone numbers of Island Lake in order to obtain information to assign calls-for-service and monitor traffic on police and fire radio frequencies, maintain a log of all such communications (electronic or written), relay information received by such means to Island Lake's on-duty police personnel by means of voice radio and mobile data communications, monitor communications from and between Island Lake's police personnel and relay messages as necessary, and accurately input and update call-for-service information into the computer aided dispatch (CAD) system.

Lake Zurich shall provide dispatch services continuously, 24 hours a day, seven days a week, including all State of Illinois and Federal holidays; provided, however, that dispatch services shall be provided to Island Lake only to the extent possible utilizing Lake Zurich's dispatch personnel and equipment. In the event of immediate, overlapping needs for dispatch services, the calls, when possible, shall have priority in accordance with the seriousness of the service requested. The term "priority" shall have the meaning determined therefore by the Joint Operations Committee and the Lake County ETSB, as the Joint Operations Committee is defined in Section 8 of this Agreement, and approved by the Lake Zurich Board of Trustees.

**Section 3. Dispatch Services Disruption or Failure; Waiver.**

If dispatch services are disrupted or fail for any reason, due to an event, condition or circumstance beyond the reasonable control of Lake Zurich, Lake Zurich shall notify Island Lake of such disruption as soon as practicable and shall inform Island Lake of the nature of the disruption or failure, if known, as well as the expected length of time before dispatch services are restored. Lake Zurich also shall notify Island Lake as soon as

dispatch services are restored. Island Lake hereby waives and releases any and all claims or causes of action against Lake Zurich for costs, fees, claims, or expenses incurred by Island Lake that arise out of or relate in any way to any such disruption or failure of dispatch services.

**Section 4. Determination and Payment of Costs.**

Pursuant to this Agreement, Island Lake agrees to pay Lake Zurich an annual fee for dispatch services as follows:

May 1, 2018 to April 30, 2019 - \$135,000.00

May 1, 2019 to April 30, 2020 - \$139,050.00

May 1, 2020 to April 30, 2021 - \$143,221.50

The annual fees for years two and three reflect a 3% increase.

- A. Time for Payment: Island Lake shall pay to Lake Zurich the dispatch service fee for each year during the term of this Agreement. Island Lake shall pay the monthly installment to Lake Zurich by the 15<sup>th</sup> of each month. There shall be no discount for any lump-sum pre-payment of annual dispatch service fees. Alternative payment options, including quarterly or annual payments may be arranged if mutually acceptable by both Island Lake and Lake Zurich. For purposes of this Agreement, a year will begin May 1<sup>st</sup> and end April 30<sup>th</sup>.
- B. Conditional Right to Deny Services: Lake Zurich shall have the right, in the exercise of its sole and absolute discretion based on factors such as system capacity, personnel, costs, payments, location, and similar factors, to deny dispatch services for any extraterritorial area (any area proposed to be added to this agreement that is not currently within the municipal boundaries of the Village of Island Lake) unless such area is reviewed and recommended by Lake Zurich in advance of the commencement of police services or dispatch services to such area.

**Section 5. Effective Date, Term and Termination:**

This Agreement shall commence on May 1, 2018 and shall remain in full force and effect until April 30, 2021. Upon full execution of this Agreement, the Prior Agreement shall

be deemed void. It is understood that Lake Zurich is not incurring any additional dispatch expenses by executing this agreement and, for that reason, either party hereto may, without penalty, and for any reason or no reason at all, cancel this Agreement prior to its natural termination on April 30, 2021. At any time during the term of the Agreement, if there are any additional costs being proposed which are based in whole or part on Island Lake's membership, use or continued use of the system, prior to incurring such costs, Island Lake will be notified and will either provide its written consent/agreement to the expenditure and assume responsibility for its pro rata share of such costs or will terminate this Agreement.

**Section 6. Maintenance of the Radio System.**

The Village of Lake Zurich agrees to maintain the current radio systems as the systems exist at the initiation of this Agreement. Island Lake shall be responsible for procuring, programming, and maintaining their Lake Zurich compatible mobile and portable radio equipment for use by their personnel on this system. However, any upgrade to the Lake Zurich radio system due to Island Lake's expansion of public safety services or Island Lake's provision of public safety services to another unit of local government will be the sole responsibility of Island Lake. All equipment necessitated by any expansion of the public safety services must be compatible with the radio system used by the Lake Zurich 9-1-1 Dispatch Center. Any modification of the radio system used by the Lake Zurich 9-1-1 Dispatch Center required by this expansion will be performed by a radio service provider chosen by Lake Zurich. All costs associated with the expansion of public safety services will be paid by the agency responsible for the expansion.

The base radio stations, dispatch radio stations, antennas, satellite receivers, and other related radio equipment remain the property of Lake Zurich. With obsolescence and changing regulatory requirements Lake Zurich may from time-to-time upgrade the radio infrastructure. Changes will be communicated to all partner agencies well in advance in implementation.

**Section 7. Upgrade of Telephone System.**

Island Lake agrees that any changes in their service area that requires installation of additional, or an upgrade to, existing telephone equipment to the Village of Lake Zurich Public Safety Answering Point, 9-1-1 Dispatch Center shall be the sole expense of Island Lake.

**Section 8. Joint Operations Committee.**

The Joint Operations Committee comprised of a single representative from each Lake Zurich dispatch partner, may convene from time-to-time to discuss issues that mutually affect all partners. A representative from the Village of Lake Zurich shall serve as chairperson of the Joint Operations Committee. Unless prohibited by law from doing so, all dispatch partners agree to operate under a standardized operational procedure as prescribed by Lake Zurich and the Lake County Emergency Systems Telephone Board (ETSB). Procedural issues and day-to-day operations will be addressed by the Lake Zurich Police Department. It is expressly understood that Lake Zurich is responsible for the management of dispatch personnel.

**Section 9. Enforcement.**

The Parties hereto may, in law or in equity, by suit, action, mandamus, or any other proceeding including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that each Recipient agrees that it shall not seek, and does not under any circumstances have the right to seek, to recover any judgment for monetary damages against Lake Zurich or any Lake Zurich elected or appointed officials, agents, representatives, attorneys, or employees on account of the negotiation, execution, performance, or breach of any of the terms or conditions of this Agreement, except only against Lake Zurich in the event of a willful and malicious failure and refusal by Lake Zurich to provide dispatch services in accordance with the terms of this Agreement. In the event of a judicial proceeding brought by any of the Parties to this Agreement against another Party for enforcement or for breach of any provision of this Agreement, the prevailing party in such judicial proceeding shall be entitled to reimbursement from the unsuccessful Party of all costs and expenses,

including reasonable attorney's fees, incurred in connection with such judicial proceeding.

**Section 10. Indemnity.**

Island Lake shall defend, indemnify and hold harmless Lake Zurich, and its officers, agents and employees, from any and all liability, losses, costs, damage or expense, or injury to person or property, including reasonable attorneys' fees, arising out of the execution of this Agreement, the performance of any act pursuant to this Agreement, or the termination of this Agreement in accordance with its terms, with the exception of any liability, losses, costs, damage or expense, or injury to person or property arising out of or resulting from either: (1) the sole action, or malfeasance of Lake Zurich, or its officers, agents and employees in the performance or non-performance of any act pursuant to the Agreement; or (2) except as otherwise provided in Section 2 and 3 of this Agreement from Lake Zurich's inability or failure to perform its obligations under this Agreement.

Lake Zurich shall defend, indemnify and hold harmless Island Lake, and its officers, agents and employees, from all and any liability, losses, costs, damage or expense, or injury to person or property, including reasonable attorneys' fees, arising out of or resulting from the sole action, or malfeasance of Lake Zurich or its officers, agents or employees in the performance or non-performance of an act pursuant to this Agreement or except as otherwise provided in Section 2 and 3 of this Agreement Lake Zurich's inability or failure to perform any provisions of this Agreement.

The above indemnities are for the performance or omission of any act pursuant to this Agreement or the termination of this Agreement according to its terms. Any liability of one Party to the other incurred during the term of this Agreement, or any extensions hereof, shall not be extinguished.

**Section 11. Appropriations.**

To the extent permitted by applicable law, Lake Zurich agrees to appropriate annually such funds as may be reasonably necessary to provide dispatch services pursuant to this

Agreement. Island Lake agrees to appropriate annually all funds necessary to make payments to Lake Zurich pursuant to this Agreement.

**Section 12. Amendments; Waivers.**

This Agreement and the rights created by this Agreement may not be amended, modified, or waived in any respect except by written agreement expressly referring to this Agreement and duly validly authorized, executed, and delivered by all of the Parties hereto.

**Section 13. Tort Immunity.**

Nothing in this Agreement shall express or imply any limitation to or waiver of the tort immunities provided to Lake Zurich or Island Lake and their respective employees, as provided by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1, et seq.).

**Section 14. Notices.**

All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof when delivered in person at the address set forth below or three business days after deposit thereof in any main or branch United States post office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the Parties, respectively, as follows:

For notices and communications to Lake Zurich:

Village Manager  
Village of Lake Zurich  
70 East Main Street  
Lake Zurich, Illinois 60047

For notices and communications to Island Lake:

Village Administrator  
Village of Island Lake  
3720 Greenleaf Ave.  
Island Lake, Illinois 60042



By notice complying with the foregoing requirements of this Section 14, each Party shall have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of such change of address shall be effective until actually received.

In Witness Whereof, the Parties have set their hands and affixed their seals on the date first above written.

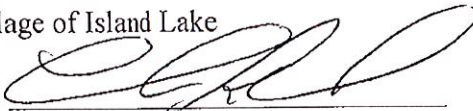
Village of Lake Zurich

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Village Clerk

Village of Island Lake

By:   
\_\_\_\_\_  
President

Attest:

  
\_\_\_\_\_  
Village Clerk