VILLAGE OF MAPLE PARK, KANE AND DEKALB COUNTIES

RESOLUTION 2017-04 Approved: June 6, 2017

AUTHORIZING THE VILLAGE PRESIDENT OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAPLE PARK, COUNTIES OF KANE AND DEKALB, ILLINOIS, TO EXECUTE A 911 EMERGENCY COMMUNICATIONS DISPATCH SERVICES AGREEMENT WITH KANE COUNTY EMERGENCY COMMUNICATIONS “KANECOMM.”

WHEREAS, the village of Maple Park (the “Village”) is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., and

WHEREAS, the Village desires to contract with Kane County Emergency Communications “KaneComm” for all necessary 911 communications and dispatch services, and

WHEREAS, the President and Board of Trustees of the Village finds it is in the best interest of the Village of Maple Park to approve and to authorize such agreement, now therefore,

BE IT RESOLVED by the Board of Trustees of the Village of Maple Park, Counties of Kane and DeKalb, Illinois, as follows:

Section 1. The recitals set forth above are incorporated and made a part hereof.

Section 2. That the Agreement, in substantially the same form as attached to this Resolution by Exhibit “A” and incorporated herein by reference, is approved and accepted by the Village.

Section 3. The President is authorized to execute the Agreement on behalf of the Village and, as may be required, the Village Clerk to attest to the same.

Section 4. That this Resolution shall be in full force and effect from and after its adoption and approval.

PASSED by the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois at its regular Board meeting held on June 6, 2017.

Ayes: Dries, Goucher, Harris, Dalton, Higgins
Nays: None

Kathleen Curtis, Village President

ATTEST:

Elizabeth Peerboom, Village Clerk
KaneComm
Kane County Emergency Communications Dispatch Service Agreement
KaneComm Dispatch Services Agreement

This Agreement is made and entered into as of this 17th day of April, 2017, by and between the County of Kane, Illinois (hereinafter referred to as “County”), and the Maple Park Police Department (hereinafter referred to as the “Subscriber”). The foregoing are sometimes also referred to as the “Parties” or “Party”.

WITNESS

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, and;

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 dispatch Code attached hereto as Exhibit A, 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 the “KaneComm Board”) has established fees and charges for Subscribers, and;

WHEREAS, the Parties desire to better define the services to be provided and to reduce their agreement regarding the provision of such services to writing by means of a formal agreement.

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:

A. Services to be Provided by KaneComm

a) KaneComm shall provide all answering services of the Emergency 9-1-1 telephone number. Such services shall be provided twenty-four (24) hours a day, seven (7) days a week.

b) KaneComm 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.
c) KaneComm shall provide emergency and routine dispatch of Subscriber police, fire and emergency medical units, as well as Kane County Court Services, Kane County Coroner, and Kane County Office of Emergency Management.

B. Subscriber’s Responsibilities

a) Subscribers are responsible for the purchase and maintenance of Subscriber-owned mobile, portable and fixed (base station) radio equipment that is compatible with KaneComm’s radio system for use by their personnel as set forth in Exhibit B hereto. Such equipment remains the property of each Subscriber. Equipment shall meet or exceed specifications established by KaneComm.

b) Each Subscriber shall also be responsible for all costs associated with any direct landlines and / or ringdown telephone lines and associated equipment from their individual stations and / or offices to the 9-1-1 emergency communications center.

c) Mobile Computing and New World Records Management Systems are not covered by this agreement.

C. Term of the Agreement

a. The initial term of this Agreement shall be for five (5) years commencing December 1, 2017 and ending on November 30, 2022, unless sooner terminated as provided herein.

b. Budget Projections for Fiscal Years 2018 through 2022 are contained in Exhibit C.

c. Subscriber fee projections for Fiscal Years 2018 through 2022 are contained in Exhibit C. Specifically, Subscriber fees reflected in Exhibit C to be charged under this agreement are for services provided by KaneComm for:

<table>
<thead>
<tr>
<th>FY 18</th>
<th>Fee Covers</th>
<th>December 1, 2017 through November 30th, 2018</th>
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<tr>
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<td>Fee Covers</td>
<td>December 1, 2018 through November 30th, 2019</td>
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<td>December 1, 2019 through November 30th, 2020</td>
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<td>Fee Covers</td>
<td>December 1, 2020 through November 30th, 2021</td>
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<tr>
<td>FY 22</td>
<td>Fee Covers</td>
<td>December 1, 2021 through November 30th, 2022</td>
</tr>
</tbody>
</table>

d. Should the KaneComm Board recommend and the Kane County Board adopt a budget for KaneComm where expenses exceed the projected revenue in a particular Fiscal Year, any excess of expenses over revenue shall be divided amongst subscribers using a three-year average of call volume (percentage of call volume) to divide the excess expenses based on the Subscriber’s use.

e. At the end of the initial 5-year term, the Agreement shall automatically renew for successive periods of one-year unless a subscribing agency wishes to withdraw and terminate this Agreement as set forth herein. Each Subscriber’s fee for years six and
beyond shall be calculated at the rate of 105 percent of the preceding year’s Subscriber Fee (i.e. the Subscriber’s Fee for 2023 shall be 105% of the same Subscribers fee for 2022).

D. Termination of Agreement

a. During the initial term of this agreement, any Subscriber may withdraw from participation in KaneComm and terminate this Agreement upon full payment of all fees to be paid under this agreement for the remainder of the initial 5-year term of the agreement.

b. Any Subscribing Agency wishing to withdraw and terminate the Agreement must provide notice, as set forth herein, prior to September 1st of the fiscal year preceding the requested termination of services. Any subscriber withdrawing from the KaneComm system at the conclusion of the fifth year of this Agreement is responsible for Subscriber fees for the year following notice of termination.

c. Any Subscriber terminating this Agreement is also responsible for their portion of any debt incurred by that Subscriber while a member of KaneComm.

E. Additional Considerations Specific to an Individual Subscribing Agency

Additional considerations specific to an individual subscribing agency, if any shall be documented in writing and attached to this Subscriber Agreement as Exhibit D.

F. Special Assessments

During the term of this agreement or subsequent renewals, should Fire and / or Police Subscribers desire additional services not already contained in this agreement, or services not already covered by the KaneComm budget, a special assessment shall be levied to recover said cost of providing those services.

G. Payments

KaneComm shall provide each Subscriber with an invoice of the Total Cost due – calculated as provided in Section C – 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.

H. Performance

a. Wherever possible, 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.

b. 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.

c. 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.

I. 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.

J. Procurement

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

K. Insurance

Subscriber shall maintain minimum indemnity limits of not less than $1M per person, $2M aggregate and shall name KaneComm/Kane County as an additional insured on a primary and noncontributory basis.

In the event that the participating (subscriber) municipality or unit of government is self-insured or a participant in a risk pool, Kane County/Kane Comm. should be similarly protected by the risk pool or collective liability sharing entity.

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.

L. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

M. Place of Venue

Any claim, action, suit, or judicial proceeding arising from or relating to this Agreement shall be instituted only in the Sixteenth Circuit Court of Kane County, Illinois.
N. Indemnification and Hold Harmless

Each Party shall, and does agree to, indemnify the other Party and its elected and appointed offices, officials, attorneys, employees, and hold them harmless from any claim, injury, or loss, no matter how sustained, arising out of or related in any way to the provision of police, fire protection, or emergency medical dispatch services by KaneComm, or the use of, or the disruption or failure of, Dispatch Services pursuant to this Agreement. It is expressly understood by both Parties to this Agreement, that the obligation to indemnify each Party as set forth above does not apply to any act, failure to act, or conduct of the other Party, its officers, officials, attorneys, or employees for the negligent or willful or wanton acts and omissions of such persons. Each party agrees to jointly defend against any claim or action brought against any of the Parties related to Dispatch Services to the extent of such Party’s relative degree of culpability.

O. 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.

By notice complying with the foregoing requirements of this Section, 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.

P. Assignment

Neither Party shall assign this Agreement or any of the rights and duties hereunder without the prior written consent of the other Party.

Q. Severability

If any terms or provisions of the 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 provision 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.

R. Entire Agreement

This is the entire Agreement between the Parties with respect to the subject matter contained in this Agreement. This agreement supersedes any and all previous agreements. Except as expressly provided to the contrary, the provisions of this
Agreement are for the sole benefit of the Parties and not for the benefit of any other person(s) or legal entity.

S. Notices

a. 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:

b. For notices to KaneComm:

   Executive Director
   KaneComm
   719 S. Batavia Avenue, Building C
   Geneva, Illinois 60134

c. For notices to the Subscriber:

   Police Chief, Maple Park Police Department
   PO Box 148, 306 Willow Street
   Maple Park, Illinois 60151

T. IN WITNESS WHEREOF, the Parties have set their hands and affixed their seals on the date first above written.

ON BEHALF OF THE SUBSCRIBER

\[\text{Signature}\]

Kathleen Curtis

Print Name

Village President

Title

Date

ON BEHALF OF KANE COUNTY

\[\text{Signature}\]

\[\text{Signature}\]

\[\text{Print Name}\]

\[\text{Print Name}\]

\[\text{Title}\]

\[\text{Title}\]

\[\text{Date}\]

\[\text{Date}\]
Article 8.5
KANE COUNTY EMERGENCY COMMUNICATIONS BOARD

8.5-1: CREATION OF KANECOMM:

The Illinois commerce commission has directed and authorized local units of government to establish and operate public safety answering points ("PSAP"). The Kane County PSAP shall be known as Kane County emergency communications ("Kanecomm") which is created for the receipt of a request for emergency services; and whereby pertinent information is noted by the recipient of a telephone request for such services, and is relayed to the appropriate public safety agency or other provider of emergency services for dispatch of an emergency service unit so as the proper action may be taken. (Ord. 11-398, 12-13-2011)

8.5-2: BOARD CREATED:

There is hereby established the Kane County emergency communications board ("Kanecomm") with the duties, responsibilities and membership hereafter provided. (Ord. 11-398, 12-13-2011)

8.5-3: MEMBERSHIP:

Kanecomm shall be governed by an eleven (11) member board (the "Kanecomm board") comprised of the following:

A. The chairman of the Kane County board, or a member of the county board designated by the chairman, who shall also serve as the chairman of the Kanecomm board;

B. The county board member appointed by the chairman of the Kane County board, who is the chairman of the county board judicial and public safety committee;
C. A county board member appointed by the chairman of the Kane County board, who is the chairman of the administration committee;

D. The executive director of the Kane County department of information technology;

E. The executive director of 911 as appointed as hereinafter provided;

F. The sheriff of Kane County, or a member of the sheriff's office designated by the sheriff;

G. A police user member as determined by volume of service activity chosen from among the units of government entering into subscriber agreements with the county (the "user member");

H. A police user member appointed by the chairman of the Kane County board chosen from among the units of government entering into subscriber agreements with the county (the "user member");

I. A fire user member as determined by volume of service activity chosen from among the units of government entering into subscriber agreements with the county (the "user member");

J. A fire user member appointed by the chairman of the Kane County board chosen from among the units of government entering into subscriber agreements with the county (the "user member");

K. A member of the public appointed by the chairman of the Kane County board, who is a resident of the Kane County emergency communications service area. (Ord. 11-398, 12-13-2011; Ord. 13-91, 4-9-2013)

8.5-4: TERM OF BOARD; EX OFFICIO MEMBERS; REMOVAL FROM OFFICE:
A. All appointed members of KaneComm shall serve for a term of four (4) years or until their successors are appointed and qualified, unless otherwise provided in this chapter.

B. All members except the public member shall serve ex officio. (Ord. 11-398, 12-13-2011)

8.5-5: COMPENSATION AND EXPENSES:

All members of the KaneComm board shall serve without compensation but shall be reimbursed for their actual mileage and expenses. Nothing herein shall be construed to preclude or limit any board member from receiving any compensation for any other office. (Ord. 11-398, 12-13-2011)

8.5-6: MEETINGS; OFFICERS:

The KaneComm board shall meet quarterly. Special meetings may be called by the chairman of the KaneComm board or any two (2) user representatives, in accordance with the requirements of the open meetings act, or may be scheduled at any regular meeting. The proceedings of the board shall be governed by "Robert's Rules Of Order" (current edition) and such other rules as may be adopted by the KaneComm board or the Kane County board. A majority of the members shall constitute a quorum to do business. The executive director of 911 shall serve as the ex officio secretary to the KaneComm board. (Ord. 11-398, 12-13-2011)

8.5-7: SPECIAL ACCOUNT ESTABLISHED:

All fees, grants, or revenues related to the operation of the Kane County emergency communications system shall be deposited in a special account (the "KaneComm fund") in the custody of the Kane County treasurer. All warrants and charges on the KaneComm fund shall be by order of the board and paid by the treasurer. The special account shall be subject to audit by the county auditor and shall have an annual audit of its books and records. (Ord. 11-398, 12-13-2011)

8.5-8: ANNUAL BUDGET:
The KaneComm board shall determine its annual budget subject to the approval of the Kane County board and the KaneComm board shall also approve all expenditures in accordance with applicable law and county ordinances. (Ord. 11-398, 12-13-2011)

8.5-9: POWERS AND DUTIES OF THE BOARD:

The board shall have the following powers and duties:

A. To adopt the format of all subscriber agreements with other units of local government who are dispatched through KaneComm to be ratified by the Kane County board;

B. To approve all subscriber agreements to the fullest extent permitted by applicable law;

C. To set all fees and charges for subscribers;

D. To keep and maintain all records necessary to the discharge of its duties;

E. To receive and administer all funds provided by this chapter or other provision of law related to the emergency communications system, the custody of which is not given to some other officer;

F. To authorize the executive director of 911 to approve for payment any invoices which have been authorized and approved in the annual KaneComm budget necessary to the operation of the emergency communications system;

G. To plan for and recommend improvements and upgrades to the county 911 system;

H. To coordinate and supervise the implementation, upgrading or maintenance of the county 911 system, including the establishment of equipment specifications;
I. To review regular financial and budget reports and expenditures no less than annually and to approve, as needed, disbursements from the KaneComm fund;

J. To set the guiding vision for PSAP operations, ensure representation of the subscriber community, clarify KaneComm's mission and strategic direction;

K. To support the executive director of 911 in setting strategic direction, providing input into operations and promoting accountability for service and results among the user group. (Ord. 11-398, 12-13-2011)

8.5-10: 911 DIRECTOR:

The chairman shall appoint with concurrence of a majority of the KaneComm board, a director (the "executive director of 911") for the 911 operation who shall be the executive director for the KaneComm board. The 911 director shall submit reports as directed by the KaneComm board on the status of PSAP activities and issues, and shall be responsible for the hiring of all 911 employees. The 911 director shall also submit an annual report on all PSAP operations. Department of information technology personnel assigned to the PSAP shall remain the staff of the information technology department. (Ord. 11-398, 12-13-2011)

8.5-11: USER GROUP:

The 911 director shall organize a user group, which shall hold regular meetings to assist in providing input into operations, setting direction and promoting accountability of services and results among the subscribers. The user group shall be comprised of the elected or appointed head of the police and/or fire user agency of each subscriber. Any decision impacting more than one user agency as it relates to KaneComm must be presented to the user group for approval prior to implementation. (Ord. 11-398, 12-13-2011)

8.5-12: USER MEMBERS:

Five (5) user members shall be appointed by the county board chairman as voting members of the KaneComm board. Three (3) members shall be representatives of the police discipline. The first shall be the sheriff of Kane County, or a member of the sheriff's office designated by the sheriff. A representative from the police agency utilizing the greatest
volume of services shall be appointed to the KaneComm board. One additional member shall be appointed by the chairman of the county board by recommendation of the user group.

Two (2) members shall be representatives of the fire discipline. The one fire user utilizing the greatest volume of services shall be appointed to the KaneComm board. One additional member shall be appointed by the chairman of the county board by recommendation of the user group.

No two (2) user members representing the same community, village or organization shall be permitted to serve concurrently on the KaneComm board. (Ord. 11-398, 12-13-2011)

8.5-13: DEFINITIONS:

As used in this chapter:

PUBLIC SAFETY ANSWERING POINT: A facility equipped and staffed to receive 911 calls.

SUBSCRIBER: A unit of local government that enters into an agreement with the Kane County board for emergency dispatch services.

SUBSCRIBER AGREEMENT: An intergovernmental agreement executed between the county of Kane and a unit of local government desiring to utilize the dispatch services of KaneComm that explicitly identifies the terms of the agreement.

USER OR USER GROUP: The public safety agency of a subscriber. (Ord. 11-398, 12-13-2011)
Exhibit B

KaneComm Subscriber Radio Requirements

a) All radios used on any KaneComm licensed frequency shall have their internal time-out-timer programmed for 60 second operation to prevent any radio from transmitting longer than 60 seconds causing problems with the repeater system.

b) All radios used on any KaneComm licensed frequency shall have a unique identifier (Motorola MDC-1200 signature) programmed into the radio’s memory and shall transmit the MDC signal upon pre-key (programmed to send the MDC signal at the beginning of each broadcast).

c) It is preferred that each radio uniquely identifies the person the radio is issued to.

d) Radios used in the system shall transmit a PL code as assigned by the Radio Systems Administrator.

e) Radios used in the system shall have a receive PL code as assigned by the Radio Systems Administrator.

f) Radios used in the system shall be programmed to operate within the transmit power levels authorized under KaneComm’s FCC system licenses while operating on KaneComm licensed frequencies.

g) Radios that cannot be programmed to operate within the standards listed above shall not be authorized to operate on any KaneComm licensed radio frequency.
## Exhibit C
### KaneComm Projected Budget and Subscriber Fee Schedule

<table>
<thead>
<tr>
<th></th>
<th>FY 16 Current Agreement</th>
<th>FY 16 New Subscriber Agreement</th>
<th>FY 18</th>
<th>FY 19</th>
<th>FY 20</th>
<th>FY 21</th>
<th>FY 22</th>
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### Subscribing Agency

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<th>Subscribing Agency</th>
<th>FY 16 Current Agreement</th>
<th>FY 17 Current Agreement</th>
<th>FY 17 New Subscriber Agreement</th>
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<th>FY 19</th>
<th>FY 20</th>
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<td>$43,575</td>
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