

AURORA POLICE DEPARTMENT DISPATCH SERVICES AGREEMENT

This Agreement is made and entered into as of this ____ day of _____, 2020, by and between the Aurora Police Department (hereinafter referred to as “APD”) and the Fox Valley Park District (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 the Aurora Community Emergency Services public safety communication and emergency 9-1-1 dispatch system (hereinafter referred to as “ACES”), and;

WHEREAS the APD is a provider of public safety communications and telecommunications for Aurora and is willing and able to furnish such services to Subscriber on a mutual agreement cost sharing plan, and;

WHEREAS, the APD 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 APD

- a) Effective on the Date of Transfer, as defined herein, APD shall provide to Subscriber, Enhanced 9-1-1 telephone answering services as defined by the applicable provisions of the Emergency Telephone System Act (50 ILCS 750/0.01, et seq.) and the Chapter 83 Illinois Administrative Code, Part 725, for police services requests that are specified below. These services shall be provided in accordance with the terms and conditions of the agreement in exchange for the fees and charges set forth below.

- b) APD shall provide all answering services of the Emergency 9-1-1 telephone number, which include answering 911 calls, processing the 911 calls (CAD system), and dispatching emergency services to those 911 calls, i.e. police, fire and ambulance (via CAD and Harris Radio system). Such services shall be provided twenty-four (24) hours a day, seven (7) days a week.
- c) APD 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) During the term of this Agreement, APD shall process all Subscriber's police department requests with Illinois Law Enforcement Agencies Data System (LEADS). Subscriber is subject to all rules and regulations in the use of LEADS (20 ILCS 2630; 20 ILCS 2605/55a; and 20 Ill Admin Code §1240 et al.)
- e) For the purposes of this Agreement, "Date of Transfer" shall mean _____. The Parties hereby delegate to the APD Chief of Police and the FVPD Chief of Police, the authority to adjust the Date of Transfer, but not to exceed 60 days, as reasonably needed to accommodate any logistical or technological issues that may necessitate advancing or delaying the Date of Transfer.

B. APD shall provide emergency and routine dispatch of Subscriber police, fire and emergency medical units.

C. Subscriber's Responsibilities

- a) Prior to providing the service described herein and effective on the Date of Transfer, Subscriber shall notify Kane Comm that all E 9-1-1 call handling agreements shall be modified to ACES as the primary answering point for all Subscriber telephonic calls.
- b) At its sole expense, Subscriber shall purchase portable/mobile radios which meet or exceed APD specifications as attached hereto as Exhibit 1, for use by its police personnel on the APD radio communication network. Such radios shall be the property of the Subscriber and shall be used only in accordance with the rules and procedures of APD. APD shall record the Subscriber radios as units under APD's Federal Communications Commission license. The authority for Subscriber to operate the radios on APD's public safety radio frequencies shall remain valid only during the term of this Agreement, and shall be operated only by authorized FVPD sworn officers or Subscriber employees for official business only. The replacement, upgrading and maintenance of all portable/mobile radios used solely by Subscriber shall be Subscriber's responsibility and at its sole expense.

- c) Subscribers are responsible for the purchase and maintenance of Subscriber-owned mobile, portable and fixed (base station) radio equipment that is compatible with APD's radio system for use by their personnel as set forth in Exhibit 1 hereto. Such equipment remains the property of each Subscriber. Equipment shall meet or exceed specifications established by APD.
- d) 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.
- e) Subscriber shall operate on APD radio frequencies in order to establish and maintain an enhanced level of service for the purpose of safety for all personnel.
- f) Mobile for Public Safety (MPS), CAD-1 Dispatcher and Records Management System by Hexagon are not covered by this agreement. FVPD can request created CAD tickets by contacting the Director of Records at APD.

D. Term of the Agreement

- a) The initial term of this agreement shall be for three years commencing _____ and ending on _____, unless sooner terminated as provided herein.
- b) The FVPD shall pay to the City of Aurora, for services rendered under this agreement, the amount of \$30,000.00 annually. This amount includes all calls for service for the year for FVPD as well as maintenance for the equipment the Aurora Police Department uses and owns. The FVPD will maintain the radios they own and will be responsible for any software upgrades needed to work with APD's system. This amount shall be paid to the City of Aurora no later than June 1st of each year.
- c) APD will maintain records of calls for service as described in their internal policies.
- d) At the end of the initial 3-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 four and beyond shall be calculated at the rate of 5 percent increase of the preceding year's Subscriber Fee (i.e. the Subscriber's Fee for 2023 shall be \$30,000.00 x 5%).

E. Termination of Agreement

- a) During the initial term of this agreement, any Subscriber may withdraw from participation with APD and terminate this Agreement upon full payment of all fees to be paid under this agreement for the remainder of the initial 3-year term of the agreement.

- b) Any Subscribing Agency wishing to withdraw and terminate the Agreement must provide a sixty day (60) written notice, as set forth herein. Any subscriber withdrawing from the APD system at the conclusion of the third 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 APD.
- d) APD may terminate this Agreement by providing a sixty (60) day written notice to subscriber.

F. Relationship of the Parties

The parties intend that an independent contractor relationship be created by this Agreement. Subscriber shall not be considered a party of the intergovernmental agreement between Naperville and Aurora and therefore shall not have representation or voting rights on the Naperville ETSB.

APD is not to be considered an agent or employee of Subscriber for any purpose. Subscriber is not to be considered an agent or employee of APD for any purpose.

G. 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 APD budget, a special assessment shall be levied to recover said cost of providing those services.

H. Payments

- a) APD shall provide each Subscriber with an invoice of the Total Cost due – calculated as provided in Section 2 – 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.
- b) Subscriber's failure to pay any invoice within its payable period shall constitute a default under this Agreement.
- c) In the event that Subscriber defaults in the terms of this Agreement, including payments to be made to the City of Aurora, APD shall serve Subscriber with written

notice of the default and Subscriber shall have thirty (30) days after service of the notice to cure the default by making payment in full of the invoice.

- d) If Subscriber fails to cure its default in payment within the thirty (30) day cure period, APD shall be allowed to immediately discontinue providing all dispatching services it has agreed to provide under the terms of this Agreement and the Agreement shall be terminated.

I. Performance

- a) Wherever possible, APD shall adhere to a current industry standards as dictated by the Association of Public Safety Communications Officials (APCO) and National Emergency Number Association (NENA). APD shall also remain in compliance with the standards set forth by the National Fire Protection Association, and the Insurance Service Office Inc. (ISO) as it relates to Emergency Communications.
- b) The Emergency Communications Manager agrees to work closely with the Subscriber 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 Emergency Communications Manager will promptly investigate any complaints received from any Subscriber or citizen and a response will be made to the complainant in a timely manner.

J. 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.

K. Procurement

City of Aurora policies shall govern with regard to all purchases and procurements as they relate to APD.

L. Insurance

Subscriber shall maintain minimum indemnity limits of not less than \$1M per person, \$2M aggregate and shall name APD and the City of Aurora 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, APD and the City of Aurora should be similarly protected by the risk pool or collective liability sharing entity.

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

M. Governing Law

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

N. 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.

O. 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 APD 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.

P. 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.

Q. Assignment

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

R. 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.

S. Entire Agreement

- a) 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 persons or legal entity.
- b) No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.
- c) Neither APD nor Subscriber shall assign this Agreement or any of the rights and duties hereunder without the prior written consent of APD or the other party.
- d) This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same Agreement. For the purposes of executing this Agreement, any signed copy of this Agreement transmitted by fax machine or e-mail shall be treated in all manners and respects as an original document. The signature of any party on a copy of this Agreement transmitted by fax machine or e-mail shall be considered for these purposes as an original signature and shall have the same legal effect as an original signature. Any such faxed or e-mailed copy of this Agreement shall be considered to have the same binding legal effect as an original document. At the request of either party any fax or e-mail copy of this Agreement shall be re-executed by the parties in an original form. No party to this Agreement shall raise the use of fax machine or e-mail as a defense to this Agreement and shall forever waive such defense.

T. 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 Aurora Police Department:

Aurora Police Department
Attn: Police Chief
1200 E. Indian Trail
Aurora, IL 60505

City of Aurora Law Department
Corporation Counsel
44 E. Downer Place
Aurora, IL 60507

c) For notices to the Subscriber:

Fox Valley Park District
Attn: Chief of Police
101 W Illinois Ave
Aurora, IL 60506

Fox Valley Park District
Attn: Executive Director
101 W. Illinois Ave
Aurora, IL 60506

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

ON BEHALF OF THE SUBSCRIBER

ON BEHALF OF CITY OF AURORA

Signature

Signature

Chuck Anderson

Kristen Ziman

President, Board of Commissioners

Chief of Police

Date

Date