

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF NAPERVILLE AND THE NAPERVILLE PARK DISTRICT  
FOR COMPUTER AIDED DISPATCH AND RADIO COMMUNICATION SERVICES**

**THIS AGREEMENT** is entered into this 13 day of April, 2023, between the City of Naperville, Illinois, an Illinois municipal cooperation (hereinafter the "City"), with offices located at 400 South Eagle Street, Naperville, IL 60540, and the Naperville Park District, an Illinois unit of local government (hereinafter "Park District") with offices located at 320 W Jackson Avenue, Naperville, Illinois 60540.

**RECITALS**

**WHEREAS**, The City and the Park District are each a legal entity organized and existing under the laws of the State of Illinois, having among their powers the authority to contract with one another to perform the undertaking described herein; and

**WHEREAS**, The City and the Park District are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, as provided for in 5ILCS220/1 (1994) et seq.; and

**WHEREAS**, the purposes of the Intergovernmental Cooperation Act and Article 7, Section 10 of the Constitution of the State of Illinois include fostering cooperation between units of local government in planning and providing services to their shared constituents; and

**WHEREAS**, the respective corporate authorities of the City and the Park District have determined it is in their mutual best interests to enhance radio communications and the safety of their on-duty public safety officers by authorizing the sharing of radio and computer aided dispatching systems between the two parties; and

**WHEREAS**, The City and the Park District have further determined the need to clarify their duties and obligations to one another in the operation of such shared radio and computer aided dispatching systems.

**NOW, THEREFORE**, in consideration of the premises and mutual promises contained herein, the parties agree as follows:

**1. RECITALS INCORPORATED**

1.1 All recitals set forth above are incorporated herein and made part hereof, the same constituting the consideration and factual basis for this Agreement.

1.2 All references herein to the Park District are intended to refer to the Park District Police, Park Police Officers and computers and/or radios used by the Park District Police in the course of their duties. No other Park District personnel shall be authorized to use the System described herein, except with the written consent of the City of Naperville and the Park District Executive Director.

## **2. SCOPE OF SERVICES**

- 2.1 The City of Naperville has purchased and implemented a radio communications system and computer aided dispatching ("CAD") system (collectively, the "System") to facilitate the public safety response to incidents occurring within the Naperville jurisdiction and surrounding area. Both the City and the Park District have used the Systems to respond to incidents in their respective jurisdictions. Pursuant to the terms of this agreement, the City will continue to provide radio communication and CAD services to the Park District.
- 2.2 The City and the Park District will jointly establish the appropriate radio profiles and CAD configuration that will allow the Park District to access the System.

## **3. THE CITY'S RESPONSIBILITIES**

- 3.1 The City will configure and update, if necessary, the Park District equipment so the equipment properly operates with the System. The CAD computer configuration for the Park District will be the same as the configuration for City frontline patrol vehicles. Requests for configuration and updates, if necessary, will be made in writing to the City of Naperville. Said requests for updates or configuration shall be performed in a reasonable time frame. The City retains the right to refuse unreasonable requests for updates.
- 3.2 The City will provide training to Park District police officers on the proper use of the System.
- 3.3 The City will provide dispatch services for Park District Police Officers in the same manner that they provide dispatch services for Naperville Police Department Patrol Officers.
- 3.4 Both the Park District and the City will operate and maintain the System in a commercially reasonable manner, but in no event in violation of the manufacturer or manufacturers' warranty or published operations and maintenance guidelines, manuals or instructions.
- 3.5 Naperville will provide a single contact person within its organization for issues, concerns or questions that arise about dispatch services or operation of the Systems.
- 3.6 The City and Park District shall cooperate in responding to any Freedom of Information request submitted to either entity relative to the performance of this Agreement.

## **4. THE PARK DISTRICT'S RESPONSIBILITIES**

- 4.1 The Park District will receive training, when necessary, on the use of the System.
- 4.2 At its sole cost, the Park District will acquire the appropriate equipment including radios, laptop computers, wireless data cards, and all related equipment and services to properly utilize the System. The City shall not be responsible for any costs or fees that the Park District incurs in obtaining the necessary equipment. This includes, but is not limited to, the cost of any equipment or services necessary for upgrades to the System.

4.3 The Park District will provide a single contact person within its organization for issues, concerns, or questions that arise about dispatch services or operation of the System.

4.4 The City and Park District shall cooperate in responding to any Freedom of Information request submitted to either entity relative to the performance of this Agreement.

4.5 The Park District will reimburse the City in accordance with the following schedule for access to the System.

## **5. SCHEDULE OF PAYMENTS**

5.1 The Park District will reimburse the City forty dollars (\$40) per hour for 15 hours of annual assistance with radio configuration and support.

5.2 The Park District will reimburse the City Thirty dollars (\$30) per month for each radio that is activated on the radio system. The Park District shall provide, annually, to the City a complete list of all radios which are, have been, or will be utilized on the system in that year and the payment will be adjusted accordingly.

5.3 The Park District will reimburse the City thirty-seven dollars (\$37) per month for each user that accesses the CAD System. The Park District shall provide, annually to the City a complete list of all computers and users which are, have been or will be utilized on the System in that year and the payment will be adjusted accordingly.

5.4 The Park District will reimburse Naperville forty dollars (\$40) per hour for 100 hours of annual services for configuring each computer that accesses the CAD System.

5.5 The Park District will reimburse Naperville annually a fee of \$8,930.00 for call taking and dispatch services provided to the Park District by the City of Naperville.

5.6 The City will provide an annual invoice to the Park Districts thirty (30) days prior to the payment due date for the forthcoming year. However, the City may submit additional invoices in the number of radios and equipment utilizing the system increases during the years for which the Park District has previously made payment. The Park District will make payment to the City annually as invoiced by the City to the Park District for access to the System.

## **6. FUTURE UPGRADE OF EQUIPMENT**

At some point during the term of this Agreement, the City may purchase a new System or modify/upgrade the technology of the existing System. If this occurs, the City will provide six months-notice of its intent to replace, modify or upgrade the system to the Park District, along with the proposed increase in fees to use the System based upon the City's costs. The Park District may choose to continue to partner with the City and pay increased fees for services, or the Park District may

terminate the Agreement with the City. Once the upgrade or replacement has been completed, the City will only provide services, support, and training for computers and radios using the new System.

## **7. INDEMNIFICATION**

7.1 The City shall indemnify, hold harmless, and defend the Park District and its elected officials, officers, employees, or agents from and against all liability, claims, demands and causes of action arising out of or related to any loss, damage, injury, death or loss damage to property resulting from the negligence of the City, its elected officials, officers, employees, or agents or the City's failure to perform under this Agreement. The City shall not be responsible for failures of the System which are not the result of the negligence of the City or its elected officials, officers, employees, or agents.

7.2 The Park District shall indemnify, hold harmless, and defend the City and its elected officials, officers, employees, or agents from and against all liability, claims, demands, and causes of action arising out of or related to any loss, damage, injury, death or loss or damage to property resulting from the Park District's negligence or failure to perform under this agreement.

7.3 Without limiting the generality of the foregoing indemnities, each party shall indemnify, hold harmless, and defend the other party from any liability, claims, demands, and causes of action arising out of or resulting from the disclosure of individually identifiable health information in any manner which violates the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or social security numbers in any manner which violates the Illinois Identity Protection Act.

7.4 The party who asserts any exemption to disclosure under the Freedom of Information Act to prevent the distribution of its public records shall indemnify, defend and hold harmless the other party from any penalties, costs, liabilities, or fines resulting from a binding order of the Public Access Counselor or a court with competent jurisdiction.

## **8. TERMS OF THE AGREEMENT**

8.1 This Agreement shall be executed for and on behalf of the City and the Park District pursuant to appropriate Resolutions or Ordinances approved by their respective legislative bodies.

8.2 This Agreement shall be effective for a period of five (5) years after the date it is fully executed by both parties hereto as specified in paragraph 7.1.

## **9. ENTIRE AGREEMENT**

This Agreement represent the entire agreement between the City and the Park District and supersedes all prior negotiations, representations or agreements, either written or oral, relative to the System.

**10. NOTICES REQUIRED UNDER THIS AGREEMENT**

Any notices required by this Agreement shall be mailed to:

City Manager	Park District Executive Director
City of Naperville	and Park Police Chief
400 South Eagle Street	Naperville Park District
P.O. Box 3020	320 West Jackson Ave
Naperville, Illinois 60566-7020	Naperville, Illinois 60540

**11. SEVERABILITY**

In the event any provision of this Agreement is held to be unenforceable for any reason, the enforceability thereof shall not affect the remainder of the Agreement which will remain in full force and effect and shall be enforceable in accordance with its terms.

**12. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Illinois both as to interception and performance. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois. The Parties hereto waive trial by jury in any action, proceeding or court claim brought by either of the Parties hereto against the other on any matters whatsoever arising out of or in any way connected with the Agreement, or for the enforcement of any remedy under any statute.

**13. AMENDMENT OR MODIFICATION OF THIS AGREEMENT**

This Agreement may be modified or amended only by a written amendment to this Agreement fully executed by the Parties hereto.

**14. WARRANTIES**

14.1 The corporate authorities of the City warrant that they have the authority to enter into this agreement.

14.2 The corporate authorities of the Park District warrant that they have the authority to enter into the Agreement.

**15. BINDING EFFECT**

The Agreement shall be binding upon the Parties hereto, their assigns, successors and grantees.

**16. MUTUAL ASSISTANCE**

The Parties agree to do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of the Agreement, including without limitation, the giving of such notices, the holding of such hearings, the

enactment by the Parties of such resolutions and ordinances and the taking of such other actions as maybe necessary to enable the Parties' compliance with the terms and provisions of this Agreement, and as may be necessary to give effect to the objectives of the Agreement.

**17. HEADINGS AND TITLES**

The headings and titles of any provisions of this Agreement are for convience or reference only and are not to be considered in construing this Agreement.

**18. COUNTERPARTS**

This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be the same Agreement.

The Parties to this Agreement by their signatures acknowledge they have read and understand the Agreement and intend to be bound by its terms. This Agreement may be executed in counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

**CITY OF NAPERVILLE**

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

Mayor, City of Naperville

ATTEST:

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

It's: \_\_\_\_\_

**NAPERVILLE PARK DISTRICT**

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

President, Board of Commissioners

ATTEST:

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

It's: Parward Secretary \_\_\_\_\_