

INTERGOVERNMENTAL AGREEMENT
between the
COUNTY OF WILL
and
CITY OF NAPERVILLE

This intergovernmental agreement is entered into between the County of Will, a body corporate and politic and the City of Naperville; said governmental City of Naperville desires to enter into an agreement for the County of Will to provide communications system access to the City of Naperville through the facilities of the County of Will, specifically the Will County owned and operated 800 Mhz county-wide radio system for the purpose of interoperable communications.

AUTHORITY:

This agreement is entered into by the parties pursuant to the provisions of the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).

TERMS:

This agreement shall commence upon final signature and will continue in perpetuity. This agreement supersedes and replaces any and all previous agreements between the parties as they pertain to the use of the County of Will's 800 Mhz county-wide radio system.

1. PARTICIPATION

- 1.1 Commencement Date: Participation under the terms expressed in this agreement commences only upon the signed agreement of all parties involved.
- 1.2 Term: Participation shall continue in perpetuity, or at until such time as either the County of Will or the City of Naperville withdraws from the terms of the agreement.
- 1.3 Withdrawal: Participants may elect to withdraw from further participation. The withdrawal shall be effective 180 days after the postmark on the Notice of Termination sent by registered or certified mail to the chief executive officer of the non-withdrawing participating entity.
- 1.4 Adequate Appropriation: All obligations of the County of Will are conditional upon sufficient appropriation of funds by the Will County Board.

2. EQUIPMENT AND STANDARDS

- 2.1 It is the responsibility of the City of Naperville to purchase and utilize equipment compatible with the County of Will 800 MHz radio system.
- 2.2 The County of Will reserves the right to approve or disapprove the final selection and utilization of the above referenced equipment.
- 2.3 The County of Will reserves the right to limit the quantity of equipment that the City of Naperville may activate in order to preserve the operational integrity of the County of Will 800 MHz radio system.
- 2.4 City of Naperville shall be responsible for radio configuration and programming of its equipment necessary to access the County of Will 800 MHz radio system, but the Will County Radio System Manager, as agent for the County of Will, shall verify and confirm proper configuration and programming, and may assist in that endeavor.
- 2.5 It is the responsibility of the City of Naperville to ensure that all radio equipment programmed to operate on the County of Will 800 MHz radio system follows the parameters specified in Attachment A.
- 2.6 System access will not occur until the City of Naperville has accomplished training in the use of equipment, said training to be provided by the County of Will or it's designee.

3. SERVICES OFFERED

- 3.1 Services offered by the County of Will
 - 3.1.1 Access to shared 800 Mhz talk groups, as defined in Attachment A.
 - 3.1.2 Will County will perform a system audit of City of Naperville user activity at the request of the City of Naperville for a fee.
- 3.2 Compensation provided by City of Naperville
 - 3.2.1 The City of Naperville will pay no monthly access for utilization of the County of Will 800 MHz radio system for the purpose of interoperable communications.
 - 3.2.2 No compensation is required for utilization of the shared 911 talk group.

3.2.3 No compensation is required for utilization of the DISASTER talk groups.

3.2.4 No compensation is required for utilization of the MUTUAL AID talk groups.

3.3 Terms of Service

3.3.1 The City of Naperville agrees to abide by FCC and other applicable rules and standards regulating the use of public safety communications.

3.3.2 The City of Naperville agrees to abide by the policies and procedures established by the Will County Radio System Manager.

3.3.3 The City of Naperville understands and agrees that priority status on the system is delegated to public safety entities. Therefore, temporary service interruptions due to system queuing may be experienced during periods of system saturation due to priority traffic.

4. GRIEVANCES

For the purpose of this agreement, a grievance is defined as any difference; complaint or dispute between the parties involved relating to the communications access provided to the City of Naperville by Will County. Grievance resolution shall be made in accordance with the following steps:

4.1 The Will County Radio System Manager and the City of Naperville will attempt to arrive at a mutually acceptable solution.

4.2 Should the City of Naperville Designee and Will County Radio System Manager not be able to come to resolution, the grievance will be forwarded to the Will County Emergency Management Agency Director.

4.3 The Will County Emergency Management Agency Director will review the grievance and recommend the resolution to the grievance. The decision and resolution put forth by the Will County Emergency Management Agency Director shall be final, binding, and conclusive.

5. INTERRUPTION OF SERVICE

The County of Will assumes no liability for any damages caused by an interruption or suspension of services which prohibits the City of Naperville from receiving or sending communications via Will County equipment or 800 Mhz county-wide radio system. Further, Will County will not assume liability for any degradation of City of Naperville service during a period of interruption or suspension due to radio equipment failure.

6. CIVIL LIABILITY

The City of Naperville hereby agrees to indemnify and hold harmless the County of Will, any Will County employee, agent or contractor, from any and all claims and litigation alleging damage to property, personal injuries, death, or other legal claim resulting from the activities undertaken by the City of Naperville under the terms of this agreement.

7. LIMITED RESPONSIBILITY

7.1 Under the terms of the agreement, Will County does not assume responsibility for dispatching Will County or City of Naperville personnel in response to calls or requests for assistance directed to the City of Naperville.

7.2 Any and all governmental and public complaints regarding service under the terms of this agreement shall be directed to the Radio System Manager and the City of Naperville.

7.2.1 Review and resolution shall follow the same procedure specified under the "Grievances" portion of this agreement.

7.2.2 Documentation of the examination of the complaint must be prepared and signed by all representatives involved in determining resolution of the complaint.

8. A PUBLIC CONTRACT

The participants agree and understand that certain federal and Illinois statutory and administrative requirements may apply to this intergovernmental agreement. The participants agree that any and all applicable provisions relating to public contracts are intended to be and are hereby incorporated by reference. Each party will provide, upon written request by the other, written certification of compliance with any statutory or administrative requirement applicable to this agreement. Any certifications so issued by any party shall be deemed part of this agreement.

9. RECORDS

The parties to this agreement shall maintain, for a minimum of five years after the completion of this agreement, adequate books, records and supporting documents to verify the funds available for payment under this agreement, the funds actually issued and/or received by each party, receipts and records concerning the uses and/or deposits of all disbursements passing in conjunction with this agreement.

10. AGREEMENT

The parties hereto have caused this interagency agreement to be executed on this day and year as set forth below.

CITY OF NAPERVILLE

COUNTY OF WILL

Name

Name

Title

Title

Date

Date

Attachment A:

All radio equipment operating on the County of Will 800 MHz radio system is required to follow the parameters detailed below:

- All users shall include the “911 Emergency” talk group in each trunked zone of their subscriber equipment. It is recommended that it be the last talk group in each zone. However, each agency will have the discretion on where to place the talk group in the zone to meet their individual needs.
- All subscriber equipment programmed with the “WILLWARN” talk group shall program as receive only. Exceptions may be made at the discretion of the Will County Radio System Manager.
- If an agency uses the emergency button function, the subscriber equipment must be programmed to alarm on a talk group that is monitored 24 hours/day. Law Enforcement agencies shall use their primary dispatch talk group. Fire Service agencies shall use their primary dispatch talk group. All other users shall use the “911 Emergency” talk group.
- All Law Enforcement agencies shall include the “CW POLICE” talk group in their subscriber equipment.
- All Fire Service agencies shall include the “CW FIRE EMS” talk group in their subscriber equipment.
- All Emergency Management agencies shall include the “CW EMA1” and “CW EMA2” talk groups in their subscriber equipment.
- All Transportation/Road District/Public Works agencies shall include the “CW PW HWY” talk group in their subscriber equipment.
- All member agencies of the Three Rivers Manufacturers’ Association shall include the following talk groups in their subscriber equipment:
 - RIVER IC
 - RIVER 1
 - RIVER 2
 - RIVER FIRE
 - RIVER POLICE
- Users may program other agency specific talk groups in their subscriber equipment, so long as both agencies agree and it is documented in a written, signed agreement. The Will County Radio System Manager shall be provided a copy of the signed agreement.

Attachment A:
(continued)

- Public Safety Agencies that support the operations of the Three Rivers Manufacturers' Association may optionally program the following talk groups in their subscriber equipment with the approval of the Will County Radio System Manager.
 - RIVER IC
 - RIVER 1
 - RIVER 2
 - RIVER FIRE
 - RIVER POLICE
- The following talk groups are RECEIVE ONLY. Requests to transmit on these talk groups will be considered on a case by case basis by the Will County Radio System Manager.
 - Will County EMA VHF Repeater Patch
 - IFERN Patch
 - ISPERN Patch
- For interoperability, all users shall program their subscriber equipment with the Disaster Zone and the BC – BI conventional interoperability zones as listed below (users with 800 MHz only subscriber equipment shall only be required to program the Disaster Zone and the BC Zone):

DISASTER	Zone BC	Zone BD	Zone BE	Zone BF	Zone BG	Zone BH	Zone BI
DSASTR1	8CAL-90D	7CALL50D	7MOB59D	7CALL70D	7MOB79D	7FTAC1D	7MTAC9D
DSASTR2	8TAC-91D	7TAC51D	7MOB59D	7TAC71D	7MOB79D	7FTAC2D	7NTAC10D
DSASTR3	8TAC-92D	7TAC52D	7LAW61D	7TAC72D	7LAW81D	7FTAC3D	7NTAC11D
DSASTR4	8TAC-93D	7TAC53D	7LAW62D	7TAC73D	7LAW82D	7GTAC4D	7NTAC12D
DSASTR5	8TAC-94D	7TAC54D	7FIRE63D	7TAC74D	7FIRE83D	7GTAC5D	7MTAC9
DSASTR6	8CAL-90	7TAC55D	7FIRE64D	7TAC75D	7FIRE84D	7LTAC6D	7NTAC10
DSASTR7	8TAC-91	7TAC56D	7MED65D	7TAC76D	7MED86D	7LTAC7D	7NTAC11
DSASTR8	8TAC-92	7GTAC57D	7MED66D	7GTAC77D	7MED87D	7LTAC8D	7NTAC12
DSASTR9	8TAC-93	7CALL50	7MOB59	7CALL70	7MOB79	7FTAC1	7NTAC12
DSASTR10	8TAC-94	7TAC51	7MOB59	7TAC71	7MOB79	7FTAC2	7NTAC12
DSASTR11	WILLTAC1	7TAC52	7LAW61	7TAC72	7LAW81	7FTAC3	7NTAC12
DSASTR12	WILLTAC2	7TAC53	7LAW62	7TAC73	7LAW82	7GTAC4	7NTAC12
DSASTR13	WILLTACD	7TAC54	7FIRE63	7TAC74	7FIRE83	7GTAC5	7NTAC12
DSASTR14	WILLTACD	7TAC55	7FIRE64	7TAC75	7FIRE84	7LTAC6	7NTAC12
DSASTR15	WILLTACD	7TAC56	7MED65	7TAC76	7MED86	7LTAC7	7NTAC12
911	WILLTACD	7GTAC57	7MED66	7GTAC77	7MED87	7LTAC8	7NTAC12