

**VILLAGE OF VERNON HILLS
RESOLUTION 2021-009**

**A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK
TO EXECUTE A RENEWED AND REVISED EMERGENCY DISPATCH SERVICES
AGREEMENT BETWEEN THE VILLAGE OF VERNON HILLS, THE COUNTRYSIDE
FIRE PROTECTION DISTRICT AND THE VILLAGE OF LIBERTYVILLE**

WHEREAS, the Village of Vernon Hills (“Vernon Hills”) is a home rule unit of local government pursuant to Article 7, Section 6 of the Constitution of the State of Illinois; and

WHEREAS, the Village of Libertyville (“Libertyville”) is a non-home rule unit of local government pursuant to Article 7, Section 7 of the Constitution of the State of Illinois; and

WHEREAS, the Countryside Fire Protection District (“Countryside”) is a Fire Protection District, organized and existing under the terms of Illinois Fire Protection District Act, 70 ILCS 705/1; and

WHEREAS, pursuant to an intergovernmental agreement, Vernon Hills and Countryside jointly operate a communication center for dispatch services (the “Communication Center”); and

WHEREAS, the Communication Center and Libertyville wish to enter into a renewed agreement, pursuant to which the Communication Center will provide Libertyville with certain emergency telephone answering, fire alarm monitoring and police and fire radio dispatch services utilizing personnel and equipment maintained and operated by the Communication Center; and

WHEREAS, Libertyville desires to enter into this Agreement with the Communication Center to provide a mutually beneficial arrangement regarding emergency telephone answering and police and fire dispatch services provided by the Communication Center; and

WHEREAS, the 1970 Illinois Constitution, Article 7, Section 10, and the Illinois Compiled Statutes, 5ILCS 220/1-220/8, provide authority for intergovernmental cooperation; and

WHEREAS, Vernon Hills, Libertyville and Countryside previously entered into an Intergovernmental Agreement under which the Village agreed to perform emergency call answering and police dispatch services for the City in exchange for compensation (the “Dispatch Agreement”), which expires in 2021; and

WHEREAS, Libertyville, Countryside and Vernon Hills have determined that it is in the best interests of each party, and the public health, safety and welfare of persons and property within their respective jurisdictional areas to enter into a renewed Dispatch Agreement regarding these services, with a five (5) year term to expire in 2026, and a potential one (1) year extension to 2027.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Vernon Hills, Lake County, Illinois, as follows:

SECTION 1: Incorporation. Each Whereas paragraph above is incorporated by reference into this Section and made a part hereof as material and operative provisions of this Ordinance.

SECTION 2: Approval. The Board of Trustees of the Village of Vernon Hills approves, authorizes and directs the President and Clerk of the Village of Vernon Hills to execute the Renewed and Revised Emergency Dispatch Services Agreement between the Village of Vernon Hills, the Village of Libertyville and the Countryside Fire Protection District, in substantial conformity with the document attached hereto as **Exhibit A**. All final changes are subject to the approval of the Village Manager.

SECTION 3: Authorization to Execute. The Village President and Village Clerk, or their designees, are authorized and directed to execute the Agreement and such other documents as are necessary to fulfill the Village's obligations under the Agreement.

SECTION 4: Conflicts. All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 5: Severability. Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 6: Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval and publication in the manner required by law.

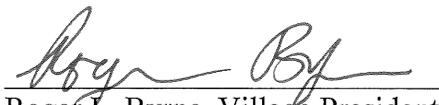
Dated this 7th Day of April, 2021.

Adopted by roll call vote as follows:

AYES: 7 – Byrne, Marquardt, Forster, Oppenheim, Koch, Takaoka, Schultz

NAYS: 0 - None

ABSENT AND NOT VOTING: 0 – None



Roger L. Byrne, Village President

PASSED: 04/07/2021

APPROVED: 04/07/2021

ATTEST: 04/07/2021



Mark Fleischhauer, Village Clerk



EXHIBIT A

**SERVICES AGREEMENT BETWEEN THE VILLAGE OF VERNON HILLS, THE
COUNTRYSIDE FIRE PROTECTION DISTRICT AND THE VILLAGE OF LIBERTYVILLE**

(attached)

SERVICES AGREEMENT
VILLAGE OF VERNON HILLS - COUNTRYSIDE FIRE PROTECTION DISTRICT - VILLAGE OF LIBERTYVILLE

EXHIBIT A

Fiscal Year	Annual Dispatch Operating Costs	Annual Capital Costs	New World SSMA's	Total Annual Payment	Percentage Increase	Amount of Increase
2020-21	817,768	46,667	67,763	932,198	--	--
2021-22	825,946	47,134	68,441	941,520	1.0%	\$9,322
2022-23	846,594	48,312	70,152	965,058	2.5%	\$23,538
2023-24	871,992	49,761	72,256	994,010	3.0%	\$28,952
2024-25	902,512	51,503	74,785	1,028,800	3.5%	\$34,790
2025-26	934,100	53,306	77,403	1,064,808	3.5%	\$36,008
2026-27	966,793	55,171	80,112	1,102,076	3.5%	\$37,268

* Optional 6th year renewal

**SERVICES AGREEMENT BETWEEN
THE VILLAGE OF VERNON HILLS,
THE COUNTRYSIDE FIRE PROTECTION DISTRICT AND
THE VILLAGE OF LIBERTYVILLE**

This Agreement is made and entered into as of this ___th day of _____ 2021 by and between the Village of Vernon Hills, a Home Rule municipal corporation of the State of Illinois, in accordance with Article VII, Section 6 of the Constitution of the State of Illinois (1970) and organized and existing under the terms of the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq. (hereinafter, "Vernon Hills"), and the Countryside Fire Protection District, a Fire Protection District, organized and existing under the terms of the Illinois Fire Protection District Act, 70 ILCS 705/1 et seq. (hereinafter, "Countryside"), jointly operating a communication center, and the Village of Libertyville, a non-Home Rule municipal corporation of the State of Illinois, organized and existing under the terms of the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq. (hereinafter, "Libertyville").

WITNESSETH:

WHEREAS, pursuant to an intergovernmental agreement, Vernon Hills and Countryside jointly operate a communication center for dispatch services. For purposes of this Agreement, Vernon Hills and Countryside shall be collectively referred to herein as the "Communication Center"; and

WHEREAS, Libertyville operates a full time police department (hereinafter, the "Police Department") providing police services within the Village of Libertyville; and

WHEREAS, Libertyville operates a full-time fire department (hereinafter, the "Fire Department") providing fire protection and emergency medical services within the Village of Libertyville; and

WHEREAS, pursuant to an intergovernmental agreement between the Libertyville Fire Protection District ("the LFPD") and the Village of Libertyville (hereinafter, the "LFPD Agreement"), the Fire Department provides fire protection and emergency medical services within the jurisdictional limits of the LFPD; and

WHEREAS, pursuant to an intergovernmental agreement between the Rockland Fire Protection District ("the RFPD") and the Village of Libertyville (hereinafter, the "RFPD Agreement"), the Fire Department provides fire protection and emergency medical services within the jurisdictional limits of the RFPD; and

WHEREAS, the Communication Center and Libertyville wish to enter into an agreement, pursuant to which the Communication Center will provide Libertyville with certain emergency telephone answering, fire alarm monitoring and police and fire radio dispatch services utilizing personnel and equipment maintained and operated by the Communication Center (hereinafter, collectively referred to as "the Dispatch Services"); and

WHEREAS, Libertyville desires to enter into this Agreement with Vernon Hills and Countryside to provide a mutually beneficial arrangement regarding emergency telephone answering and police and fire dispatch services provided by the Communication Center; 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; and

WHEREAS, Libertyville, Countryside and Vernon Hills have determined that it is in the best interests of each party to this Agreement and the public health, safety and welfare of persons and property within their respective jurisdictional areas to enter into this Agreement providing that the Communication Center shall provide Dispatch Services to Libertyville;

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. Provision of Dispatch Services by Communication Center and Corresponding Obligations of Libertyville.

A. Obligations of the Communication Center. At all times during the term of this Agreement, the Communication Center shall continuously operate a full service dispatch center to provide Dispatch Services to Libertyville. Dispatch Services to be provided by the Communication Center to Libertyville shall include, without limitation, the following:

1. Provide 24-hour a day answering of all 9-1-1 calls for police services and fire protection and emergency medical services within the Village of Libertyville.
2. Provide 24-hour a day answering of all 9-1-1 calls forwarded to the Communication Center from the Lake County Public Safety Answering Point for fire protection and emergency medical services within the LFPD and RFPD during the term of the LFPD and RFPD Agreements and any renewal term thereof.
3. Provide 24-hour a day answering of all calls made to the ten (10) digit emergency telephone numbers for the Fire Department and the Police Department.
4. Provide answering of all calls made to the public safety non-emergency ten (10) digit Police Department telephone number after normal business hours of the Police Department, as may be designated from time to time by the Chief of the Police Department (typically between 9:00 p.m. and 8:00 a.m.). Any change in timeframe shall be discussed and agreed upon by both entities to allow for adequate staffing of the Communications Center.
5. Maintain updated telephone lists as provided by Libertyville staff and employees, and implement and utilize call-out procedures for emergencies and non-emergencies, and forward messages, utilizing

reasonable telephone answering procedures adopted by the Communication Center.

6. Provide 24-hour a day dispatching for all Libertyville Police and Fire Department calls for police services and fire protection and emergency medical services and related activities. The Communication Center shall provide properly qualified employees to dispatch all calls for fire protection and police services.
7. Maintain and operate radio and computer communications with Libertyville for all Police Department and Fire Department calls, utilizing national recognized standards and existing procedures of the Communication Center.
8. The Communication Center shall use best efforts to employ sufficient staff to answer anticipated call loads as the demands change from time to time.
9. Provide and continuously update training to all employees of the Communication Center in the operation of the equipment utilized by the Communication Center in order to provide the Dispatch Services, including but not limited to the Communication Center's New World C.A.D. program for Police calls and in the operation of the Lake County C.A.D. program for fire calls. The Communication Center agrees to maintain and update the New World C.A.D. program for police and the Communication Center agrees to maintain and update the Lake County C.A.D. program for fire.
10. Upon request by Libertyville, the Communication Center Staff shall provide copies of reports on call volume, LEADS reports, officer time usage, and any other requested reports not otherwise available to Libertyville directly.
11. Provide warning notifications to the Libertyville community and residents, including without limitation activating community warning sirens, as requested by Libertyville and in accordance with the Communication Center's policies and procedures, provided that Libertyville shall be responsible for all costs associated with the purchase and installation, maintenance, and/or relocation of any equipment necessary to activate Libertyville's community warning sirens.
12. Maintain a call logging and recording system of all emergency 9-1-1 calls and, upon request, provide copies of recorded calls to the Village of Libertyville in accordance with the Communication Center policies and procedures.
13. Operate, maintain, and manage the Law Enforcement Data System program ("LEADS") and the National Crime Information Center program ("NCIC"), including without limitation the following activities:
 - a. Assist and cooperate with all audits of the LEADS and NCIC program files and operations.

- b. Enter into the LEADS or NCIC system information as requested by Libertyville, including without limitation warrants and sex offenders.
 - c. Maintain and manage all LEADS and NCIC files.
 - d. Remove from the LEADS and NCIC files information and data that is no longer current upon proper notification.
 - e. Update and validate, on a regular basis, LEADS and NCIC data and files, with information provided by Libertyville.
 - f. Maintain and manage C.A.D. run card files, mapping and caution notes.
14. Maintain and operate mutual aid dispatch services for Libertyville in accordance with the emergency response plans and programs established by the Northern Illinois Police Alarm System ("*NIPAS*"), and the Illinois Law Enforcement Alarm System ("*ILEAS*") for police and the Mutual Aid Box Alarm System ("*MABAS*") for fire, as well as any other applicable public safety organizations, provided, however, that the Communication Center's obligations in this regard are limited to monitoring, dispatching, documenting, and updating of system information, based upon data provided by Libertyville.
15. All telecommunicators responsible for the provision of emergency medical dispatch ("*EMD*") shall be *EMD* certified through one of the state approved *EMD* certification programs.
16. All Vernon Hills Communications staff rendering dispatch services to the Communication Center hereunder shall be for all purposes employees of Vernon Hills, although they may from time to time act for the benefit of the Countryside or Libertyville.
- a. Control of Vernon Hills Communications personnel, standards of employee performance, discipline, and all other aspects of supervision shall be entirely the responsibility of Vernon Hills.
 - b. All liabilities for salaries, wages, and other compensation benefits, injury, sickness, or retirement system contributions for Vernon Hills Communications staff shall be entirely the responsibility of Vernon Hills.
17. All Countryside Communications staff rendering dispatch services to the Communication Center hereunder shall be for all purposes employees of Countryside, although they may from time to time act for the benefit of Vernon Hills or Libertyville.
- a. Control of Countryside Communications personnel, standards of employee performance, discipline, and all other aspects of supervision shall be entirely the responsibility of Countryside.
 - b. All liabilities for salaries, wages, and other compensation benefits, injury, sickness, or retirement system contributions

for Countryside Communications stall shall be entirely the responsibility of Countryside.

18. The parties shall cooperate in the preparation of responses to subpoenas or FOIA requests made to their individual entities concerning the dispatch services, or in the event litigation arises regarding matters related to dispatch services, make their employees available for depositions or other litigation-related appearances or interviews.
19. Respond to and provide requests for updates or clarifications on communications from the Communication Center Supervisors and IT Staff in a timely manner, however not in excess of one (1) business day. The parties shall immediately notify each other in the event of a cybersecurity attack in which a potential or actual breach of their respective computer networks and/or computer systems has occurred.

B. Obligations of Libertyville. Libertyville agrees to perform the following in order to enable the Communication Center to efficiently and properly fulfill its obligations under this Agreement:

1. Provide timely updated telephone lists, and call out procedures.
2. Provide timely notification of a Libertyville designee for receiving notice in the absence of the Police Chief and/or Fire Chief.
3. Provide proper equipment and connections to enable the Communication Center to view all closed circuit television cameras as identified by Libertyville, with the understanding that these television cameras will provide real time viewing. The Communication Center will have the ability to view the camera sites, but the Communication Center is not undertaking and shall not undertake the duty to monitor or record the television camera sites on an on-going basis.
4. Provide reasonable cooperation in assisting the Communication Center to maintain accreditation as desired by the Communication Center.
5. Provide timely reports and other data needed for the Communication Center to comply with LEADS requirements, CJIS, HIPAA, and any other Federal, State or Locally mandated policies related to the operation of the Communications Center.
6. The Communication Center agrees to participate in training exercises of Libertyville upon reasonable notification thereof.
7. Provide both a primary and secondary point of contact to facilitate the flow of information between the Communications Center and Libertyville. Maintain email distribution list(s) to provide for dissemination to all Police and/or Fire Department personnel.
8. Respond to and provide requests for updates or clarifications on communications from the Communication Center Supervisors and IT Staff in a timely manner, however not in excess of ten (10) business days.
9. Maintain and manage all subject, vehicle, occupancy, business registry, and key holder information pertaining to any Records Management System. Provide

Communications Center Management any new or changes to business' or common names.

C. New Recipients of Dispatch Services. The parties acknowledge that the Communication Center may be approached by other municipalities and/or fire protection districts to enter into agreements by which the Communication Center may provide dispatch services. The Communication Center retains the power, in its sole discretion, to enter into such agreements; provided that the Communication Center represents and warrants that the standards of performance for the Dispatch Services shall not materially diminish in any manner following any extension of similar services by the Communication Center to other municipalities or fire protection districts and that Libertyville shall not be responsible for any increased cost to the Communication Center attributable to such other municipalities or fire protection districts receiving dispatch services from the Communication Center, until such time that a new governance model is created and implemented.

Vernon Hills and Countryside mutually agree with Libertyville that service expansion is essential to the long term management of service cost for all agencies dispatched out of the Communication Center. The parties understand that such service expansion will be considered by them, even if a regional communications arrangement does not materialize in the near future of which they may become members. Marketing efforts will include discussion with other agencies not presently served by the Communications Center that are contiguous and/or overlap Vernon Hills, Countryside or Libertyville. It is agreed that police/fire service agencies are priority for new dispatching service growth.

D. Regional 911 Opportunity. The parties recognize that Vernon Hills, Libertyville and Countryside have all invested in the potential for a greater regional 911 presence in Northern Illinois, and all mutually agree that they will make decisions when such an opportunity arises to meet that goal.

Section 3. Determination and Payment of Costs by Libertyville.

A. Monthly Fee for Dispatch Services. Libertyville agrees to pay a monthly fee ("Monthly Dispatch Fee") based upon Libertyville's Share of the Annual Dispatch Operating Costs for the Dispatch Services provided by Vernon Hills and Countryside pursuant to this Agreement in the amounts set forth in Exhibit A, attached hereto and incorporated by reference herein. The parties acknowledge and agree that the Monthly Dispatch Fee includes ongoing expenses to upgrade, improve, and enhance the Dispatch Services and the equipment and facilities relating thereto. The Monthly Dispatch Fee shall be due on the first of each month.

The provisions of the Local Government Prompt Payment Act (50 ILCS 505/1) shall apply to all payments due hereunder.

B. Capital Charges or Regional 9-1-1 Expense. The Communications Center will incur certain capital costs (the "Capital Costs"). The parties agree that Libertyville's Capital Costs per year for the five (5) year term of this agreement are denoted in the attached Exhibit A. The parties agree that, subject to the terms of this Agreement, Libertyville shall be responsible for the payment of the Capital Costs related to dispatching services and that such payment shall be on a monthly basis, pro-rated over the five (5) year term of this Agreement pursuant to the schedule set forth in Exhibit A ("the Monthly Capital Payment"). The Monthly Capital Payment shall be made in addition to the Monthly Dispatch Fee. In the event that the parties mutually agree to pursue entry into a regional 9-1-1 dispatch operation arrangement, Libertyville will not be responsible for funding future Capital Costs for the Vernon Hills Dispatch Center. Upon the effective date of any such regional dispatch operation arrangement, any

Capital Costs paid by Libertyville but not yet used by Vernon Hills may be used to fund the parties' entry into such arrangement or shall be returned to Libertyville.

C. New World SSMA's Charges. The Communications Center will incur annual costs for software maintenance. The parties agree that an estimate of Libertyville's annual charges for software maintenance will be determined by Vernon Hills on a yearly basis, and Vernon Hills will notify Libertyville of its share of said charges by December 1, 2020 each year for the following calendar year. Vernon Hills will provide written documentation of the actual SSMA charges from its vendor. Any change to said charge shall not be a basis for termination of this Agreement. The parties agree that, subject to the terms of this Agreement, Libertyville shall be responsible for the payment of the New World SSMA's annual charges, and that such payment shall be on a monthly basis, pro-rated over the five (5) year terms of the Agreement pursuant to the schedule set forth in Exhibit A ("the Monthly Software Maintenance Fee Payment"). The Monthly Software Maintenance Fee Payment shall be made in addition to the monthly Dispatch Fee.

D. Payment of Monthly Dispatch Fees and Monthly Capital Expense Fee. Unless otherwise agreed to in writing by all of the parties to this Agreement, all checks representing payments of the Monthly Dispatch Fee, the Monthly Capital Payment and the Monthly Software Maintenance Fee Payment shall be made payable to "The Village of Vernon Hills" and shall be mailed or delivered to the Village of Vernon Hills Police Department with a copy to the Countryside Fire Protection District, at the addresses provided in this Agreement. Countryside and Vernon Hills, pursuant to their Intergovernmental Agreement, shall be solely responsible for determining the percentage of any payments received from Libertyville which are to be distributed between Countryside and Vernon Hills.

E. The parties agree that no other capital charges are due from Libertyville for any period of time prior to the Commencement Date. Except as expressly provided herein, Libertyville will not be responsible for the payment of any other fees, expenses or capital charges which are in any manner related to the Communications Center and/or its provision of Dispatch Services, accept such charges as may be specifically approved by Libertyville, in writing.

Section 4. Insurance.

A. Coverage Provided. Each member of the Communication Center agrees to provide the following insurance coverages for the Dispatch Services applicable only to their individual responsibilities with respect to the operations of the Communications Center:

1. Commercial General Liability;
2. Business Liability for any equipment used in the provision of the Dispatch Services under this Agreement;
3. First Party Property;
4. Workers' Compensation; and
5. Employers' Liability for employees of the Communication Center who perform the Dispatch Services under this Agreement.

Such coverages shall be in amounts no less than what each member of Communication Center maintains for itself in its normal course of business.

B. Indemnification.

1. The Communication Center does hereby indemnify and hold Libertyville harmless from and against any and all claims which may arise out of the provision of Dispatch Services by the Communication Center under this Agreement, except to the extent caused by the negligence or willful or wanton conduct of Libertyville, as the case may be. Nothing herein shall be construed to waive any immunities that any party to this Agreement may assert.
2. Libertyville does hereby indemnify and hold the Communication Center and, Vernon Hills and Countryside Fire Protection District, jointly and severally harmless from and against any and all claims which may arise out of the obligations of Libertyville under this Agreement, or any obligation related to the provision of police and/or fire services, except to the extent caused by the negligence or willful or wanton conduct of the Communication Center. Nothing herein shall be construed to waive any immunities that any party to this Agreement may assert.
3. Vernon Hills and Countryside hereby indemnify and hold the other harmless from and against any and all claims which may arise out of the provision of Dispatch Services by their individual employees under this Agreement. Except to the extent caused by the negligence or willful or wanton conduct of the other.

C. Proof of Coverage by the Communication Center. Each member of the Communication Center agrees to furnish to Libertyville a certificate of coverage detailing the self-insurance or commercial insurance as provided by its insurer. The certificate shall be delivered to Libertyville within thirty (30) days after the effective date of this Agreement, and shall name Libertyville as an additional insured on all certificates memorializing the coverages set forth in Section 4.A.

D. Termination of Coverage. If the Communication Center's coverage as provided by its insurer is terminated for any reason:

1. The Communication Center shall promptly notify Libertyville of receipt of any such notice; and
2. The Communication Center agrees to use its best efforts to provide comparable coverage either through membership in a joint risk management association or through commercial insurance carriers.

E. Coverage by Libertyville. Libertyville agrees to provide commercial general liability coverage for their operations as provided herein, and workers compensation coverage and employers' liability for their employees who will perform obligations of Libertyville under this Agreement, and to provide proof of insurance at the Communication Center's request.

Section 5. Promotion of Interaction and Communication.

The parties agree that they desire to establish a variety of means to enhance and promote communication and cooperation between the Communication Center and Libertyville. In addition to those matters otherwise addressed in this Agreement, the parties also wish to establish the following:

A. Access to Information about Service Delivery. Libertyville shall have access to records pertaining to the Dispatch Services provided to them for the purposes of inspection by any authorized representatives of Libertyville (during regular business hours, upon reasonable notice), to the same extent as such records are available for inspection by any authorized representatives of the Communication Center.

B. Issue Resolution Procedure. The Communication Center shall establish operational rules and procedures for logging in and responding to inquiries and issues referred to it by individuals requesting or receiving Dispatch and/or concerning the Dispatch Services. The procedures shall include a requirement that the Communication Center informs Libertyville when specific inquiries and/or issues are brought to the attention of the Communication Center. The rules and procedures shall include responding to operational issues referred by the Village of Libertyville supervisors.

C. Regular Meetings. The parties agree that representatives of each of the parties shall meet initially to consider the implementation of operational rules and procedures for the provision of the Dispatch Services pursuant to this Agreement. The parties further agree that their representatives shall meet on a regular basis (at least quarterly) to discuss this Agreement and the Dispatch Services provided pursuant to this Agreement, including without limitation issues relating to the operation of the Dispatch Services and the complaint procedures described in Subsection 5.B of this Agreement.

Section 6. Records.

The Communication Center shall establish and keep a computerized record system for all data relative to the Dispatch Services. The parties shall provide and exchange records in accordance with the provisions and limitations of the Health Insurance Portability Accountability Act, the provisions of which shall supersede any conflicting requirement of this Section.

Section 7. Dispute Resolution.

A. Negotiation. The parties desire to avoid and settle without litigation any future disputes that may arise between them relative to this Agreement. Accordingly, the parties agree to engage in good faith negotiations to resolve any such dispute. If any party has a dispute about a violation, interpretation, or application of a provision of this Agreement, or a dispute regarding a party's failure to comply with this Agreement, then that party may serve on the other party written notice, delivered as provided in Section 10 of this Agreement, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The parties then, within seven (7) days, shall schedule a date certain for representatives of the parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30) days after notice of the dispute has been delivered as provided herein. If a resolution is not reached within such 30-day period (or such longer period to which the parties may mutually agree), then either party may pursue remedies available under this Agreement, including termination.

B. Continuation of Services and Payments. During all negotiation proceedings and any subsequent proceedings provided for in this Section 7, the Communication Center and Libertyville shall continue to fulfill the terms of this Agreement to the fullest extent possible. The Communication Center shall continue to provide Dispatch Services to Libertyville as provided by this Agreement. Libertyville shall continue to make all monthly payments to the Communication Center for the Dispatch Services as provided by this Agreement other than such capital payments about which there may be a dispute.

C. Remedies. Provided that the parties have met their obligations under Section 7.A, the parties shall be entitled to pursue such remedies as may be available in law and equity, including an action to secure the performance of the covenants, agreements, conditions, and obligations contained herein. The parties agree that any such action must be brought in the Circuit Court of Lake County, Illinois. The requirements of Section 7.A shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety. However, during all periods in which the parties are dealing with a dispute or a remedy, the Communication Center shall continue to provide dispatch services only so long as Libertyville continues to make its monthly payments.

Section 8. Term: Termination.

A. Term. The term of this Agreement shall be five (5) years commencing on _____, 2021 (the "Commencement Date"), and terminating on _____, 2026. The parties may mutually agree to extend the length of the agreement by one (1) year to terminate April 30, 2027.

B. Termination. This Agreement may be terminated pursuant to one of the following procedures:

1. By written amendment to this Agreement duly authorized by the appropriate legislative action of each of the parties; or
2. In the event of a material default under this Agreement, and provided that the parties have failed to resolve matters pursuant to the provisions of Section 7, the non-defaulting party may notify a defaulting party in writing setting forth the nature of the default and the requested remedy of such default. The defaulting party shall thereafter have 10 days to correct the default prior to the non-defaulting party's terminating this Agreement; provided that said 10-day period shall be extended, for a reasonable time not exceeding 90 days, if said default cannot reasonably be cured within said 10-day period. If a defaulting party fails to cure the default within the cure period provided in this Section, the non-defaulting party shall have the right to terminate this Agreement by written notice of termination to the defaulting party, which termination will be effective immediately (or by such other date, not beyond the term of this Agreement, as the non-defaulting party may determine). A party that terminates this Agreement pursuant to this Section 8.B.2 shall retain its rights to pursue any and all other remedies that may be available, either in law or in equity under this Agreement.
3. Any party may cancel this agreement for cause with advance written notice of at least twelve (12) months. The parties may mutually agree to cancel this agreement upon all parties entering into an agreement to transition dispatch operations to that of a regional 9-1-1 system in which all parties become a member. If one or all of the parties mutually agree to transition to a regional 911 system, advanced notice of termination can be shortened to 6 months, or a period of time mutually beneficial to all parties. During the notice period, the parties shall remain contractually obligated to perform the required services under this agreement, despite written notice of cancellation to occur.
4. In the event Vernon Hills merges its dispatch services with any other dispatch center during the term of this Agreement, Vernon Hills shall notify Libertyville not less than three hundred sixty-five (365) days prior to the date of such merger,

and at that time, Libertyville may terminate the Agreement. If Libertyville chooses not to terminate this Agreement, Vernon Hills shall take all actions necessary to continue to provide Libertyville with the Dispatch Services at the new, merged dispatch facility.

Section 9. Miscellaneous.

- A. Unfunded Mandates. The parties acknowledge that significant changes have occurred in legal requirements of Emergency Dispatch Services over the past decade and are likely to occur in the future. In the event that unfunded mandates arise from legislation or regulations adopted or imposed by the State of Illinois or the federal government of the United States of America which impose dispatch service obligations on Vernon Hills over and above current obligations, then the parties agree to negotiate a sharing of the costs incurred to comply with said mandates, and the parties agree to be responsible for their fair share of said costs related to the Dispatch Services. This provision shall not apply to any legislative or administrative actions taken by Vernon Hills.

- B. Effective Date. This Agreement shall be effective as of the date it is signed by both parties.

Section 10. General Provisions.

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by facsimile. Facsimile notices shall be deemed valid upon confirmed transmission followed by notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt or the date of confirmed fax transmission. By notice complying with the requirements of this Section 10.A, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

B. Notices and communications to the Communication Center shall be addressed to, and delivered at, the following address:

Vernon Hills Police Department
754 Lakeview Parkway
Vernon Hills, IL 60061
Attention: Police Chief

with a copy to: Village of Vernon Hills
290 Evergreen Drive
Vernon Hills, IL 60061
Attn. Village Manager

with a copy to: James V. Ferolo
Klein, Thorpe & Jenkins, LTD.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606

Notices and communications to Countryside shall be addressed to, and delivered at, the following address:

Countryside Fire Protection District
600 Deerpath Drive
Vernon Hills, Illinois 60061-1834
Attention: Chief Chuck Smith

with a copy to John Kelly

Ottosen, Britz, Kelly, Cooper, Gilbert & DiNolfo, Ltd.
1804 North Naper Boulevard, Suite 350
Naperville, Illinois 60563

Notices and communications to Libertyville shall be addressed to, and delivered at, the following address:

Village of Libertyville
118 W. Cook Avenue
Libertyville, Illinois 60048
Attention: Village Administrator

with a copy to: Hart M. Passman
Elrod Friedman, LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60654

C. Time of the Essence. Time is of the essence in the performance of this Agreement.

D. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

E. Non-Waiver. No party shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of any party to exercise at any time any right granted to such party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the party's right to enforce that right or any other right.

F. Ownership and Capital Costs. Vernon Hills will own the entire dispatch system, including all equipment maintained inside the communication center at 754 Lakeview Parkway, Vernon Hills, Illinois.

G. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of

any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

H. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

I. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

J. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

K. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

L. Exhibits. Exhibit A attached to this Agreement is, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

M. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with applicable law.

N. Changes in Laws. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the future.

O. Authority to Execute. Each party hereby warrants and represents to the other parties that the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of such party.

P. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against the Communication Center, Countryside, Vernon Hills, and Libertyville.

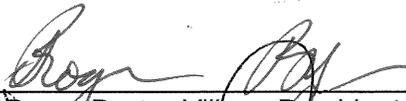
IN WITNESS HEREOF, Vernon Hills, Countryside, and Libertyville, respectively, have caused this Agreement to be executed by their respective Village Presidents and attested by their respective Village Clerks and President of the Fire Protection District and its Secretary respectively as of the day and year first above written.

VILLAGE OF LIBERTYVILLE,

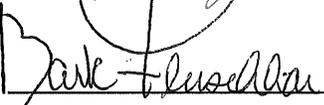
By: Terry L. Wepler, Village President

ATTEST: _____
By Sally A. Kowal, Village Clerk

VILLAGE OF VERNON HILLS



By: Roger Byrne, Village President

ATTEST: 

COUNTRYSIDE FIRE PROTECTION DISTRICT

By: Bruce Brown, President Board of Trustees

ATTEST: _____