

RESOLUTION R-83-17

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE COUNTY OF
DUPAGE, ILLINOIS AND THE CITY OF WHEATON, ILLINOIS**

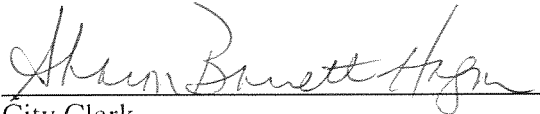
WHEREAS, the Mayor has determined that it is in the best interest of the City to execute an Intergovernmental Agreement with the County of DuPage for the DuPage Justice Information System (DuJIS) as attached hereto as Exhibit "A," and by this reference incorporated herein.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, DuPage County, Illinois, in the exercise of its home rule powers, that the Mayor is hereby authorized to sign and the City Clerk is hereby directed to attest, to that Intergovernmental Agreement attached hereto and incorporated herein as fully set forth as Exhibit A.

ADOPTED this 21st day of August 2017.


Mayor

ATTEST:


City Clerk

Ayes:

Roll Call Vote:

Councilman Rutledge
Councilman Scalzo
Councilman Suess
Councilman Barbier
Councilwoman Fitch
Councilman Prendiville
Mayor Gresk

Nays:

None

Absent:

None

Motion Carried Unanimously

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF DUPAGE, ILLINOIS
AND
THE CITY OF WHEATON, ILLINOIS**

This intergovernmental agreement between the County of DuPage, Illinois, a body corporate and politic on its own behalf and on behalf of the Emergency Telephone System Board of DuPage County and the City of Wheaton, Illinois, a municipal corporation ("Participant").

Recitals

WHEREAS, the County of DuPage ("County"), Illinois is a unit of local government and a body corporate and politic, organized and existing pursuant to the Illinois Counties Code; and

WHEREAS, the Emergency Telephone System Board ("ETSB") of DuPage County, Illinois is an emergency telephone system board established by the County of DuPage pursuant to the Emergency Telephone System Act and having the powers and duties conferred by the Act and those defined by County Ordinance; and

WHEREAS, the Participant is a unit of local government and a municipal corporation organized and existing pursuant to the Illinois Municipal Code comprised of territory located within the geographical boundaries of DuPage County; and

WHEREAS, the Constitution of the State of Illinois, the Intergovernmental Cooperation Act, and other provisions of Illinois law authorize units of local government to contract or otherwise associate among themselves, to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance, and to use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, in the exercise of its statutory duties, the ETSB implemented a computer-aided dispatch (CAD) system throughout DuPage County to ensure the dispatch of an appropriate emergency response to telephone calls placed to 9-1-1; and

WHEREAS, the ETSB procured a police report management system (RMS) for the use of police agencies within DuPage County as well as the Sheriff; and

WHEREAS, the Participant currently reimburses the ETSB for the use of the ETSB's licensed NetRMS System or has procured an RMS solution for its own use; and

WHEREAS, the CAD and RMS systems currently in use throughout DuPage County have reached or are rapidly approaching the end of their useful life; and

WHEREAS, the County, the Clerk of the Circuit Court, the State's Attorney, the Sheriff, the ETSB, the DuPage Mayors and Managers Conference, the DuPage County Chiefs of Police Association, the DuPage County Fire Chiefs' Association and others have collaborated to

implement the DuPage Justice Information System ("DuJIS") Project with the goal of integrating the various information systems used by judicial and emergency response agencies throughout the County using modern technology and standardized reporting methods; and

WHEREAS, the replacement of the existing CAD and RMS systems with modern technology adhering to national data standards is a key priority of the DuJIS Project; and

WHEREAS, the Participant has approved, executed, and transmitted a letter of intent to participate in the unified police report management system described in this Agreement or has otherwise communicated its intention thereto; and

WHEREAS, the Emergency Telephone System Act provides that the ETSB shall have the powers and duties set forth in the Act and those defined by the County; and

WHEREAS, by this Intergovernmental Agreement, the County further defines the powers of the ETSB to include performance of the duties set forth in this Agreement; and

WHEREAS, the ETSB agrees to perform the duties set forth in this Agreement and requests that the County execute this Agreement on its behalf; and

WHEREAS, the DuPage County Board has approved, executed, and transmitted a letter of intent to participate in the unified police report management system described in this Agreement on behalf of the State's Attorney, Sheriff, and Department of Probation and Court Services and to perform the duties set forth in this Agreement; and

WHEREAS, the ETSB with the cooperation of the County's Procurement Division and input from law enforcement record managers throughout DuPage County, solicited and evaluated proposals for a unified CAD and police report management system, and has awarded a contract to the Vendor for the system described in this Agreement; and

WHEREAS, through its letter of intent and participation in this Agreement, the Participant has agreed to reimburse the ETSB or defer its future costs in a total amount equal to the cost incurred by the ETSB in its acquisition and licensing of the System attributable to the Participant on a per-user basis through scheduled payments to the PRMS System Fund described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereto hereby agree as follows:

Article I. General Provisions

Section 1.01 Recitals Incorporated. The recitals set forth above are incorporated and made a part of this Agreement as if fully contained herein.

Section 1.02 Purpose. The Parties have entered this Intergovernmental Agreement ("Agreement") for the purpose of implementing a modern unified police report management system ("PRMS" or "System") throughout DuPage County, to provide for the long term operation and maintenance of the System, and to create and maintain an equipment replacement fund to

provide for the System's eventual upgrade and replacement.

Section 1.03 Scope. The Parties intend that this Agreement shall in all respects govern or provide for the implementation, operation, maintenance, upgrade, and replacement of the System.

Section 1.04 Definitions. As used in this Agreement,

- (a) "County" means the County of DuPage, Illinois and all departments, agencies and instrumentalities thereof under the direct supervision and control of the County Board. The term "County" does not include the ETSB, the Circuit Clerk, the State's Attorney, the Judiciary or the elected County Officers;
- (b) "Circuit Clerk" means the Clerk of the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois;
- (c) "ETSB" means the Emergency Telephone System Board of DuPage County;
- (d) "Information Technology Department" means the County's Information Technology Department or its successor agency;
- (e) "Mayor" means the elected chief executive officer of a municipality regardless of the title used for such position used by the municipality;
- (f) "Municipality" means a city, village, or incorporated town;
- (g) "NIBRS" means National Incident Based Reporting System, an incident-based reporting system used by law enforcement agencies in the United States for collecting and reporting data on crimes. Local, state and federal agencies generate NIBRS data from their records management systems;
- (h) "NIEM" means National Information Exchange Model. NIEM is an XML-based information exchange framework from the United States. NIEM represents a collaborative partnership of agencies and organizations across all levels of government (federal, state, tribal, and local) and with private industry. The purpose of this partnership is to effectively and efficiently share critical information at key decision points throughout the whole of the justice, public safety, emergency and disaster management, intelligence, and homeland security enterprise. NIEM is designed to develop, disseminate, and support enterprise-wide information exchange standards and processes that will enable jurisdictions to automate information sharing;
- (i) "PRMS Oversight Committee" means the committee formed pursuant to Article V of this Agreement;
- (j) "Participant" means an entity contracting with the County to participate in the System in accordance with the provisions of this Agreement;
- (k) "Parties" means the County, the ETSB, and the Participant collectively;
- (l) "Party" means a party to this agreement, e.g. the County, the ETSB, or the Participant;
- (m) "PRMS Equipment Replacement Fund" means a reserve fund created in the County treasury to be used to pay the costs associated with the eventual replacement of the System as provided in Section 2.05;

- (n) "PRMS Operation Fund" means a fund created in the County treasury to pay the costs associated with the operation of the System as provided in Section 2.04;
- (o) "Sheriff" means the DuPage County Sheriff;
- (p) "State's Attorney" means the DuPage County State's Attorney;
- (q) "Treasurer" means the DuPage County Treasurer;
- (r) "User" means an employee or other authorized agent of a Participant to whom unique credentials are assigned for access to the System on a Participant's behalf. The number of System Users assigned to a Participant shall be determined by the PRMS Oversight Committee;
- (s) "Vendor" means Intergraph Corporation, Inc., a subsidiary of Hexagon, AB.

Section 1.05 Joint Purchasing. To the greatest extent authorized by the Constitution and laws of Illinois, a joint-purchasing agreement is hereby created between the County, the ETSB, and the Participant for the joint purchase of personal property, supplies, and services. At the request of any Party, the County, ETSB or the Participant may include that Party as an additional participant in any invitation to bid, request for proposal or contract. Each Party will be responsible for its own purchase of any personal property, supplies, or service made pursuant to such solicitation.

Section 1.06 System Configuration. The Parties agree that the System shall be configured as one unified, countywide application adhering to NEIM and NIBRS standards. The Parties agree that the map of the System shall be configured as one unified, countywide map to allow for seamless reporting and analytics.

Section 1.07 Agreements with Other Governmental Entities.

- (a) Prior to September 1, 2017, the County may enter agreements with other units of local government, pursuant to the same terms and conditions as contained in this Agreement, for the purposes and objectives set forth in the Recitals.
- (b) After September 1, 2017, the County may, with the consent of the PRMS Oversight Committee, enter agreements with other units of local government or governmental entities for the purposes and objectives set forth in the Recitals but which may contain terms and conditions and impose duties upon such units of local government or governmental entities which may be different from those contained in this Agreement.

Section 1.08 Agreements with Officers and Agencies of DuPage County. The County may enter into similar agreements with the State's Attorney, the Sheriff, and other elected County officers or agencies not under the direct supervision and control of the County Board, pursuant to the same terms and conditions. These officers or agencies shall participate in the System on the same terms as the municipal Participants entering this Agreement pursuant to Section 1.07(a).

Article II. Responsibilities of the County

Section 2.01 Generally. The County shall administer the Records Management System on behalf

of the Participant.

Section 2.02 Staff. The County shall employ such staff persons as the PRMS Oversight Committee and the Information Technology Department deem necessary to maintain and manage the Records Management System, including its operating system, system software, database management software and other hardware and software components necessary to operate and manage the System. The portion of the cost of the salary and benefits of such persons which are directly attributable to their work on the System shall be paid from the PRMS Operation Fund. The Information Technology Department shall determine the percentage of each such staff person's duties that are attributable to the System, and submit to the PRMS Oversight Committee for approval. The Information Technology Department shall notify the PRMS Oversight Committee and seek prior approval for any major variances in staffing.

Section 2.03 Database Management. The County shall maintain the hardware on which the System or its databases reside except to the extent any portion of the System cohabitates with the Computer Aided Dispatch (CAD) System of the ETSB. Whenever such cohabitation occurs, the County, in cooperation with the ETSB, shall co-maintain such hardware.

Section 2.04 PRMS Operation Fund. The County shall create a special fund in the County treasury which shall be known as the PRMS Operation Fund. The County shall not permit expenditures from the PRMS Operation Fund unless directed by the PRMS Oversight Committee. The PRMS Operation Fund shall be an interest-bearing account and the funds therein shall not be co-mingled with any other funds.

Section 2.05 PRMS Equipment Replacement Fund. The County shall create a special reserve fund in the County treasury known as the PRMS Equipment Replacement Fund to be used to pay the costs associated with the eventual replacement of the System. Upon direction by the PRMS Oversight Committee, the County shall transfer funds from the Equipment Replacement Fund to the PRMS Operation Fund for disbursement in accordance with the provisions of Article V. The PRMS Equipment Replacement Fund shall be an interest-bearing account and the funds therein shall not be co-mingled with any other funds. The County shall maintain a record of the individual contributions of each Participant for deposit into the PRMS Equipment Replacement Fund.

Section 2.06 System Oversight. The County shall create a PRMS Oversight Committee as set forth in Article V of this Agreement.

Section 2.07 The County shall require the County Auditor or its external auditor to audit the PRMS Equipment Replacement Fund and the PRMS Operation Fund annually for compliance with this Agreement and report thereon to the County Board and to the PRMS Oversight Committee.

Section 2.08 Additional Administrative Responsibilities. The County shall provide the PRMS Oversight Committee with reasonable assistance in performing its duties under this Agreement. Such assistance shall include administrative, clerical, and compliance related-functions including

those required by the Freedom of Information Act, the Open Meetings Act, and the Local Records Act. County staff shall assist the PRMS Oversight Committee in the preparation of its annual budget and quarterly or other financial reports. County staff shall, at the request of the PRMS Oversight Committee shall prepare all solicitations for bids or proposals and perform procurement functions on behalf of the PRMS Oversight Committee in the same manner it provides such functions on behalf of the departments of County Government as required by the County's Procurement Ordinance.

Section 2.09 Deposit of Funds. The Treasurer shall deposit all moneys collected from Participants, or transferred by the County, for the operation or replacement of the System into the PRMS Operation Fund or PRMS Equipment Replacement Fund, respectively.

Article III. Responsibilities of the ETSB

Section 3.01 Procurement. The ETSB has awarded the contract for the acquisition of the System to the Vendor and pay from its funds, subject to reimbursement from the PRMS Operation Fund, the costs of System licensing and implementation.

Section 3.02 Staffing. The ETSB shall oversee the implementation of the System and maintain its associated database until the County is able to retain staff as set forth in Section 2.02 or the effective date of the Agreement as set forth in Section 7.01 of this Agreement, whichever occurs first.

Section 3.03 Project Management. The ETSB shall provide project management services for the implementation of the System.

Section 3.04 Deliverables. The ETSB shall ensure that the PRMS Vendor performs its responsibilities under the contract.

Section 3.05 Co-Maintenance. The ETSB, in cooperation with the County, shall maintain the hardware where any portion of the System cohabitates with the ETSB's CAD or related applications.

Article IV. Responsibilities of the Participant

Section 4.01 Payment. The Participant shall make annual payments to the County for the purposes set forth in this Agreement in accordance with the schedule adopted by the County in Section 6.05.

Section 4.02 Operation. The Participant shall ensure that its personnel utilize the System in accordance with the policies and regulations the PRMS Oversight Committee may from time to time adopt and amend, including those which require the standardization of data and data entry

procedures.

Section 4.03 Network Connectivity. The Participant shall, at its own expense, provide network connectivity to the System that shall conform to the minimum specifications adopted by the PRMS Oversight Committee, which may from time to time be amended based on the operating needs of the System.

Section 4.04 Hardware. The Participant shall, at its own expense, procure and maintain such hardware as may be necessary for the use of the System by its personnel that shall conform to minimum specifications adopted by the PRMS Oversight Committee, which may from time to time be amended based on the operating needs of the System.

Section 4.05 Data Ownership. The Participant shall retain ownership of all electronic data it provides to the System.

Article V. PRMS Oversight Committee

Section 5.01 Composition. The PRMS Oversight Committee shall consist of members appointed as follows:

- (a) The Chairman of the County Board or his or her designee;
- (b) The Sheriff or his or her designee;
- (c) The State's Attorney or his or her designee;
- (d) The Chief Financial Officer of the County, or his or her designee;
- (e) The Chief Information Officer of the County, or his or her designee;
- (f) The Chairman of the Emergency Telephone System Board (ETSB), or his or her designee;
- (g) Six (6) mayors of municipalities which are Participants in the System appointed by the Board of Directors of the DuPage Mayors and Managers Conference (DMMC) in the manner it determines, or the designee of each appointed mayor. Mayors appointed under this paragraph need not be appointed from municipalities which are members of the DMMC.
- (h) Persons designated to serve in the stead of the County officers or staff members listed in paragraphs (a)-(f) of this Section shall be employees reporting to the respective designating authority who are vested with substantial authority over the operations or finances of the designating authority's office or department.
- (i) The Sheriff and State's Attorney, or their designees, shall not be eligible for membership on the Oversight Committee until their execution of an Agreement with the County Board to participate in the System as set forth in Section 1.08.

Section 5.02 Powers and Duties. The PRMS Oversight Committee shall:

- (a) Adopt rules which shall provide for the selection and terms of its officers and its operations;

- (b) Organize and appoint members to committees and working groups as it deems necessary for System operation;
- (c) Develop policies and regulations governing System usage consistent with the goal of standardization;
- (d) Review requests to join the System and determine a fair share payment of the applicant;
- (e) Review and approve the minimum specifications for any hardware used with the System and ensure Participant compliance;
- (f) Review and determine minimum specifications for network connections to the System and ensure participant compliance;
- (g) Direct the County to transfer funds from the Equipment Replacement Fund or make disbursements from the System Operation Fund to the extent authorized by this Agreement;
- (h) Fully comply with the requirements of the Open Meetings Act and the Freedom of Information Act;
- (i) Determine, no less frequently than annually, the total number of users who will access the System and allocate that number among system Participants. The PRMS Oversight Committee and the affected Participant shall jointly agree to increase or decrease the allocation of users to a Participant;
- (j) Determine the budget for the annual operation of the PRMS System;
- (k) Adopt reasonable rules consistent with the provisions of this Agreement for the ongoing administration, operation, and replacement of the System;
- (l) Establish policies and procedures to provide for the withdrawal of any Participant from the System including those providing for the retrieval and export of the Participant's data and for the return of all or a portion of moneys in the PRMS Equipment Replacement Fund attributable to the Participant;
- (m) Provide guidance and advice to the Information Technology Department as to the job performance of County employees assigned to administer or manage the System;
- (n) Make recommendations to the Information Technology Department as to changes in personnel requirements necessary to operate the System efficiently;
- (o) Fully reimburse the County and the ETSB for all costs incurred in implementing the System other than the costs attributable to Computer Aided Dispatch (CAD) and those PRMS costs attributable to County agencies participating in the System under Section 1.08 of this Agreement;
- (p) Provide quarterly updates to all Participants, including committee meeting minutes and financial reports;
- (q) Develop policies and procedures, in accordance with the law, governing the documentation, retention, ownership, and management of electronic data storage, provided that any policy or procedure which may impact CAD or CAD processes shall not become effective without the consent of the ETSB; and,
- (r) Perform any other administrative functions necessary and proper to carry out the purposes of this Agreement and the goals of standardization and interoperability not otherwise provided for herein.

Section 5.03 Finance and Procurement Policies.

- (a) In General. The PRMS Oversight Committee shall have the exclusive authority to authorize the County to transfer funds from the PRMS Equipment Replacement Fund to the PRMS System Operation Fund and to authorize expenditures from the PRMS Operation Fund.
- (b) Competitive Bidding Required. The provisions of State law applicable to the procurement of services, materials, equipment, or supplies, other than professional services, by County Boards as set forth in Section 5-1022 of the Counties Code shall apply to all contracts authorized by the PRMS Oversight Committee.
- (c) Applicability of the DuPage County Procurement Ordinance. The provisions of the DuPage County Procurement Ordinance shall apply to all purchases authorized by the PRMS Oversight Committee. Where the Procurement Ordinance specifies that an action must be taken by the County Board, the PRMS Oversight Committee shall have the authority to act. Where the Procurement Ordinance provides that an action must be taken by the Chairman of the County Board, the Chairman of the PRMS Oversight Committee shall have the authority to Act.
- (d) Transfers from the Equipment Replacement Fund. The PRMS Oversight Committee shall from time-to-time direct the Treasurer to transfer funds from the PRMS Equipment Replacement Fund to the PRMS Operation Fund for disbursement. Such funds may only be disbursed to pay the costs associated with the upgrade or replacement of the System or consistent with a policy adopted by the PRMS Oversight Committee in accordance with Section 5.02(1).
- (e) Expenditures from the PRMS Operation Fund. The PRMS Oversight Committee shall use moneys in the PRMS Operation Fund for the purposes of
 - (i) Reimbursing the County and the ETSB for costs expended in the implementation of the System;
 - (ii) Reimbursing the ETSB for costs it may incur in its normal operations in an aggregate amount not to exceed the total costs expended by the ETSB in the implementation of the System;
 - (iii) Paying the ongoing periodic costs associated with maintaining the System,
 - (iv) Paying the costs of system upgrade or replacement when such funds have been transferred from the Equipment Replacement Fund for that purpose,
 - (v) Reimbursement of Participant funds consistent with a policy adopted by the PRMS Oversight Committee in accordance with Section 5.02(1), or
 - (vi) Any other purpose the PRMS Oversight Committee may expressly authorize, provided that funds shall only be authorized for costs associated with the System.

Section 5.04 Meetings of the PRMS Oversight Committee.

- (a) Open Meetings Act. The provisions of the Open Meetings Act shall apply to all meetings of the PRMS Oversight Committee. The County shall cause notice of such meetings and their agendas to be posted on its website in accordance with the Act. The County shall

furnish meeting space when requested to do so by the PRMS Oversight Committee. Consistent with the provisions of the Open Meetings Act, members of the PRMS Oversight Committee may attend meetings remotely when they are unable to attend in person for any reason authorized by the Act with reasonable notice to the PRMS Oversight Committee and its approval.

- (b) Quorum. Quorum for a meeting of the PRMS Oversight Committee shall be three-quarters (3/4) of the members entitled to be appointed to the Committee.
- (c) Super Majority Required. All actions of the PRMS Oversight Committee shall require the affirmative vote of three-quarters (3/4) of the membership entitled to be appointed to the Committee. So long as the PRMS Oversight Committee consists of twelve (12) members, nine (9) members shall constitute three-quarters (3/4) of the membership entitled to be appointed.
- (d) Meeting Schedule. The PRMS Oversight Committees shall annually give notice of its meeting schedule with shall include at least one meeting scheduled per quarter.

Article VI. Finance

Section 6.01 Initial Cost Allocations. Not later than September 1, 2017, the ETSB shall provide each Participant with an estimated total initial cost for the first year of System operation as well as the cost attributable to each Participant. The cost estimate will include the total costs of System acquisition anticipated to be paid by the ETSB, and the total number of user licenses System wide.

Section 6.02 Costs Attributable to System Operation. The following costs are deemed attributable to System Operation and shall be paid from the PRMS Operation Fund:

- (a) The total cost of annual System licensing and maintenance paid to the Vendor;
- (b) The full salary, benefits, and related expenses of County personnel devoting 100% of their duties to the maintenance or operating of the System;
- (c) The portion of the annual salary and benefits of County personnel devoting at least 40% of their duties to the maintenance or operation of the System as determined by the Information Technology Department and approved by the PRMS Oversight Committee;
- (d) Ongoing maintenance costs of System equipment; and
- (e) Other costs related to System operation when expressly determined as such and authorized by the PRMS Oversight Committee, including commodities, hardware, professional services, and capital.

Section 6.03 System Cost Allocation Formula. The PRMS Oversight Committee shall allocate the cost of System operation among Participants in accordance with the following formulae:

Total System Cost

$$\begin{aligned} &= (\text{Capital costs}) + (\text{salary and benefits of System personnel}) \\ &+ (\text{projected annual maintenance costs}) \\ &+ (\text{Equipment Replacement Contribution}) + (\text{other authorized costs}) \end{aligned}$$

$$\frac{\text{Total System Cost}}{\text{total number of authorized users Systemwide}} = \text{Cost per user}$$

$$\text{Cost per user} * (\text{number users per Participant}) = \text{Annual Participant Cost}$$

Section 6.04 Equipment Replacement Contribution. The PRMS Oversight Committee shall annually review the estimated costs associated with replacing the System, and may increase the total replacement costs. If the PRMS Oversight Committee determines that the replacement costs shall increase, it will compute the estimated costs associated with replacing the System at the end of its useful life and determine, based on the number of users allocated to each Participant, each Participant's anticipated proportional share of the cost of System replacement following the expiration of the Agreement. Each Participant's anticipated proportional share of the cost of System replacement costs shall be divided by the number of years in the term of this Agreement, or the remaining number of years in the Agreement, and shall represent the Participant's annual share of System replacement that each Participant shall pay for deposit into the PRMS Equipment Replacement Fund. Each Participant's portion of the Equipment Replacement Contribution shall be determined by dividing the total estimated Equipment Replacement Contribution by the number of users Systemwide and multiplying that result by the number of users assigned to the Participant in accordance with the following formulae:

$$\text{Per User Equipment Replacement Contribution} = \frac{\text{Total Estimated Equipment Replacement Cost}}{\text{total number of authorized users systemwide}}$$

$$\begin{aligned} &\text{Participant Replacement Share} \\ &= \text{Per User Replacement Contribution} * (\text{number users per Participant}) \end{aligned}$$

Unless otherwise determined by the PRMS Oversight Committee, the Total Estimated Equipment Replacement Cost is \$3,000,000.

Section 6.05 Invoice Schedule. The County, through its Chief Financial Officer, shall annually invoice the Participant for System operation and for equipment replacement. Each Participant shall pay such invoices in accordance with the provisions of the Local Government Prompt Payment Act.

Article VII. Term and Termination

Section 7.01 Effective Date. This Agreement shall become effective on September 1, 2017, or upon the date it is executed by the Parties, whichever occurs later. Thereafter, the obligations of the respective Parties as set forth in this Agreement shall be immediately binding on the Parties.

Section 7.02 Term of Agreement. The Initial Term of this Agreement shall be from the Effective Date until April 30, 2024. Thereafter, the Agreement shall renew for successive one (1) year terms commencing on May 1, unless a Party terminates the Agreement as set forth in Section 7.03 or the Parties agree in writing to a longer extension.

Section 7.03 Termination by Election of Parties. A Party may terminate this Agreement for any reason by notifying the other in writing prior to November 1 in the year immediately preceding a renewal of a successive term of the Agreement as provided in Section 7.02. One Party shall not terminate this Agreement during its Initial Term without the consent of the other.

Article VIII. Miscellaneous Terms

Section 8.01 No Joint Venture. This Agreement shall not be construed in such a way that any Party is or is deemed to be, the representative, agent, employee, partner, or joint venture of the other. The Parties shall neither have the authority to enter into any agreement, nor to assume any liability, on behalf of any other Party, nor to bind or commit the other Party in any manner, except as expressly provided herein.

Section 8.02 Notice. All notices required to be given pursuant to this Agreement shall be in writing and addressed to the Parties at their respective addresses set forth below. All such notices shall be deemed duly given if personally delivered, or if deposited in the United States mail, registered or certified return receipt requested, or upon receipt of facsimile transmission. Notice given as provided herein does not waive service of summons or process.

If to the County, to:

Attention: DuPage County
c/o Emergency Telephone System Board
421 County Farm Road
Wheaton, IL 60187

If to the Participant, to:

City of Wheaton
c/o City Manager
303 W. Wesley Street
Wheaton, IL 60187

Section 8.03 Entire Agreement. This Agreement constitutes the entire agreement with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between the Parties with respect to the subject matter hereof.

Section 8.04 Approval Required and Binding Effect. This Agreement shall not become effective unless authorized by each Party's respective corporate authorities or governing body. Upon authorization., this Agreement constitutes a legal, valid and binding agreement, enforceable against the Parties.

Section 8.05 Representations. Each Party represents that it has the authority to enter into this Agreement and undertake the duties and obligations contemplated by this Agreement and that it has taken or caused to be taken all necessary action to authorize the execution and delivery of this Agreement.

Section 8.06 Indemnification. The Parties hereby release and agree that each shall indemnify and hold harmless the other Party and all of its present, former and future officers, including board

members, commissioners, employees, attorneys, agents and assigns from and against any and all losses, liabilities, damages, claims, demands, fines, penalties, causes of action, costs and expenses whatsoever, including, but not limited to, attorneys' fees and court costs, present or future, known or unknown, sounding in law or equity that arise out of or from or otherwise relate, directly or indirectly, to this Agreement to the extent authorized by law, including, but not limited to any injury or damage caused by the failure of System to function properly, the quality of the data contained in the System, or the failure of the System to operate as designed. This Section is an agreement between local public entities to allocate or share liability from an injury resulting from their joint undertaking of a shared function under Article VII of the Local Government and Governmental Employees Tort Immunity Act.

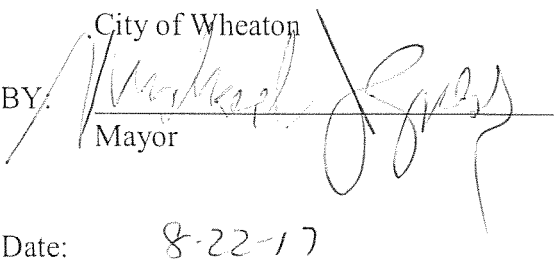
Section 8.07 Committee Composition. The Committee set forth in Article V of this Agreement, may from time to time and by a three-quarters (3/4) vote of members entitled to be appointed, make changes to the composition, manner of selection, or number of their respective memberships. So long as the PRMS Oversight Committee consists of twelve (12) members, nine (9) members shall constitute three-quarters (3/4) of members entitled to be appointed.

Section 8.08 Appropriations. The Parties hereby agree that the duties imposed on by this Agreement contemplate the appropriation of funds required to perform such duties. To the extent authorized by law, the Parties agree to appropriate when necessary, and in the manner provided by law, such funds as may be required to perform their respective duties under the Agreement.

Section 8.09 Amendments. This Agreement may be amended upon the written agreement of the Parties.

WHEREFORE, the Parties have signed and executed this Agreement as of the dates written below in the County of DuPage, State of Illinois.

County of DuPage, Illinois
BY: _____
Chairman, DuPage County Board

City of Wheaton
BY:  _____
Mayor

Date: _____

Date: 8-22-17

