

DOCUMENT VET SHEET
for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: 911 Subscriber Agreements _____

Submitted by: Jennifer Baustian _____

Date Submitted: March 2, 2011 _____

Examined by: _____
(Print name)

(Signature)

(Date)

Comments:

Chairman signed: Yes No 3-14-11
(Date)

Document returned to: J. BAUSTIAN

911 SERVICE SUBSCRIBER AGREEMENT

THIS AGREEMENT is made and entered into this 14th day of JANUARY, 2011 between Kane County (hereinafter referred to as "County") and KANEVILLE FIRE PROT. DIST., as the governing body responsible for providing the budget and funding for one or more public safety agencies (hereinafter referred to as "Subscriber").

WHEREAS, Subscriber desires the following public safety agency (hereinafter referred to as "User(s)") to receive emergency communication support from the County's 911 provider (hereinafter referred to as "KaneComm") for the purpose of answering, processing and directly dispatching emergency calls within the defined service area: OP
KANEVILLE FIRE PROT. DIST.

WHEREAS, the Kane County Emergency Communications Board (hereinafter referred to as "KaneComm Board") has established fees and charges for Subscribers per Section 6 of Chapter 24 of the Kane County Code attached hereto as Exhibit A, and

WHEREAS, Subscriber desires to utilize the services of KaneComm to provide said emergency communication support.

NOW, THEREFORE, IT IS AGREED as follows:

1. TERM: The term of this agreement shall be for three calendar years beginning on December 1, 2010 and shall remain in effect through November 30, 2013. This agreement may terminate upon written request made by Subscriber to the KaneComm Director no later than November 30 of the year preceding the requested termination of services.

2. CALCULATION OF TOTAL COSTS: For purposes of calculating total costs during the 2011 fiscal year, the following formula shall be applied:

Total cost shall mean the percentage of total services used attributable to an individual User plus the Base Fee. The percentage of total services used shall be determined by dividing the total number of calls for service (hereinafter referred to as "CFS") by number of CFS attributed to an individual User for the period August 1 of the preceding year through July 31 of the current year.

The Base Fee shall be calculated as follows: Subscribers whose call percentage as compared to the total number of calls for service constitutes one percent (1%) or less of the total CFS shall pay a Base Fee of Five Thousand Dollars (\$5,000). Subscribers whose call percentage as compared to the total number of CFS is greater than one percent (1%) but less than forty percent (40%) of the total CFS shall pay a Base Fee of Ten Thousand Dollars (\$10,000). Subscribers whose CFS percentage as compared to the total number of CFS is greater or equal to forty percent (40%) shall pay a Base Fee of Twenty Thousand Dollars (\$20,000). For purposes of determining the Base Fee, the total CFS of all Users shall be considered.

For purposes of calculating total costs during the 2012 fiscal year, the following formula shall be applied: Total cost shall mean an increase not to exceed five percent (5%) of the 2011 fiscal year total cost on a per user basis. The adopted 2012 operating budget of KaneComm shall determine the overall increase necessitated up to five percent (5%).

For purposes of calculating total costs during the 2013 fiscal year, the following formula shall be applied: Total cost shall mean an increase not to exceed five percent (5%) of the 2012 fiscal year

total cost on a per user basis. The adopted 2013 operating budget of KaneComm shall determine the overall increase necessitated up to five percent (5%).

3. DETERMINATION OF CALLS: The CFS volume shall be determined using data extrapolated from the New World Systems Computer Aided Dispatch Application.

4. USERS: Users under this Agreement may include any police, fire, emergency medical, office of emergency management, health department, or other related governmental agency with operations in Kane County and shall participate in the User Group established under Section 10 of Chapter 24 of the Kane County Code through one representative appointed by the Subscriber to serve on the User Group.

5. RESOLUTIONS REQUIRED: Each Subscriber shall furnish a certified copy of a resolution authorizing the Subscriber to enter into a 911 Service Subscriber Agreement which resolution shall be attached hereto and made a part hereof.

6. DESCRIPTION OF SERVICES TO BE PROVIDED: KaneComm agrees to provide 911 services and public safety dispatching services under the terms of this Agreement. Such services shall be provided twenty-four (24) hours a day, seven (7) days a week and shall include the following:

- a. The answering of emergency telephone calls to 911 and other emergency telephone lines as shall be required for emergency medical, fire, and police services.
- b. Emergency and routine radio communications with emergency medical, fire, police or other emergency service providers.
- c. Communications between providers and other resources related to emergency communication.

7. KANECOMM PERSONNEL AND EQUIPMENT: For purposes of performing the services outlined in section (6) above, KaneComm shall furnish and supply all necessary personnel, supervision, administration, equipment and supplies. KaneComm shall also provide all necessary telephony in support of this service at its facility, including lines and databases.

8. COMMUNICATION EQUIPMENT: All Users shall operate on the KaneComm radio frequencies in order to establish and maintain an enhanced level of service for the purpose of safety for all personnel. Subscriber agrees to furnish and to pay for the installation of equipment that meets or exceeds minimum compatibility with the communications infrastructure to include purchasing, maintaining and repairing their own base, mobile and portable radio equipment, as well as direct landlines from the 911 emergency communications center to their individual stations, remote radios and offices. Current recommendations of compatible equipment shall be furnished by the KaneComm Director upon request.

9. FACILITIES: Kane County shall provide the facility for 911 operations including all staff and equipment as outlined above and shall provide for the maintenance thereof.

10. BUDGET: An annual budget shall be prepared by the KaneComm Director with cost allocations for each Subscriber and shall be distributed to the Users and Subscribers by September 30 of each year.

11. PAYMENTS: KaneComm shall provide Subscriber with an invoice to include the total cost due determined as provided in Section 6 of Chapter 24 of the Kane County Code which shall be due within sixty (60) days after delivery of the invoice. Invoices shall be processed annually on the first day of July. Payments made later than thirty (30) days after the due date shall be subject to an interest penalty of one percent (1%) on any unpaid balance for each month or fraction thereof after the due date until final payment is made.

12. PROCUREMENT: Kane County Procurement policies shall govern with regard to all purchases and procurements.

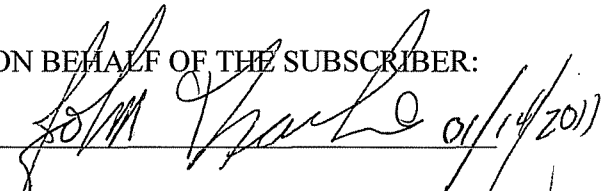
13. INSURANCE: Subscribers shall provide to the KaneComm Director proof of liability insurance for all Users within thirty (30) days of acceptance of this Agreement. Subscriber shall notify the KaneComm Director in the event of any changes to or cancellation of said liability insurance, and the County shall be listed as an additional insured on such policy.

14. GOVERNING LAW: This Agreement shall be governed and construed in accordance with the laws of the State of Illinois. Any claim, action, suit, or proceeding arising from or relating to this Agreement shall be brought and conducted within the Sixteenth Judicial Circuit of Kane County.

15. INDEMNIFICATION AND HOLD HARMLESS: Subscriber shall indemnify and hold harmless the County, the KaneComm Board, its agents, officials, and employees from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the County as a consequence of this Agreement.

16. SEVERABILITY: If any terms or provisions of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular terms or provision held invalid.

17. EXECUTION IN COUNTERPARTS: This Agreement may be executed in counterparts and each counterpart when executed shall be deemed as one and the same document.

ON BEHALF OF THE SUBSCRIBER:


Print Name:
John T. LARKIN

Title:
Trustee - Sec - Fees.

ON BEHALF OF KANE COUNTY:


Print Name:

Title:
