

INTERGOVERNMENTAL AGREEMENT
between the
COUNTY OF WILL
and
CITY OF JOLIET

This intergovernmental agreement is entered into between the County of Will, a body corporate and politic and the City of Joliet; said governmental City of Joliet desires to enter into an agreement for the County of Will to provide communications system access to the City of Joliet 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 daily, operable 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 for a period of ten (10) years . 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 for a period of ten (10) years , or until such time as either the County of Will or the City of Joliet withdraws from the terms of the agreement.
- 1.3 **Withdrawal:** Participants may elect to withdraw from further participation. The withdrawal shall be effective 90 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 Joliet 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 Joliet may activate in order to preserve the operational integrity of the County of Will 800 MHz radio system.
- 2.4 City of Joliet 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 Joliet 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 Joliet has accomplished training in the use of equipment, said training to be provided by the County of Will or its 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 One private talk group. Additional talk groups may be requested and will be considered on a case-by-case basis, in the sole discretion of the Will County Radio System Manager.
 - 3.1.3 Will County will perform a system audit of City of Joliet user activity at the request of the City of Joliet for a nominal fee.
- 3.2 Compensation provided by the City of Joliet
 - 3.2.1 The City of Joliet will pay no monthly access for utilization of the County of Will 800 MHz radio system for the purpose of daily, operable 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 Joliet agrees to abide by FCC and other applicable rules and standards regulating the use of public safety communications.
- 3.3.2 The City of Joliet agrees to abide by the policies and procedures established by the Will County Radio System Manager.
- 3.3.3 The City of Joliet 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 Joliet 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 Joliet will attempt to arrive at a mutually acceptable solution.
- 4.2 Should the City of Joliet Designee and Will County Radio System Manager not be able to come to a 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 a 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 Joliet 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 Joliet service during a period of interruption or suspension due to radio equipment failure.

6. CIVIL LIABILITY

The City of Joliet 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 Joliet under the terms of this agreement.

~~The County of Will hereby agrees to indemnify and hold harmless the City of Joliet, any City of Joliet 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 County of Will 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 Joliet personnel in response to calls or requests for assistance directed to the City of Joliet.
- 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 Joliet.
 - 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.

COUNTY OF WILL

By: _____

Date: _____

Name: Jennifer Bertino-Tarrant

Title: Will County Executive

ATTEST: _____

By: _____

Date: _____

Name: Annette Parker

Title: Will County Clerk

CITY OF JOLIET

By: _____

Date: _____

Name: H. Elizabeth Beatty

Title: City Manager

ATTEST: _____

By: _____

Date: _____

Name: Lauren O'Hara

Title: City Clerk

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 |