

INTERGOVERNMENTAL AGREEMENT

**BETWEEN WESCOM AND INDIVIDUAL WESCOM MEMBERS FOR STARCOM21 RADIO PROJECT
FINANCING**

This INTERGOVERNMENTAL AGREEMENT ("The Agreement") is entered into by and between the Western Will County Communication Center, (WESCOM) on its own behalf, and with Village of Homer Glen, a MEMBER AGENCY of WESCOM.

RECITALS

WHEREAS, WESCOM and the WESCOM member agencies are part of a collaboration to enhance their ability to effectively respond to emergency calls to 9-1-1 through interoperable public safety communications capabilities available throughout the service area of WESCOM; and

WHEREAS, the Constitution and laws of the State of Illinois permit units of local government to enter into intergovernmental agreements in such a manner as is not restricted by law or ordinance; and

WHEREAS, WESCOM was formed under Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220, The Intergovernmental Cooperation Act;

WHEREAS, WESCOM considers an interoperable radio network infrastructure and related emergency dispatch equipment to be an essential component of WESCOM as well as integral to producing an effective response by the appropriate first responding member agency as a result of an emergency call to 9-1-1; and

WHEREAS, WESCOM and its member agency units of local government previously collaborated to develop various two-way radio systems to facilitate responses to emergency calls to 9-1-1;

WHEREAS, WESCOM intends to facilitate a modern interoperable emergency radio dispatch system for use by first responders within the WESCOM service area; and

WHEREAS, WESCOM wishes to establish the terms and conditions under which an interoperable emergency dispatch radio system will be made available to its first responding member agencies; and

WHEREAS, WESCOM desires the use of an interoperable emergency dispatch radio system for its personnel and the personnel of its member agencies to effectively respond to emergency calls to 9-1-1; and

WHEREAS, WESCOM has determined that it is in the best interests of its member agencies and the people they serve to partner with the GRUNDY COUNTY EMERGENCY TELEPHONE SYSTEM BOARD to establish an interoperable emergency radio system; and

WHEREAS, the State of Illinois has a Master Contract with the Motorola STARCOM21 radio system for use for public safety purposes and has made access to the system available to local public safety agencies; and

WHEREAS, WESCOM and its member agencies believe that the goal of enhancing their ability to effectively respond to emergency calls to 9-1-1, however initiated, through interoperable public safety communications capabilities for its members, will be realized by providing an interoperable emergency radio dispatch system consisting of the following:

1. A radio network infrastructure that will consist of adding three (3) STARCOM21 radio sites and an additional site shared by WESCOM with the GRUNDY COUNTY EMERGENCY TELEPHONE SYSTEM BOARD, who will also add three (3) STARCOM21 radio sites, to achieve 16db coverage with an overall goal of a 2% Grade of Service (GOS) as determined by the *Acceptance Testing Plan*, interoperable emergency dispatch radio system for use by the members of WESCOM;
2. Certain two-way radios ("subscriber units") necessary for two-way emergency dispatch communications on the Interoperable radio network infrastructure for the use of WESCOM's public safety agencies, including, but not limited to, its police and fire departments, on the terms more fully described herein;
3. Certain radio control stations belonging to WESCOM for the use of WESCOM's public safety agencies on the terms more fully described herein;
4. All associated connections required to complete interoperability; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, WESCOM on its own behalf, and on behalf of WESCOM's member agencies, WESCOM and its member agencies hereto hereby agree as follows:

Part 1 – Incorporation of Recitals and Definitions

Section 1.1 – Recitals Incorporated. The recitals set forth above are incorporated in this Agreement by reference and made part of this Agreement.

Section 1.2 – Definitions. As used in this agreement, unless the context clearly requires otherwise, the following terms shall have the following meanings:

- a) "WESCOM" means the Western Will County Communication Center, Illinois, an Intergovernmental agency created in 1992 for the joint and mutual operation of a centralized public safety communications system on behalf of its member agencies, established pursuant 5 ILCS 220 Intergovernmental Cooperation Act in Will, DuPage, Kendall, Grundy, and Cook Counties;
- b) "STARCOM21 System" means the Interoperable emergency dispatch radio system consisting of network and equipment utilizing the local STARCOM21 sites as integrated as part of the overall radio system, as part of the State of Illinois Master Contract with Motorola/STARCOM21;
- c) "Motorola" means Motorola, Inc., a business corporation organized under the laws of the State of Delaware;
- d) "STARCOM21" means a 700/800MHz, Association of Public-Safety Communications Officials (APCO) Project 25 P25 interoperable, digital, trunked statewide voice and data radio communications network owned and operated by Motorola, under a public-private contract with the State of Illinois by way of Illinois Central Management Services;

- e) "Impact Fee" means a dollar value charged by STARCOM21 to increase the capabilities of various radio site components, which equipment is not owned by WESCOM, in order to provide two-way voice and data communications within the WESCOM service area. WESCOM will coordinate payments from the MEMBER AGENCY to Motorola for the financing of the Impact Fee;
- f) "Port Fee", also known as "Air Time", is the fee charged by STARCOM21 as a flat, annual fee that provides for the service, repair, replacement, maintenance, software upgrades, hardware replacement, and access to the radio system. WESCOM will divide this fee on a per-radio, per-month basis for cost recovery from the MEMBER AGENCY;
- g) "Lease-Purchase Agreement" is the finance agreement between WESCOM and Motorola to allow MEMBER AGENCIES through WESCOM to finance, over time, the cost of the MEMBER AGENCY'S subscriber radios, and "Impact Fee";
- h) "WESCOM Member Agency(ies)" are those agencies that have executed the WESCOM Intergovernmental Agreement and receive service from WESCOM or any agency which hereinafter becomes a member of WESCOM;
- i) "Equipment" shall mean the subscriber radio units, control stations, and all attendant hardware and software as is further defined in Attachment A to this Agreement.

Part 2 – Allocation of Equipment, Ownership, System Access

Section 2.1 – Generally, pursuant to this agreement, WESCOM acts as a pass-through for the purchase of products and services from Motorola and Motorola-STARCOM21. Funds will be collected from the MEMBER AGENCY by WESCOM, and payments will then be made to Motorola. Ownership of equipment as set forth in Section 2.2 shall be determined as follows: For outright purchase through WESCOM, the equipment will immediately become property of the MEMBER AGENCY. For MEMBER AGENCIES utilizing the financing plan, WESCOM shall maintain ownership, and shall insure the equipment until all payments and obligations are completed, then the MEMBER AGENCY shall become the owner of the equipment.

Section 2.2 – MEMBER AGENCY Allocated Equipment. The MEMBER AGENCY, at its own expense and through payments to WESCOM, shall acquire the subscriber radio units, control stations, and other equipment for use with the WESCOM STARCOM21 System as set forth in Attachment A. Attachment A is made a part of this agreement and incorporated herein. The parties agree that Attachment A was developed by WESCOM in consultation with the MEMBER AGENCY and reflects the appropriate allocation of equipment for the MEMBER AGENCY. The equipment listed on Attachment A shall be purchased through WESCOM and become the sole property of the individual MEMBER AGENCY upon repayment to WESCOM of all monies advanced by WESCOM on behalf of the MEMBER AGENCY and as set forth herein.

Section 2.2a – Additional Equipment. The MEMBER AGENCY may opt for certain accessories or options as outlined in Attachment A. The cost of these options or equipment is set forth in

Attachment A in the section labeled "Agency Obligations". The MEMBER AGENCY agrees that it is responsible for the cost of the additional options or equipment described in Attachment A, including its purchase, maintenance, and operation. WESCOM shall make such payment prior to October 31, 2018. WESCOM further agrees that any options which are integrated as part of the subscriber units, consoles, control stations create an ownership interest in the equipment and that said subscriber units, consoles, control stations remain the sole property of the individual WESCOM MEMBER AGENCIES.

Section 2.3 – Access to the STARCOM21 System. An annual "Port Fee" is being charged WESCOM by STARCOM21. This flat rate will be calculated based on a per radio, per month rate and assessed to the MEMBER AGENCY. WESCOM will collect the MEMBER AGENCY'S share of the port fee commencing November 1, 2017. See Attachment A.

Section 2.4 – Assignment Prohibited. Neither WESCOM nor the MEMBER AGENCY will have the right to transfer, assign, sublease, modify, or confer any rights or benefits with respect to the use of the STARCOM21 system, including allocated equipment, to any third party without the written permission of WESCOM. This Section does not prohibit WESCOM or the MEMBER AGENCY from allocating equipment to the first responding personnel of the MEMBER AGENCY;

Section 2.5 – Use of the WESCOM STARCOM21 System Equipment. All equipment purchased by a WESCOM MEMBER AGENCY as described in Attachment A shall be used for the purposes permitted by law and by personnel associated with emergency response including radio system operators and first responding emergency personnel. WESCOM and the MEMBER AGENCY may also use said equipment for any other purpose related to its official duties in accordance with all applicable Federal, State and local laws and ordinances provided that such use does not represent any additional cost to WESCOM.

Part 3 – Control and Operation of Radio Systems

Section 3.1 – STARCOM21 System. The parties agree that the management and control of the STARCOM21 System is and shall remain under full control and supervision of WESCOM. The parties agree that WESCOM is and shall be the sole point of contact and authority with regard to the STARCOM21 sites utilized to achieve 16db coverage, WESCOM is and shall be the sole point of contact and authority for the initial deployment as well as any new or added equipment that may in the future be made part of the WESCOM STARCOM21 System and other networks or property. This status shall include all WESCOM owned towers, radio equipment, connections, generators, computers, and all other such attachments and appurtenances.

Section 3.2 – Radio Frequencies. STARCOM21 utilizes a mix of locally-allocated 700MHz frequencies as well as 700MHz frequencies assigned to the State of Illinois. WESCOM shall provide the STARCOM21 system with the appropriate licensed frequencies as may be allocated to WESCOM through the Regional Planning Committee (RPC) Region 54, and as may be requested, for future capacity. WESCOM shall make available such updated or alternative frequencies as may be allocated and requested.

Section 3.3 – Programming of Equipment. WESCOM shall have sole programming authority for subscriber units, consoles, and control stations pursuant to maintenance and warranty

agreements entered into by WESCOM for the WESCOM STARCOM21 System during the term of this Agreement. Due to the critical nature of the programming of the radios, WESCOM staff will be solely responsible for maintenance of the Advanced System Key (ASK) and any encryption programming

Section 3.4 – Access Limitations. The parties agree that no additional subscriber units shall be added to the WESCOM STARCOM21 System beyond the number of subscriber units allocated as part of this Agreement without first obtaining the approval of WESCOM. WESCOM may limit access to the WESCOM STARCOM21 System to the number of subscriber units allocated to the MEMBER AGENCY as part of this agreement if it determines that additional subscriber units would adversely impact the system's performance, channel capacity, and the contractually-determined grade of service.

Section 3.5 – Local Radio System. The parties agree that WESCOM shall retain ultimate authority and ownership over its existing radio equipment and system(s) as well as any new, added equipment which may in the future be made a part of WESCOM's radio system, other networks, or property. The parties further agree that any WESCOM-owned equipment which may be installed at a MEMBER AGENCY'S existing communication location pursuant to this agreement shall remain WESCOM's property and shall not be disturbed.

Part 4 – Responsibilities of WESCOM

Section 4.1 – Delivery and Installation of WESCOM STARCOM21 Equipment. Pursuant to a mutually agreed upon schedule, and consistent with the timeline for the deployment of the WESCOM STARCOM21 System, WESCOM and its contractors shall (a) install consoles and control stations at WESCOM; (b) deliver the equipment described in Section 2.2 and Section 2.2a and (c) install necessary telephony equipment for the interoperability as designated by the STARCOM21 requirements. WESCOM shall not be responsible for the installation of any additional MEMBER AGENCY equipment such as mobile radios or control stations at agency facilities. The parties agree that this Agreement contemplates WESCOM's participation in the installation of only the necessary equipment described herein. Should a WESCOM MEMBER AGENCY subsequently desire the participation of WESCOM in the installation of additional equipment such participation is not governed or contemplated by this Agreement.

Section 4.2 – Training. WESCOM shall provide training on an ongoing basis on the use and operation of WESCOM STARCOM21 equipment for the MEMBER AGENCY'S personnel responsible for the operation of such equipment as deemed necessary by WESCOM.

Section 4.3 – Performance. WESCOM shall make available to the MEMBER AGENCY such system coverage and performance as provided in the purchase agreement between Motorola and WESCOM. Improvements, modifications or changes made to improve system coverage and performance may only be done with the approval of WESCOM and other necessary parties at the expense of the MEMBER AGENCY. WESCOM retains the authority to increase channel capacity, if feasible, at the request of a MEMBER AGENCY which may, at WESCOM's option be at the MEMBER AGENCY'S expense.

Section 4.4 – Payment of Cost of Purchase. WESCOM shall be responsible for those costs associated with the core operations of the WESCOM STARCOM21 System. Core Operations shall include maintenance of WESCOM provided equipment, consoles, control stations, subscriber units, telephony, network, and backhaul.

Section 4.5 – Payment of Maintenance Costs.

- a) WESCOM shall be responsible for the maintenance costs for the WESCOM STARCOM21 System expenses that are directly billed to WESCOM by the providers of such maintenance services. Annual maintenance for WESCOM tower sites, generators, and WESCOM-owned infrastructure control stations shall be covered by WESCOM;
- b) WESCOM will review its ability to continue to pay the cost of maintenance for subscriber units, consoles and control stations. If it is determined that it cannot continue to fund the cost of maintenance for subscriber units, consoles and control stations, WESCOM may, in its discretion, transfer those assets to the MEMBER AGENCY in accordance with the provisions of Section 6.6.

Section 4.6 – Payment of Telephone and Utility Costs. WESCOM shall be responsible for telephone, network, microwave, and utility costs, unless as otherwise defined within this document, and expenses associated with the WESCOM STARCOM21 System.

Section 4.7 – Duty to Contract with Motorola for Use of Radio System Network. WESCOM shall enter into a user agreement with Motorola on behalf of the MEMBER AGENCY for a period of ten (10) years to permit the use of the equipment described in Attachment A to operate on the WESCOM STARCOM21 System. The price for this contract shall be determined pursuant to contract negotiations between Motorola and the State of Illinois. A cost projection is provided in Attachment B. WESCOM will not be responsible for the costs associated with use of equipment beyond the equipment deployed to the member agency as set forth in Section 2.2.

Part 5 – Responsibilities of the MEMBER AGENCY

Section 5.1 – Reimbursements to WESCOM. The MEMBER AGENCY shall reimburse WESCOM for costs incurred by WESCOM as a result of purchases made by WESCOM at the request of and for the benefit of the MEMBER AGENCY which may include, but are not limited to, the following:

- (a) Purchase costs of subscriber radios, or finance payments described in Attachment A;
- (b) Non-standard programming, special re-programming, or other added expenses associated with the maintenance of equipment owned by the MEMBER AGENCY;
- (c) Installation or re-installation costs of mobile equipment is the responsibility of each MEMBER AGENCY;

- (d) Installation or re-Installation costs of equipment owned by the MEMBER AGENCY which requires permanent installation are borne by the MEMBER AGENCY; or
- (e) Special equipment, service, or connections for which only the MEMBER AGENCY directly benefits.
- (f) Framework of the payment schedule:
 - a. While nothing is due to Motorola until November 2018, WESCOM will be collecting funds in order to make payments to Motorola by November 2018.
 - b. For MEMBER AGENCIES paying for the radios in a lump sum and not financing the radio acquisition, WESCOM can receive the full amount any time prior to October 1, 2018.
 - c. For MEMBER AGENCIES financing radios through Motorola, using WESCOM as a single-point-of-payment, WESCOM will start billing its MEMBER AGENCIES commencing October 2017. MEMBER AGENCIES may pay the lease-purchase amount monthly, in one lump sum for the annual cost, or work out a payment plan to WESCOM so that the entire annual amount has been submitted to WESCOM by October 1, 2018. Amounts due are found in Attachment A.
 - d. Every WESCOM MEMBER AGENCY will advise WESCOM its desired payment schedule for the subscriber radios, and then be billed via the routine monthly invoice from WESCOM for membership fees.
 - e. Billing of "Port Fee" aka Air Time: WESCOM will be paying STARCOM21 for the Port Fee starting January 2018. In order for WESCOM to act as the single-point-of-payment, WESCOM will start billing its MEMBER AGENCIES commencing October 2017. MEMBER AGENCIES may pay the Port Fee monthly, in one lump sum for the annual cost, or work out a payment plan to WESCOM so that the entire annual amount has been submitted to WESCOM by October 1, 2018. Every WESCOM MEMBER AGENCY will advise WESCOM its desired payment schedule for the Port Fees, and then be billed via the routine monthly invoice from WESCOM for membership fees. Port Fees are shown for the ten (10) year duration of the agreement in Attachment A for each agency. See section 5.3.
 - f. Billing of Impact Fees: WESCOM will be paying STARCOM21 for the Impact Fees starting November 2018. In order for WESCOM to act as the single-point-of-payment, WESCOM will start billing its MEMBER AGENCIES commencing October 2017. MEMBER AGENCIES may pay their portion of the Impact Fee amount monthly, in one lump sum for the annual cost, or work out a payment plan to WESCOM so that the entire annual amount has been submitted to WESCOM by October 1, 2018 and every October for the duration of the seven (7) year financing of the Impact Fee. Every WESCOM MEMBER AGENCY will advise

WESCOM its desired payment schedule for the Impact Fees, and then be billed via the routine monthly invoice from WESCOM for membership fees. This fee ceases in year eight (8) of the agreement.

Section 5.2 – Use of Equipment. The MEMBER AGENCY and its personnel shall use WESCOM's STARCOM21 system and other equipment for official purposes only. The MEMBER AGENCY shall ensure that subscriber units are issued only to personnel designated as first responders and that such personnel keep each subscriber unit tuned at all times to the licensed interoperable frequencies designated and programmed by WESCOM. For security purposes, the MEMBER AGENCY shall ensure that any access codes, passwords, or proprietary information provided by WESCOM shall only be given to those authorized by WESCOM to receive them. The parties authorize WESCOM to review compliance with this section.

Section 5.3 – Reimbursement to WESCOM for System Access. With respect to the Port Fee, (a) STARCOM21 is not charging for the first two (2) years of Port Fees. (b) Commencing November 2018, WESCOM and Grundy ETSB will track the total number of subscriber radios and calculate the per-radio/per-month rate and invoice MEMBER AGENCIES according to the radio counts in Attachment A. By the 28th of each month, WESCOM and Grundy ETSB will confirm the total number of subscriber radios in the system and adjust the calculation of the monthly fee. (c) Commencing November 2020, the Port Fee will increase by 1.7% per year until November 2026 at which time a similar Port Fee agreement will be renegotiated with MOTOROLA STARCOM21.

Section 5.4 – Cooperation and Access. Throughout the term of this Agreement, the MEMBER AGENCY shall provide WESCOM with reasonable cooperation and access to its assigned subscriber radios to promote the proper performance of the subscriber units, accessories, and other equipment for the training of the MEMBER AGENCIES' personnel and any other purposes of this Agreement including inventory and accountability.

Section 5.5 – Miscellaneous Costs. The MEMBER AGENCY further agrees to:

- (a) Properly care and use of the subscriber radios;
- (b) provide for mobile and fixed-station radio installations, if required, including, but not limited to, new circuits, outlets, grounding, and wiring required to add new equipment as defined by Motorola specifications;

Section 5.6 – Risk of Loss, Insurance. Upon the delivery and installation of WESCOM-owned equipment to the MEMBER AGENCY, the MEMBER AGENCY shall bear the risk of loss for any damage or loss to such equipment beyond the coverage provided in the warranty and maintenance agreements entered into by WESCOM for any and all equipment that is part of this Agreement or covered by WESCOM or WESCOM Insurance. All subscriber radios financed through WESCOM will be insured by WESCOM.

Section 5.7 – Subsequent Purchase of Equipment. The parties agree that should the MEMBER AGENCY desire to purchase additional equipment for use on the WESCOM STARCOM21 System after its execution of this agreement, it shall be solely responsible for any costs associated with its purchase, maintenance, or operation which may be incurred by WESCOM. For the first three years of the agreement, Motorola will extend the system discount rates to WESCOM and WESCOM MEMBER AGENCIES as shown in Attachment A.

Part 6 – Term and Termination

Section 6.1 – Effective Date. This Agreement shall commence upon its execution by both parties and the voting membership of WESCOM approves the WESCOM STARCOM21 System and its associated contracts and change orders. The Agreement shall continue thereafter for a period of ten (10) years or until it is terminated in accordance with this Part 6.

Section 6.2 – Termination by Election of Parties. After the initial ten (10) year term of this Agreement, either party wishing to terminate this Agreement may do so for any reason upon one-hundred twenty (120) days written notice to the other. Upon termination, except as provided in Part 7, the MEMBER AGENCY shall, at the discretion of WESCOM, return all WESCOM-owned equipment or reimburse WESCOM for the cost of the equipment as detailed in the original purchase contract less depreciation as calculated in Section 6.4. The terminating party shall be responsible any costs associated with equipment removal as well as previously contracted costs of maintenance and equipment use.

Section 6.3 – Effects of Termination. Upon the effective date of the termination of this agreement pursuant to a written notice by the MEMBER AGENCY as set forth in Section 6.2, (1) the MEMBER AGENCIES' right to use the WESCOM STARCOM21 System shall cease; (2) the MEMBER AGENCIES' obligation to reimburse WESCOM for any costs as provided in this Agreement shall remain in full force and effect; and (3) the MEMBER AGENCY shall promptly return all WESCOM-owned equipment to WESCOM.

Section 6.4 – Valuation of Assets at Termination. The parties agree that the assets contemplated for deployment to the MEMBER AGENCY have a useful life of ten (10) years and that the straight-line method of depreciation shall be used in determining the residual values of such assets.

Part 7 – Agency Termination

Section 7.1 – Agency Terminates Membership with WESCOM. If a member agency of WESCOM chooses to terminate membership at WESCOM throughout the duration of the MOTOROLA/STARCOM21 agreement, the agency will be responsible for all past, present, and future payments to WESCOM that are due to the agency's participation in the WESCOM STARCOM21 project.

Section 7.2 – Terminating Agency Leased Radio and Accessory Payments. If a member agency of WESCOM chooses to terminate membership at WESCOM the radio and/or accessory finance plan, the agency will be responsible for paying WESCOM all associated payments for the agency's financing including any applicable financing charges. The former MEMBER AGENCY has the option to either continue paying monthly payments to WESCOM for the radio and/or accessory financing, or the agency has the option to pay the remainder of the radio and/or accessory financing in full to WESCOM at the time the agency terminates membership with WESCOM.

Section 7.3 – Terminating Agency Impact Fee Payments. If a member agency of WESCOM chooses to terminate membership at WESCOM in the middle of the STARCOM21 agreement, the former MEMBER AGENCY will be responsible for paying WESCOM all associated payments for the STARCOM21 Impact Fee. The former MEMBER AGENCY has the option to either continue paying monthly payments to WESCOM for the impact fee, or the agency has the option to pay the remainder of the Impact fee payable by the agency in full to WESCOM at the time the agency terminates membership with WESCOM.

Section 7.4 – Terminating Agency Port Fees. If a member agency of WESCOM chooses to terminate membership at WESCOM during the STARCOM21 agreement, the former MEMBER AGENCY will no longer be able to remain on covered by the terms of the WESCOM-Grundy STARCOM21 agreement and will no longer be responsible payment of for the port fee to WESCOM. In doing so, the terminating agency will be responsible for contacting Motorola for restoration of services on the STARCOM21 system under the State of Illinois Master Contract at prevailing air time rates and will be solely responsible for all port fees associated with the restoration of STARCOM21 services to the former MEMBER AGENCY.

Part 8 – Miscellaneous Terms

Section 8.1 – No Joint Venture. This Agreement shall not be construed in such a way that WESCOM, or the MEMBER AGENCY constitutes, or is deemed to be, the representative, agent, employee, partner, or joint venture of the other. The parties shall not have the authority to enter into any agreement, nor to assume any liability, on behalf of the other party, nor to bind or commit the other party in any manner, except as expressly provided herein.

Section 8.2 – 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 WESCOM, to: Attention: Executive Director Western Will County Communication Center 24600 W. Presidential Ave. Plainfield, IL 60544	If to the MEMBER AGENCY, to: Attention: EMA Coordinator Village of Homer Glen 14240 W. 151st Street Homer Glen, IL 60491
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Section 8.3 – Entire Agreement. This Agreement constitutes the entire agreement of WESCOM and the MEMBER AGENCY with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between WESCOM and the MEMBER AGENCY with respect to the subject matter hereof.

Section 8.4 – Approval Required and Binding Effect. This Agreement between WESCOM and the MEMBER AGENCY shall not become effective unless authorized and executed by WESCOM. This Agreement constitutes a legal, valid and binding agreement, enforceable against the MEMBER AGENCY and, once duly authorized and executed as set forth herein, against WESCOM.

Section 8.5 – Representations. Each party represents that it 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.

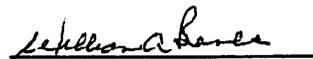
Section 8.6 – Covenant Not to Sue. The parties hereby covenant and agree that each shall not sue, institute, cause to be instituted or permit to be instituted on its behalf, or by or on behalf of its past, present or future officials, officers, employees, attorneys, agents or assigns, any proceeding or other action with or before any local, state and/or federal agency, court or other tribunal, against the other party, its board members, officers, commissioners, employees, attorneys, agents or assigns, arising out of, or from, or otherwise relating, directly or indirectly, to this Agreement to the extent authorized by law.

Section 8.7 – 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 or to the use of the WESCOM STARCOM21 System to the extent authorized by law, including, but not limited to any injury or damage caused by the failure of the supplied equipment to function properly, the failure of radio transmissions to be accurately transmitted and/or received or the failure of the WESCOM STARCOM21 System or the STARCOM21 System to operate as designed.

Section 8.8 – 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 date written below in the Western Will County Communication Center (WESCOM), State of Illinois.

WESTERN WILL WESCOM COMMUNICATION CENTER (WESCOM) MEMBER AGENCY:


William Barnes
WESCOM Board Chairman
Date: 12-20-2016


Name:
Title: Village Manager
Date: 12/19/16

Attachment Listing

Attachment A – List of equipment deployed to the MEMBER AGENCY with Agency Signature Block

Attachment A: Village of Homer Glen EMA

Type of Radio	Cost per Radio	Quantity	Purchase Cost	Finance Cost (Annual)	Finance Cost (Monthly)	AirTime* (Monthly)	Site Fee** (Monthly)
APX2000 - Single-Band Portable	\$ 8,021.02	4	\$ 32,084.08	\$ 2,618.52	\$ 218.21	\$ 14.74	\$ 32.82
APX2000 - Single-Band Mobile	\$ 2,963.28	0	\$ -	\$ -	\$ -	\$ -	\$ -
APX2000 - Single-Band Mobile	\$ 3,723.02	0	\$ -	\$ -	\$ -	\$ -	\$ -
APX2000 - Dual Band Portable	\$ 4,629.34	1	\$ 4,629.34	\$ -	\$ -	\$ 24.23	\$ 4.08
APX2000E - Dual Band Portable	\$ 3,286.86	0	\$ -	\$ -	\$ -	\$ -	\$ -
APX1000 - Single-Band	\$ 1,364.14	0	\$ -	\$ -	\$ -	\$ -	\$ -
Existing Radios	\$ -	0	\$ -	\$ -	\$ -	\$ -	\$ -
Totals			\$ 36,713.42	\$ 2,618.52	\$ 218.21	\$ 14.74	\$ 32.82

Accessories

APX2000 - Single Band Portable Accessories							
Usage	Nomenclature	Price per Radio	Quantity	Total Cost	Annual Finance Cost	Monthly Finance Cost	
Radio Manager	UA00048AA	\$ 75.00	4	\$ 300.00	\$ 24.56	\$ 4.92	
Spare Battery	NHTN7032B	\$ 308.50	0	\$ -	\$ -	\$ -	
Single Charger	WPLN7080	\$ 83.75	4	\$ 335.00	\$ 26.20	\$ 5.88	
Recommended Speaker Mic	PM4M4025A	\$ 98.00	4	\$ 392.00	\$ 31.20	\$ 6.00	
Total				\$ 1,027.00	\$ 82.96	\$ 16.80	

APX2000 - Dual Band Portable							
Usage	Nomenclature	Price per Radio	Quantity	Total Cost	Annual Finance Cost	Monthly Finance Cost	
Radio Manager	UA00048AA	\$ 75.00	1	\$ 75.00	\$ 6.04	\$ 1.20	
Spare Battery	NHTN7032B	\$ 308.50	0	\$ -	\$ -	\$ -	
Single Charger	WPLN7080	\$ 83.75	1	\$ 83.75	\$ 6.62	\$ 1.42	
Mobile Charger	NHTN7824B	\$ 321.75	1	\$ 321.75	\$ 25.51	\$ 4.88	
Recommended Speaker Mic	PM4M4025A	\$ 98.00	1	\$ 98.00	\$ 7.80	\$ 1.50	
Total				\$ 878.50	\$ 65.97	\$ 13.08	

APX2000E - Dual Band Portable							
Usage	Nomenclature	Price per Radio	Quantity	Total Cost	Annual Finance Cost	Monthly Finance Cost	
Radio Manager	UA00048AA	\$ 75.00	0	\$ -	\$ -	\$ -	
Spare Battery	NHTN7032B	\$ 308.50	0	\$ -	\$ -	\$ -	
Single Charger	WPLN7080	\$ 83.75	0	\$ -	\$ -	\$ -	
Recommended Speaker Mic	PM4M4025A	\$ 98.00	0	\$ -	\$ -	\$ -	
Total				\$ -	\$ -	\$ -	

**Please contact Radio Tech Steve Devine for any accessory questions

If radios & accessories are purchased outright, a check in this amount will be due November 2017 and monthly ongoing airtime fees and site fees will be	\$ 112.84	or	\$ 2,886.06	per year
If all radios & accessories are financed, the monthly payment amount will be	\$ 422.88	and the monthly airtime fees and site fees will be	\$ 112.84	
If all radios & accessories are financed, the annual amount paid will be	\$ 5,074.56	and the annual airtime fees and site fees will be	\$ 1,366.08	

*AirTime fees will go up 1.7% each year beginning in 2020.

**Site Fees will end after 8 years

Buying Equipment _____
 Leasing Equipment _____
 Other _____

Order Authorized	
Signature:	<i>Michael S. Martens</i>
Print Name/Title:	Michael S. Martens Village Manager
Date:	12/19/16

Order Received by	
Signature:	_____
Print Name/Title:	_____
Date:	_____

**INTERGOVERNMENTAL AGREEMENT
BETWEEN WESCOM AND INDIVIDUAL WESCOM MEMBERS FOR STARCOM21 RADIO PROJECT
FINANCING
ATTACHMENT B
11/3/2016**

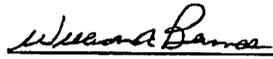
Agency Method of Payment:

The Village of Homer Glen agrees to remit payments to WESCOM to fulfill its Lease-Purchase costs of subscriber radios and associated equipment described in Attachment A as follows:

The Village of Homer Glen will pay in full for the radio equipment listed in Attachment A with a payment in November of 2017 as stated in Attachment A. The Village of Homer Glen also prefers to be billed yearly for airtime and site fees.

The above payments do not include Port Fees as described in Section 5.1(f)a or Impact Fees as described in Section 5.1(f)f of the Agreement. The Village of Homer Glen will be responsible for Port Fees and Impact Fees as described in Sections 5.1(f)e and 5.1(f)f in addition to the above payments.

WESTERN WILL WESCOM COMMUNICATION CENTER (WESCOM) MEMBER AGENCY:



William Barnes
WESCOM Board Chairman
Date: 1-9-17



Name:
Title: Village Manager
Date: 01-08-17

**ADDENDUM/ERRATA
INTERGOVERNMENTAL AGREEMENT
BETWEEN WESCOM AND INDIVIDUAL WESCOM MEMBERS FOR STARCOM21 RADIO PROJECT
FINANCING
11/3/2016**

Pursuant to the provisions of the Intergovernmental Agreement, the parties (WESCOM and WESCOM MEMBER AGENCIES as defined in the IGA) agree to the following Addendum reflecting clarifications and errata. See *Section 8.8 – Amendments. This Agreement may be amended upon the written agreement of the parties.* Changes are shown with **BOLD UNDERLINE**. Removed language is shown as ~~strike-outs~~.

Nothing within Addendum/Errata, unless noted, changes the balance of the content of the INTERGOVERNMENTAL AGREEMENT BETWEEN WESCOM AND INDIVIDUAL WESCOM MEMBERS FOR STARCOM21 RADIO PROJECT FINANCING.

Changes:

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Section 4.7 – ~~Duty to Contact~~ Contract with Motorola for Use of Radio System Network. (Clarification only from previous drafts.) WESCOM shall enter into a Lease-Purchase user-agreement with Motorola on behalf of the MEMBER AGENCY for a period of ~~ten (10) to nine (9) years~~ to permit the Lease-Purchase use of the equipment described in Attachment A to operate on the WESCOM STARCOM 21 System. The price for this contract shall be determined pursuant to contract negotiations between Motorola and the State of Illinois. A cost projection for the Lease-Purchase costs of the subscriber radios and associated equipment is provided in Attachment B. WESCOM will not be responsible for the costs associated with use of equipment beyond the equipment deployed to the member agency as set forth in Section 2.2.

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Section 5.1

(a) Lease-Purchase costs of subscriber radios, or finance payments described in Attachment A.B.

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Section 5.3 – ~~Reimbursement to WESCOM for System Access. With respect to the Port Fee, (a) STARCOM21 is not charging for the first two (2) years of Port Fees. (b) Commencing November 2018 2017,~~ WESCOM and Grundy ETSB will track the total number of subscriber radios and calculate the per-radio/per-month rate and invoice MEMBER AGENCIES according to the radio counts in Attachment A. By the 28th of each month, WESCOM and Grundy ETSB will confirm the total number of subscriber radios in the system and adjust the calculation of the monthly fee. Per radio-per month rates will be adjusted from time to time based on total radio census each month. WESCOM will remit, on behalf of all members, the calculated monthly Port Fee payment to STARCOM21 on the first day of each month, commencing January 2018. (c) Commencing November 2020, the Port Fee will increase by 1.7% per year until November 2026 at which time a similar Port Fee agreement will be renegotiated with MOTOROLA STARCOM21.

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**ADDENDUM/ERRATA
INTERGOVERNMENTAL AGREEMENT
BETWEEN WESCOM AND INDIVIDUAL WESCOM MEMBERS FOR STARCOM21 RADIO PROJECT
FINANCING
11/3/2016**

Attachment Listing

~~Attachment A— List of equipment deployed to the MEMBER AGENCY with Agency Signature Block~~

~~Attachment A: Attached Chart of Radios, Accessories, and Total Fleet Count (Agency specific.)~~

~~Attachment B: Cost Projection and Agency Method of Payment~~

WESTERN WILL WESCOM COMMUNICATION CENTER (WESCOM) MEMBER AGENCY:



William Barnes

WESCOM Board Chairman

Date: 12-20-2016



Name:

Title: Village Manager

Date: 12/19/16