

**DISPATCH SERVICES AGREEMENT BETWEEN
THE CITY OF PEORIA, IL AND THE VILLAGE OF PEORIA HEIGHTS, IL**

THIS AGREEMENT is made as of _____, 2018, by and between the **CITY OF PEORIA**, an Illinois home rule municipal corporation ("**Peoria**") and the **VILLAGE OF PEORIA HEIGHTS ("**Peoria Heights**")**, an Illinois home rule municipal corporation. In consideration of the mutual promises of the Parties hereto made each to the other and other good and valuable consideration, Peoria and Peoria Heights hereby agree as follows:

Section 1. Background.

A. Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government such as Peoria and Peoria Heights including the power 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 related to intergovernmental activities. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et. seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government.

B. Peoria and Peoria Heights (sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**") are units of local government.

C. Peoria operates a full service dispatch center at 542 SW Adams Street, Peoria, Illinois (the "**Peoria ECC**"). Peoria currently provides 9-1-1 call answering and dispatch services to a number of surrounding communities through the Peoria Emergency Communications Center (ECC).

D. Peoria Heights is seeking to have 9-1-1 call answering, dispatch services and other ancillary services performed by Peoria as are more fully described in Section 2.A of this Agreement.

E. Peoria is concurrently providing 9-1-1 call answering and dispatch services to the following agencies: Peoria Police, Peoria Fire, Peoria County Sheriff, Advanced Medical Transport of Central Illinois, Bradley University, Peoria Park District Police, Air National Guard Fire, Akron-Princeville Fire, Brimfield Fire, Dunlap Fire, Elmwood Fire, Limestone Fire, Logan-Trivoli Fire, Timber-Hollis Fire, Tuscarora Fire, West Peoria Fire, Akron-Princeville Ambulance, and BYE Ambulance.

F. Peoria and Peoria Heights have determined that it is in the best interests of each party to this Agreement and the public health, safety and welfare of persons and property within Peoria and Peoria Heights to enter into this Agreement for Peoria to provide 9-1-1 call answering and dispatch services to Peoria Heights.

Section 2. Provision of Dispatch Services by Peoria and Corresponding Obligations of Peoria Heights.

A. Operation of Peoria Emergency Communications Center and Provision of Dispatch Services by Peoria. Peoria shall continue to directly operate the Emergency Communications Center to provide dispatch services to Peoria Heights throughout the Initial Term

and any Renewal Term of this Agreement. Peoria shall begin providing dispatch services to Peoria Heights on June 1, 2018, or such earlier date mutually agreed upon in writing by the Parties (the "**Commencement Date**"). The dispatch services provided by Peoria to Peoria Heights shall include without limitation the following:

1. Provide 24-hour a day answering of all emergency 9-1-1 and police and fire non-emergency calls; maintain updated telephone lists of Peoria Heights staff and employees; implement and utilize call-out procedures for emergencies and non-emergencies, and forward messages, utilizing reasonable telephone answering procedures adopted by Peoria and approved by Peoria Heights. All calls (emergency and non-emergency) shall be answered within ten (10) seconds at least ninety-five percent (95%) of the time. Said log shall be made available to Peoria Heights upon request within a reasonable time period of no greater than seven (7) days. Recordings of calls received for Peoria Heights (including the incoming phone call, out bound phone calls and any radio traffic relate to the call) shall be made available within 24 hours after a request from Peoria Heights.
2. Provide 24-hour a day dispatching for the Peoria Heights Police and Fire Department and after-hours' and emergency notification of Peoria Heights Public Works.
3. Maintain and operate radio and computer communications with Peoria Heights for Police and Fire Communications and if available for Public Works calls, utilizing dispatching procedures adopted and agreed upon by the Parties. Any proposed changes or additions to the radio channel(s) or talk group(s) used by Peoria and the additional agencies shall be discussed and agreed upon by the Parties;
4. Peoria will use best efforts to maintain the following minimum employee staffing levels to provide the dispatch services:
 - a. Provide a telecommunicator on a shared talk group to provide dispatch services for Peoria Heights Police Department. Provide a telecommunicator working the Peoria County Fire Dispatch/CMED console to provide dispatch services for Peoria Heights Fire Department.
 - b. Peoria agrees to allow all current Peoria Heights dispatch employees to apply for and be considered for any available dispatcher/call taker positions. Current employees will not be required to take any dispatcher tests but will be required to pass the background check performed by the Peoria Police Department and the physical examination/drug screen. Peoria Heights acknowledges that, should Peoria hire any former Peoria Heights employees to provide the dispatch services, those employees will become City of Peoria employees and Peoria Heights will have no ability to make any personnel-related decisions concerning those employees.
5. Provide training to all Peoria employees providing the Dispatch Service as further described in Section 2.B and 2.C of this Agreement, and other necessary skills including but not limited to Emergency Medical Dispatch (E.M.D.).
6. Pursuant to informational materials provided by Peoria Heights, provide general information to, and answer questions from, callers related to Peoria Heights public health and safety issues (i.e. boil orders or street closures) and general information related to Police, Fire/EMS, and after hours Public Works services. Peoria shall

not under any circumstances accept payment of any fees, fines or other amounts on behalf of Peoria Heights.

7. No more than seven (7) days following the final day of any month, or upon written request by Peoria Heights, provide an electronic copy of all calls for service (including on view incidents) dispatched by the Peoria ECC. The present call accounting system cannot provide a detailed record of 9-1-1 calls by community, but if the updated telephone system will provide such reports they will be provided to Peoria Heights.
8. Provide emergency notification service (e.g. Code Red), as requested by Peoria Heights and in accordance with Peoria Heights's policies and procedures and only at the direction of the Peoria Heights Chief of Police or his/her designee; however, Peoria Heights shall be responsible for providing the exact wording of the emergency message to be delivered.
9. Provide after hour notifications to command staff as requested by Peoria Heights.
10. As provided and maintained by the Peoria County Emergency Telephone System Board (ETSB) maintain a call logging and recording system of all emergency and non-emergency phone calls and radio traffic; and, upon request, provide electronic copies to Peoria Heights. Requests for audio copies shall be through the Peoria Heights Police or Fire Chief or their designee.
11. Peoria shall operate, maintain and manage the Law Enforcement Data System program ("**LEADS**") and the National Crime Information Center program ("**NCIC**"), including without limitation the following activities:
 - a. Assist and cooperate with all audits of the LEADS and NCIC program files and operations;
 - b. Enter into the LEADS or NCIC system information as requested by Peoria Heights.
 - c. Maintain and manage hot files;
 - d. Maintain and manage all LEADS and NCIC files;
 - e. Remove from the LEADS and NCIC files information and data that is no longer current; and
 - f. Update and validate, on a regular basis, LEADS and NCIC data and files, with information provided by Peoria Heights.
 - g. Ensure all dispatchers operate in compliance with LEAD standards.
12. Maintain and operate mutual aid dispatch services for Peoria Heights in accordance with the emergency response plans and programs established by the Illinois Law Enforcement Alarm System ("**ILEAS**") and the Mutual Aid Box Alarm System ("**MABAS**"), as well as any other applicable public safety organizations;

provided, however, that Peoria's obligations in this regard are limited to monitoring, dispatching, documenting and updating of system information, based upon data provided by Peoria Heights;

13. Participate in reasonable periodic training exercise programs and scenarios conducted by Peoria Heights, including the provision of dispatch services employees to participate in the programs and scenarios, provided that adequate notice is given and staffing limitations permit such participation.
 14. To encourage mutual personnel interactions, Peoria agrees that its dispatch personnel may accompany Peoria Heights Police officers and/or Peoria Heights Firefighters/EMS personnel on "ride-alongs" to become familiar with local geography and Peoria Heights Police and Fire/EMS Department procedures.
 15. Provide the documents responsive to any subpoenas and/or Freedom of Information Act requests received by Peoria Heights concerning the dispatch services provided to Peoria Heights. Peoria Heights will be responsible for completing and transmitting final responses to such subpoenas and/or FOIA requests. Peoria has no subpoena and/or FOIA obligation beyond providing the requested documents Peoria Heights.
 16. Cooperate with Peoria Heights in the event that any litigation arises out of or is related to the services provided under this Agreement, including providing records and making employees available for depositions and testimony in accordance with service of legal process, provided that Peoria does not become adverse to Peoria Heights in any such litigation.
- B. Obligations of Peoria Heights. Peoria Heights agrees to perform the following in order to enable Peoria to efficiently and properly fulfill its obligations under this Agreement:
1. Provide timely updated telephone lists, call out procedures, and suggested telephone answering procedures;
 2. Provide timely notification of a Peoria Heights designee for receiving notice in the absence of Police Chief and or Fire Chief;
 3. Provide and maintain current MABAS box cards;
 4. Provide daily running sheet, as to who is going to be on duty for each shift, for Police officers as to their call sign, name, badge number, assignment, and any special skill, such as K-9.
- C. Party Obligations Relating to Computer Aided Dispatch (CAD).
1. The parties acknowledge and mutually agree that Peoria owns the Computer Aided Dispatch System, presently from Application Data Systems Inc. (ADSi).

Section 3. Determination and Payment of Costs by Peoria Heights.

A. Fee for Dispatch Services. Peoria Heights agrees to pay to Peoria a fee for Dispatch Services in the amounts set forth in the attached **Exhibit A**, attached hereto and incorporated by reference herein. The parties acknowledge and agree that the fee includes ongoing expenses to upgrade, improve and enhance the dispatch services, CAD system and the equipment and facilities relating thereto. The fee shall be paid to Peoria each quarter, beginning on the Commencement Date.

B. Credits upon Termination. To the extent that this agreement terminates other than upon its expiration, under section 8.a (excepting termination due to a default of Peoria any quarterly fee covering a period after the termination date shall be refunded to Peoria Heights, on a pro rata basis within 60 days.

C. Capital Charges. Peoria Heights shall not be responsible for any future capital expense by Peoria or any other entity related to the provision of the dispatch services to Peoria Heights.

D. New Recipients of Dispatch Services. Peoria may enter into agreements with other municipalities or fire protection districts to provide services similar to services being provided to Peoria Heights. Peoria agrees to notify Peoria Heights of agreements entered into with other municipalities or fire protection districts when providing services similar to services being provided to Peoria Heights. Under any and all circumstances, Peoria represents and warrants that the standards of performance for the dispatch services provided to Peoria Heights shall not diminish in any manner following any extension of similar services by Peoria to other municipalities or fire protection districts.

Section 4. Insurance.

A. Coverage Provided. Peoria agrees to provide the following insurance coverages for the dispatch services:

1. Commercial General Liability;
2. First Party Property;

3. Business Liability for any equipment used in the provision of the dispatch services under this Agreement;

4. Workers' Compensation and Employer's Liability for employees of Peoria who perform the dispatch services under this Agreement;

Such coverages shall be in amounts no less than what Peoria maintains for itself in its normal course of business and upon the same terms, provisions and conditions of Peoria's coverage.

B. Hold Harmless and Indemnification.

Notwithstanding any other provision of this Agreement, Peoria Heights shall agree to defend, indemnify and hold Peoria, its elected and appointed officials, attorneys, employees and agents harmless from and against any and all claims, demands, losses, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and expenses, which

may arising out of, in whole or in part, or in connection with or in consequence of any act or omission or in any way related to the providing of dispatch services by Peoria as set forth in this Agreement.

C. Proof of Coverage by Peoria. Peoria agrees to furnish to Peoria Heights a certificate of coverage detailing the self-insurance or commercial insurance as provided by its insurer. The certificate shall be delivered to Peoria Heights within thirty (30) days after request.

D. Coverage by Peoria Heights. Peoria Heights agrees to maintain commercial general liability coverage, workers' compensation and employer's liability coverage for its operations. Upon request, Peoria Heights will provide proof of this insurance to Peoria. Any insurance required to be carried by Peoria Heights hereunder shall be primary and not excess to any other coverage carried by Peoria in connection with any act or omission on the part of Peoria Heights in the performance of the obligations of Peoria Heights under this Agreement, or any obligation related to the provision of police, fire and/or public works services by Peoria Heights.

Section 5. Promotion of Interaction and Communication.

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

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

B. Complaint Procedure. Peoria shall establish a procedure for logging in and responding to complaints concerning the provision of the dispatch services. Peoria agrees to inform Peoria Heights when specific complaints are brought by their respective residents or customers, including without limitation the date and time of the call, complainant's contact information, and a description of the complaint. In addition, Peoria agrees to inform Peoria Heights of the actions taken by Peoria to resolve the complaint.

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

Section 6. Records.

Peoria shall establish and keep a file and record system for all data relative to the dispatch services. The parties shall provide and exchange records in accordance with the provisions and limitations of the Health Insurance Portability Accountability Act, the provisions of which shall

supersede any conflicting requirement of this section, and as necessary to respond to requests pursuant to the Illinois Freedom of Information Act or to subpoenas issued by a court of competent jurisdiction, as previously described in Section 2(A)¶15.

Section 7. Dispute Resolution.

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

B. **Continuation of Services and Payments.** During all negotiation proceedings and any subsequent proceedings provided for in this Section 7, Peoria and Peoria Heights shall continue to fulfill the terms of this Agreement to the fullest extent possible. Peoria shall continue to provide dispatch services to Peoria Heights as provided by this Agreement. Peoria Heights shall continue to make all payments to Peoria for the dispatch services as provided by this Agreement, including all payments about which there may be a dispute.

C. **Remedies.** Provided that the Parties have met their obligations under Section 7.A., the Parties shall be entitled to pursue such remedies as may be available in law and equity, including without limitation an action to secure the performance of the covenants, agreements, conditions, and obligations contained herein. The parties agree that any such action must be brought in the Circuit Court of Peoria County, Illinois. The requirements of Section 7.A. shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety.

Section 8. Term; Termination.

A. **Term.** The term of this Agreement shall begin on the Commencement Date and terminate on December 31, 2023 ("***Initial Term***"). The parties may agree in writing to renew or extend the Agreement for additional periods (each such period a "***Renewal Term***") upon such terms and conditions as are mutually agreeable to the Parties. No less than one hundred eighty (180) days before the expiration of the Initial Term, the Parties agree to negotiate in good faith on the issue of pricing for any Renewal Term. If a Renewal Term cannot be agreed upon by the Parties prior to the expiration of the Initial Term, the Agreement may be extended at the option of Peoria Heights for one (1) year beyond the Initial Term (the "***Extension***") with the annual escalator for quarterly fees payable during the Extension being limited to the annual escalator between the Year 4 (2022) quarterly fee and the Year 5 (2023) quarterly fee. After the expiration of any Renewal Term, the Parties may agree to renew or extend such term upon such terms and conditions as are mutually agreeable.

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

1. By written notice of no fewer than 365 days after termination is duly authorized by the appropriate legislative action of one of the Parties for its convenience;
2. By written amendment to this Agreement duly authorized by the appropriate legislative action of Peoria and Peoria Heights; or
3. In the event of a material default under this Agreement, and provided that the Parties have failed to resolve matters pursuant to the provisions of Section 7, the non-defaulting party may notify a defaulting party in writing setting forth the nature of the default and the requested remedy of such default. The defaulting party shall thereafter have ten (10) days to correct the default prior to the non-defaulting party's terminating this Agreement; provided that said ten (10) day period shall be extended, for a reasonable time not exceeding ninety (90) days, if said default cannot reasonably be cured within said ten (10) day period. If a defaulting party fails to cure the default within the cure period provided in this Section, the non-defaulting party shall have the right to terminate this Agreement by written notice of termination to the defaulting party, which termination will be effective immediately (or by such other date, not beyond the term of this Agreement, as the non-defaulting party may determine). A party that terminates this Agreement pursuant to this Section 8.B.3 shall retain its rights to pursue any and all other remedies that may be available, either in law or in equity under this Agreement.

Section 9. Unfunded Mandates. The parties acknowledge that significant changes have occurred in legal requirements of dispatch services over the past decade and are likely to occur in the future. In the event unfunded mandates arise which impose dispatch service obligations on Peoria over and above current obligations, then the Parties agree to negotiate a sharing of the costs incurred to comply with said mandates, and Peoria Heights agrees to pay a portion of such costs in direct proportion to the actual call volume that Peoria Heights generates relative to the other users of the Peoria ECC. This proportionate cost will be determined by an average of the number wireline, wireless, and VOIP calls generated from within the jurisdictional boundaries of Peoria Heights over each of the previous three years compared to the total call volume handled by the dispatch center during that same period.

Section 10. Effective Date. This Agreement shall be effective as of the date it is signed by both parties, and Peoria will begin providing the dispatch services on the Commencement Date.

Section 11. No Obligation to Respond. Nothing in this Agreement is intended, and shall not be construed to require Peoria to respond to calls or provide law enforcement, fire or EMS services for event that occur outside of Peoria. Notwithstanding the foregoing, Peoria will render assistance in accordance with State statutes and all other mutual aid agreements currently in place.

Section 12. **General Provisions.**

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight

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

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

City of Peoria
419 Fulton Street
Peoria, Illinois 61602
Fax: 309-494-8524
Attention: City Manager

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

Village of Peoria Heights
4901 N Prospect Road
Peoria Heights, Illinois 61616
Phone 309-688-3461
Attention: Village Administrator

- B. Time of the Essence. Time is of the essence in the performance of this Agreement.
- C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- D. Non-Waiver. No party shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of any party to exercise at any time any right granted to such party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the party's right to enforce that right or any other right.
- E. Ownership and Capital Costs. Peoria will own the entire dispatch system, except the radio infrastructure equipment installed in Peoria Heights and the antennae, which shall be owned and maintained by Peoria Heights, unless otherwise agreed to in writing by both parties.
- F. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

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

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

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

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

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

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

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

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

O. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against Peoria and Peoria Heights.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS HEREOF, Peoria and Peoria Heights, respectively, have caused this Agreement to be executed by their respective Mayor and Village President and attested by their respective Clerk as of the day and year first above written.

City of Peoria

Village of Peoria Heights

By _____
Mayor

By _____
Village President

Attest _____
City Clerk

Attest _____
Village Clerk

EXHIBIT A
Payment Schedule