RESOLUTION

VILLAGE OF GILBERTS

Authorizing an intergovernmental agreement between the Village of Gilberts and Kane County for 911 Emergency Communications Dispatch Services

Be it Resolved by the President and Board of Trustees of the Village of Gilberts, Kane County, Illinois that:

Section 1:

The Village of Gilberts hereby authorizes the Village President and Village Clerk to execute an intergovernmental agreement between the Village of Gilberts and Kane County, Illinois for 911 emergency communications dispatch services provided by Kane County ("KaneComm"). The agreement is attached hereto and made part hereof as Exhibit A as approved.

Section 2:

This resolution shall be in full force and in effect from and after its passage and approval pursuant to law.

Passed this 2 day of May, 2017 by a roll call vote as follows:

	<u>Ayes</u>	- <u>Nays</u>	Absent	<u>Abstain</u>			
Trustee Jeanne Allen Trustee Dan Corbett Trustee Lou Hacker Trustee Nancy Farrell Trustee Elissa Kojzarek Trustee Guy Zambetti President Rick Zirk							
annum OF THAM	APPROV	APPROVED THIS 2 DAY OF May, 2017					
INCORPORATED 1890 SEALINOIS ATTEST	nea,	de	ident, Rick Zi	rk			
Village Clerk	, Debra Me	adows					
Published: May	5 20						



GILBERTS POLICE DEPARTMENT

86 Railroad Street Gilberts, Illinois 60136 (847) 428-2954

Louis Rossi Chief of Police

Date:

24April 2017

To:

George Sakas

Village Administrator

From:

Louis Rossi

Chief of Police

Subject:

Resolution Request

I am requesting a Resolution from the Gilberts Village Board authorizing an intergovernmental agreement between the Village of Gilberts and Kane County for the Kane County Emergency Communications Dispatch Service Agreement.

A copy of the agreement is attached and has been reviewed by Ancel Glink.

I will also need a copy of our insurance certificate as outlined on page 5 of this agreement.



KANECOMM

KANE COUNTY EMERGENCY COMMUNICATIONS

DISPATCH SERVICE AGREEMENT

KaneComm Dispatch Services Agreement

This Agreement is made and entered into as of this 17th day of April, 2017, by and between the County of Kane, Illinois (hereinafter referred to as "County"), and the Gilberts Police Department (hereinafter referred to as the "Subscriber"). The foregoing are sometimes also referred to as the "Parties" or "Party".

WITNESS

1

WHEREAS, the Parties have the power and authority to enter into this Agreement pursuant to the provisions of Article VII, section 10 of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act, as amended, 5 ILCS 220/1 et. Seq., and other applicable authority, and;

WHEREAS, the Subscriber desires to participate in a regional public safety communications and emergency 9-1-1 dispatch system (hereinafter referred to as "KaneComm") per Chapter 8 Section 5 of the Kane County Code attached hereto as Exhibit A, and;

WHEREAS, the County, through KaneComm, is willing and able to furnish such services on a mutually agreeable cost sharing plan, and;

WHEREAS, the Kane County Emergency Communications Board (hereinafter referred to as the "KaneComm Board") has established fees and charges for Subscribers, and;

WHEREAS, the Parties desire to better define the services to be provided and to reduce their agreement regarding the provision of such services to writing by means of a formal agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants herein made and pursuant to all applicable statutes and local ordinances, and for other good and valuable consideration the receipt and sufficiency of which are hereby mutually acknowledged, the Parties do hereby agree as follows:

A. Services to be Provided by KaneComm

- a) KaneComm shall provide all answering services of the Emergency 9-1-1 telephone number. Such services shall be provided twenty-four (24) hours a day, seven (7) days a week.
- b) KaneComm shall provide all urgent, non-emergency answering of a secondary back-up telephone number for the dispatch of Subscriber police, fire, medical or other emergency service response units. This shall not include the answering of administrative or after hours telephone lines associated with Subscribers.

c) KaneComm shall provide emergency and routine dispatch of Subscriber police, fire and emergency medical units, as well as Kane County Court Services, Kane County Coroner, and Kane County Office of Emergency Management.

B. Subscriber's Responsibilities

- a) Subscribers are responsible for the purchase and maintenance of Subscriber-owned mobile, portable and fixed (base station) radio equipment that is compatible with KaneComm's radio system for use by their personnel as set forth in Exhibit B hereto. Such equipment remains the property of each Subscriber. Equipment shall meet or exceed specifications established by KaneComm.
- b) Each Subscriber shall also be responsible for all costs associated with any direct landlines and / or ringdown telephone lines and associated equipment from their individual stations and / or offices to the 9-1-1 emergency communications center.
- c) Mobile Computing and New World Records Management Systems are not covered by this agreement.

C. Term of the Agreement

- a. The initial term of this Agreement shall be for five (5) years commencing December 1, 2017 and ending on November 30, 2022, unless sooner terminated as provided herein.
- b. Budget Projections for Fiscal Years 2018 through 2022 are contained in Exhibit C.
- c. Subscriber fee projections for Fiscal Years 2018 through 2022 are contained in Exhibit C. Specifically, Subscriber fees reflected in Exhibit C to be charged under this agreement are for services provided by KaneComm for:

FY 18	Fee Covers	December 1, 2017 through November 30 th , 2018
FY 19	Fee Covers	December 1, 2018 through November 30 th , 2019
FY 20	Fee Covers	December 1, 2019 through November 30 th , 2020
FY 21	Fee Covers	December 1, 2020 through November 30 th , 2021
FY 22	Fee Covers	December 1, 2021 through November 30 th , 2022

- d. Should the KaneComm Board recommend and the Kane County Board adopt a budget for KaneComm where expenses exceed the projected revenue in a particular Fiscal Year, any excess of expenses over revenue shall be divided amongst subscribers using a three-year average of call volume (percentage of call volume) to divide the excess expenses based on the Subscriber's use.
- e. At the end of the initial 5-year term, the Agreement shall automatically renew for successive periods of one-year unless a subscribing agency wishes to withdraw and terminate this Agreement as set forth herein. Each Subscriber's fee for years six and

beyond shall be calculated at the rate of 105 percent of the preceding year's Subscriber Fee (i.e. the Subscriber's Fee for 2023 shall be 105% of the same Subscribers fee for 2022).

D. Termination of Agreement

- a. During the initial term of this agreement, any Subscriber may withdraw from participation in KaneComm and terminate this Agreement upon full payment of all fees to be paid under this agreement for the remainder of the initial 5-year term of the agreement.
- b. Any Subscribing Agency wishing to withdraw and terminate the Agreement must provide notice, as set forth herein, prior to September 1st of the fiscal year preceding the requested termination of services. Any subscriber withdrawing from the KaneComm system at the conclusion of the fifth year of this Agreement is responsible for Subscriber fees for the year following notice of termination.
- c. Any Subscriber terminating this Agreement is also responsible for their portion of any debt incurred by that Subscriber while a member of KaneComm.

E. Additional Considerations Specific to an Individual Subscribing Agency

Additional considerations specific to an individual subscribing agency, if any shall be documented in writing and attached to this Subscriber Agreement as Exhibit D.

F. Special Assessments

During the term of this agreement or subsequent renewals, should Fire and / or Police Subscribers desire additional services not already contained in this agreement, or services not already covered by the KaneComm budget, a special assessment shall be levied to recover said cost of providing those services.

G. Payments

KaneComm shall provide each Subscriber with an invoice of the Total Cost due – calculated as provided in Section C – which shall be payable within sixty (60) days of receipt. 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.

H. Performance

a. Wherever possible, KaneComm shall adhere to current industry standards as dictated by the Association of Public Safety Communications Officials (APCO) and National Emergency Number Association (NENA). KaneComm shall also remain in compliance with the standards set forth by the National Fire Protection Association, Commission on Accreditation for Law Enforcement Agencies (CALEA) and the Insurance Service Office Inc. (ISO) as it relates to Emergency Communications.

- b. The KaneComm Director agrees to work closely with the Subscribers to ensure appropriate levels of dispatch service. All procedures related to Subscriber dispatch operations shall be developed on a collaborative basis with all Subscribers.
- c. The KaneComm Director will promptly investigate any complaints received from any Subscriber or citizen and a response will be made to the complainant in a timely manner.

I. Resolution

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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.

J. Procurement

Kane County Procurement policies shall govern with regard to all purchases and procurements as they relate to KaneComm.

K. Insurance

Subscriber shall maintain minimum indemnity limits of not less than \$1M per person, \$2M aggregate and shall name KaneComm/Kane County as an additional insured on a primary and noncontributory basis.

In the event that the participating (subscriber) municipality or unit of government is self-insured or a participant in a risk pool, Kane County/Kane Comm. should be similarly protected by the risk pool or collective liability sharing entity.

Subscribers shall provide to the KaneComm Director proof of liability insurance 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.

L. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

M. Place of Venue

Any claim, action, suit, or judicial proceeding arising from or relating to this Agreement shall be instituted only in the Sixteenth Circuit Court of Kane County, Illinois.

N. Indemnification and Hold Harmless

Each Party shall, and does agree to, indemnify the other Party and its elected and appointed offices, officials, attorneys, employees, and hold them harmless from any claim, injury, or loss, no matter how sustained, arising out of or related in any way to the provision of police, fire protection, or emergency medical dispatch services by KaneComm, or the use of, or the disruption or failure of, Dispatch Services pursuant to this Agreement. It is expressly understood by both Parties to this Agreement, that the obligation to indemnify each Party as set forth above does not apply to any act, failure to act, or conduct of the other Party, its officers, officials, attorneys, or employees for the negligent or willful or wanton acts and omissions of such persons. Each party agrees to jointly defend against any claim or action brought against any of the Parties related to Dispatch Services to the extent of such Party's relative degree of culpability.

O. Amendments; Waivers.

This Agreement and the rights created by this Agreement may not be amended, modified, or waived in any respect except by written agreement expressly referring to this Agreement and duly validly authorized, executed, and delivered by all of the Parties hereto.

By notice complying with the foregoing requirements of this Section, each Party shall have the right to change the address or addressee or both for all future notices and communications to such Party, but no notice of such change of address shall be effective until actually received.

P. Assignment

Neither Party shall assign this Agreement or any of the rights and duties hereunder without the prior written consent of the other Party.

Q. Severability

If any terms or provisions of the 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 provision 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.

R. Entire Agreement

This is the entire Agreement between the Parties with respect to the subject matter contained in this Agreement. This agreement supersedes any and all previous agreements. Except as expressly provided to the contrary, the provisions of this

Agreement are for the sole benefit of the Parties and not for the benefit of any other person(s) or legal entity.

S. Notices

- a. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof when delivered in person at the address set forth below or three business days after deposit thereof in any main or branch United States post office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the Parties, respectively, as follows:
- b. For notices to KaneComm:

Executive Director KaneComm 719 S. Batavia Avenue, Building C Geneva, Illinois 60134

c. For notices to the Subscriber:

Police Chief, Gilberts Police Department 86 Railroad Street Gilberts, Illinois 60136

T. IN WITNESS WHEREOF, the Parties have set their hands and affixed their seals on the date first above written.

ON BEHALF OF THE SUBSCRIBER	ON BEHALF OF KANE COUNTY
26	
Signature	Signature
Rick 2ink Print Name	-
Print Name	Print Name
Vilhage President	·
J Title	Title
5/16/2017	
Date	Date

Article 8.5 KANE COUNTY EMERGENCY COMMUNICATIONS BOARD

8.5-1: CREATION OF KANECOMM:

The Illinois commerce commission has directed and authorized local units of government to establish and operate public safety answering points ("PSAP"). The Kane County PSAP shall be known as Kane County emergency communications ("KaneComm") which is created for the receipt of a request for emergency services; and whereby pertinent information is noted by the recipient of a telephone request for such services, and is relayed to the appropriate public safety agency or other provider of emergency services for dispatch of an emergency service unit so as the proper action may be taken. (Ord. 11-398, 12-13-2011)

8.5-2: BOARD CREATED:

There is hereby established the Kane County emergency communications board ("KaneComm") with the duties, responsibilities and membership hereafter provided. (Ord. 11-398, 12-13-2011)

8.5-3: MEMBERSHIP:

KaneComm shall be governed by an eleven (11) member board (the "KaneComm board") comprised of the following:

- A. The chairman of the Kane County board, or a member of the county board designated by the chairman, who shall also serve as the chairman of the KaneComm board;
- B. The county board member appointed by the chairman of the Kane County board, who is the chairman of the county board judicial and public safety committee;

a. P	
	C. A county board member appointed by the chairman of the Kane County board, who is the chairman of the administration committee;
	D. The executive director of the Kane County department of information technology;
	E. The executive director of 911 as appointed as hereinafter provided;
	F. The sheriff of Kane County, or a member of the sheriff's office designated by the sheriff;
	G. A police user member as determined by volume of service activity chosen from among the units of government entering into subscriber agreements with the county (the "user member");
	H. A police user member appointed by the chairman of the Kane County board chosen from among the units of government entering into subscriber agreements with the county (the "user member");
	 A fire user member as determined by volume of service activity chosen from among the units of government entering into subscriber agreements with the county (the "user member");
	J. A fire user member appointed by the chairman of the Kane County board chosen from among the units of government entering into subscriber agreements with the county (the "user member");
	K. A member of the public appointed by the chairman of the Kane County board, who is a resident of the Kane County emergency communications service area. (Ord. 11-398, 12- 13-2011; Ord. 13-91, 4-9-2013)
	8.5-4: TERM OF BOARD; EX OFFICIO MEMBERS; REMOVAL FROM OFFICE:

- A. All appointed members of KaneComm shall serve for a term of four (4) years or until their successors are appointed and qualified, unless otherwise provided in this chapter.
- B. All members except the public member shall serve ex officio. (Ord. 11-398, 12-13-2011)

8.5-5: COMPENSATION AND EXPENSES:

All members of the KaneComm board shall serve without compensation but shall be reimbursed for their actual mileage and expenses. Nothing herein shall be construed to preclude or limit any board member from receiving any compensation for any other office. (Ord. 11-398, 12-13-2011)

8.5-6: MEETINGS; OFFICERS:

The KaneComm board shall meet quarterly. Special meetings may be called by the chairman of the KaneComm board or any two (2) user representatives, in accordance with the requirements of the open meetings act, or may be scheduled at any regular meeting. The proceedings of the board shall be governed by "Robert's Rules Of Order" (current edition) and such other rules as may be adopted by the KaneComm board or the Kane County board. A majority of the members shall constitute a quorum to do business. The executive director of 911 shall serve as the ex officio secretary to the KaneComm board. (Ord. 11-398, 12-13-2011)

8.5-7: SPECIAL ACCOUNT ESTABLISHED:

All fees, grants, or revenues related to the operation of the Kane County emergency communications system shall be deposited in a special account (the "KaneComm fund") in the custody of the Kane County treasurer. All warrants and charges on the KaneComm fund shall be by order of the board and paid by the treasurer. The special account shall be subject to audit by the county auditor and shall have an annual audit of its books and records. (Ord. 11-398, 12-13-2011)

8.5-8: ANNUAL BUDGET:

The KaneComm board shall determine its annual budget subject to the approval of the Kane County board and the KaneComm board shall also approve all expenditures in accordance with applicable law and county ordinances. (Ord. 11-398, 12-13-2011)

8.5-9: POWERS AND DUTIES OF THE BOARD:

The board shall have the following powers and duties:

- A. To adopt the format of all subscriber agreements with other units of local government who are dispatched through KaneComm to be ratified by the Kane County board;
 B. To approve all subscriber agreements to the fullest extent permitted by applicable law;
 C. To set all fees and charges for subscribers;
- D. To keep and maintain all records necessary to the discharge of its duties;
- E. To receive and administer all funds provided by this chapter or other provision of law related to the emergency communications system, the custody of which is not given to some other officer;
- F. To authorize the executive director of 911 to approve for payment any invoices which have been authorized and approved in the annual KaneComm budget necessary to the operation of the emergency communications system;
- G. To plan for and recommend improvements and upgrades to the county 911 system;
- H. To coordinate and supervise the implementation, upgrading or maintenance of the county 911 system, including the establishment of equipment specifications;

- I. To review regular financial and budget reports and expenditures no less than annually and to approve, as needed, disbursements from the KaneComm fund;
- J. To set the guiding vision for PSAP operations, ensure representation of the subscriber community, clarify KaneComm's mission and strategic direction;
- K. To support the executive director of 911 in setting strategic direction, providing input into operations and promoting accountability for service and results among the user group. (Ord. 11-398, 12-13-2011)

8.5-10: 911 DIRECTOR:

The chairman shall appoint with concurrence of a majority of the KaneComm board, a director (the "executive director of 911") for the 911 operation who shall be the executive director for the KaneComm board. The 911 director shall submit reports as directed by the KaneComm board on the status of PSAP activities and issues, and shall be responsible for the hiring of all 911 employees. The 911 director shall also submit an annual report on all PSAP operations. Department of information technology personnel assigned to the PSAP shall remain the staff of the information technology department. (Ord. 11-398, 12-13-2011)

8.5-11: USER GROUP:

The 911 director shall organize a user group, which shall hold regular meetings to assist in providing input into operations, setting direction and promoting accountability of services and results among the subscribers. The user group shall be comprised of the elected or appointed head of the police and/or fire user agency of each subscriber. Any decision impacting more than one user agency as it relates to KaneComm must be presented to the user group for approval prior to implementation. (Ord. 11-398, 12-13-2011)

8.5-12: USER MEMBERS:

Five (5) user members shall be appointed by the county board chairman as voting members of the KaneComm board. Three (3) members shall be representatives of the police discipline. The first shall be the sheriff of Kane County, or a member of the sheriff's office designated by the sheriff. A representative from the police agency utilizing the greatest

volume of services shall be appointed to the KaneComm board. One additional member shall be appointed by the chairman of the county board by recommendation of the user group.

Two (2) members shall be representatives of the fire discipline. The one fire user utilizing the greatest volume of services shall be appointed to the KaneComm board. One additional member shall be appointed by the chairman of the county board by recommendation of the user group.

No two (2) user members representing the same community, village or organization shall be permitted to serve concurrently on the KaneComm board. (Ord. 11-398, 12-13-2011)

8.5-13: DEFINITIONS:

As used in this chapter:

PUBLIC SAFETY ANSWERING POINT: A facility equipped and staffed to receive 911 calls.

SUBSCRIBER: A unit of local government that enters into an agreement with the Kane County board for emergency dispatch services.

SUBSCRIBER AGREEMENT: An intergovernmental agreement executed between the county of Kane and a unit of local government desiring to utilize the dispatch services of KaneComm that explicitly identifies the terms of the agreement.

USER OR USER GROUP: The public safety agency of a subscriber. (Ord. 11-398, 12-13-2011)

KaneComm

Kane County Emergency Communications Center



Kane County Government Center

719 S Batavia Ave, Building C Geneva, Illinois 60134 Phone: (630) 232-8400

Phone: (630) 232-8400 Fax: (630) 208-2047

Exhibit B

KaneComm Subscriber Radio Requirements

- a) All radios used on any KaneComm licensed frequency shall have their internal time-out-timer programmed for 60 second operation to prevent any radio from transmitting longer than 60 seconds causing problems with the repeater system.
- b) All radios used on any KaneComm licensed frequency shall have a unique identifier (Motorola MDC-1200 signature) programmed into the radio's memory and shall transmit the MDC signal upon pre-key (programmed to send the MDC signal at the beginning of each broadcast).
- c) It is preferred that each radio uniquely identifies the person the radio is issued to.
- d) Radios used in the system shall transmit a PL code as assigned by the Radio Systems Administrator.
- e) Radios used in the system shall have a receive PL code as assigned by the Radio Systems Administrator.
- f) Radios used in the system shall be programmed to operate within the transmit power levels authorized under KaneComm's FCC system licenses while operating on KaneComm licensed frequencies.
- g) Radios that cannot be programmed to operate within the standards listed above shall not be authorized to operate on any KaneComm licensed radio frequency.

Exhibit C
KaneComm Projected Budget and Subscriber Fee Schedule

	FY 16 Current Agreement	FY 17 Current Agreement	FY 18 New Subscriber Agreement	FY 19	FY 20	FY 21	FY 22
Projected KaneComm Budget	\$2,009,759	\$2,044,360	\$2,110,000	\$2,173,300	\$2,238,499	\$2,305,654	\$2,374,824
Anticipated Revenue from ETSB	\$490,800	\$495,000	\$550,000	\$550,000	\$550,000	\$550,000	\$550,000
Misc Revenue	\$700	\$700	\$700	\$700	\$700	\$700	\$700
Revenue Subtotal	\$491,500	\$495,700	\$550,700	\$550,700	\$550,700	\$550,700	\$550,700
Subscriber Fees	\$1,518,259	\$1,331,981	\$1,548,793	\$1,617,475	\$1,689,365	\$1,767,322	\$1,848,994
Total	\$2,009,759	\$1,827,681	\$2,099,493	\$2,168,175	\$2,240,065	\$2,318,022	\$2,399,694
Shortage		-\$216,679	-\$10,507	-\$5,125	\$1,566	\$12,369	\$24,870
	FY 16	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22
Subscribing Agency	100			State of the state		2 100 100 100	
Big Rock Fire Protection District	\$9,921	\$10,418	\$10,626	\$10,838	\$11,055	\$11,276	\$11,502
Burlington Fire Protection District	\$9,870	\$10,363	\$10,571	\$10,782	\$10,998	\$11,218	\$11,442
Fox River and Countryside Fire/Rescue District	\$28,781	\$30,220	\$30,825	\$31,441	\$32,070	\$32,711	\$33,366
Hampshire Fire Protection District	\$24,700	\$25,935	\$26,453	\$26,982	\$27,522	\$28,072	\$28,634
Kaneville Fire Protection District	\$7,906	\$8,302	\$8,468	\$8,637	\$8,810	\$8,986	\$9,166
Maple Park and Countryside Fire District	\$9,663	\$10,146	\$10,349	\$10,556	\$10,767	\$10,983	\$11,202
Pingree Grove and Countryside Fire Protection District	\$22,995	\$24,144	\$24,627	\$25,120	\$25,622	\$26,135	\$26,657
Campton Hills Police Department	\$59,419	\$62,390	\$65.510	\$68,785	\$72,225	\$75,836	\$79,628
Fox Valley Park District Police Department	\$42,989	\$45,139	\$47,396	\$49,766	\$52,254	\$54.867	\$57,610
Gilberts Police Department	\$66,420	\$69,741	\$73,228	\$76.890	\$80,734	\$84,771	\$89,009
Hampshire Police Department	\$80,319	\$84,334	\$88,551	\$92,979	\$97,628	\$102,509	\$107,634
Kane County Sheriff	\$731,360	\$427,767	\$569,728	\$598,214	\$628,125	\$659,531	\$692,508
Kane County Coroner		\$69,939	\$49,263	\$51,726	\$54,312	\$57,028	\$59,879
Kane County OEM		\$6,733	\$1,689	\$1,774	\$1,863	\$1,956	\$2,054
Kane County Courts		\$192,160	\$150,411	\$157,932	\$165,829	\$174,120	\$182,826
County Obligation		\$25,817					
Kane County Forest Preserve District Police Department	\$30,874	\$32,417	\$34,038	\$35,740	\$37,527	\$39,404	\$41,374
Maple Park Police Department	\$11,394	\$11,964	\$12,562	\$13,190	\$13,849	\$14,542	\$15,269
Pingree Grove Police Department	\$34,465	\$36,188	\$37,997	\$39,897	\$41,892	\$43,986	\$46,186
New Agency (South Elgin fee shown in FY16 & FY17)	\$309,540	\$108,339	\$255,000	\$262,650	\$270.530	\$281,351	\$292,605
Wayne Police Department	\$37,642	\$39,524	\$41,500	\$43,575	\$45,754	\$48,042	\$50,444



KANECOMM

KANE COUNTY EMERGENCY COMMUNICATIONS DISPATCH SERVICE AGREEMENT

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D. Termination of Agreement

- a. During the initial term of this agreement, any Subscriber may withdraw from participation in KaneComm and terminate this Agreement upon full payment of all fees to be paid under this agreement for the remainder of the initial 5-year term of the agreement.
- b. Any Subscribing Agency wishing to withdraw and terminate the Agreement must provide notice, as set forth herein, prior to September 1st of the fiscal year preceding the requested termination of services. Any subscriber withdrawing from the KaneComm system at the conclusion of the fifth year of this Agreement is responsible for Subscriber fees for the year following notice of termination.
- c. Any Subscriber terminating this Agreement is also responsible for their portion of any debt incurred by that Subscriber while a member of KaneComm.

E. Additional Considerations Specific to an Individual Subscribing Agency

Additional considerations specific to an individual subscribing agency, if any shall be documented in writing and attached to this Subscriber Agreement as Exhibit D.

F. Special Assessments

During the term of this agreement or subsequent renewals, should Fire and / or Police Subscribers desire additional services not already contained in this agreement, or services not already covered by the KaneComm budget, a special assessment shall be levied to recover said cost of providing those services.

G. Payments

KaneComm shall provide each Subscriber with an invoice of the Total Cost due – calculated as provided in Section C – which shall be payable within sixty (60) days of receipt. 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.

H. Performance

a. Wherever possible, KaneComm shall adhere to current industry standards as dictated by the Association of Public Safety Communications Officials (APCO) and National Emergency Number Association (NENA). KaneComm shall also remain in compliance with the standards set forth by the National Fire Protection Association, Commission on Accreditation for Law Enforcement Agencies (CALEA) and the Insurance Service Office Inc. (ISO) as it relates to Emergency Communications.

- b. The KaneComm Director agrees to work closely with the Subscribers to ensure appropriate levels of dispatch service. All procedures related to Subscriber dispatch operations shall be developed on a collaborative basis with all Subscribers.
- c. The KaneComm Director will promptly investigate any complaints received from any Subscriber or citizen and a response will be made to the complainant in a timely manner.

I. Resolution

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.

J. Procurement

Kane County Procurement policies shall govern with regard to all purchases and procurements as they relate to KaneComm.

K. Insurance

Subscriber shall maintain minimum indemnity limits of not less than \$1M per person, \$2M aggregate and shall name KaneComm/Kane County as an additional insured on a primary and noncontributory basis.

In the event that the participating (subscriber) municipality or unit of government is self-insured or a participant in a risk pool, Kane County/Kane Comm. should be similarly protected by the risk pool or collective liability sharing entity.

Subscribers shall provide to the KaneComm Director proof of liability insurance 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.

L. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

M. Place of Venue

Any claim, action, suit, or judicial proceeding arising from or relating to this Agreement shall be instituted only in the Sixteenth Circuit Court of Kane County, Illinois.

N. Indemnification and Hold Harmless

Each Party shall, and does agree to, indemnify the other Party and its elected and appointed offices, officials, attorneys, employees, and hold them harmless from any claim, injury, or loss, no matter how sustained, arising out of or related in any way to the provision of police, fire protection, or emergency medical dispatch services by KaneComm, or the use of, or the disruption or failure of, Dispatch Services pursuant to this Agreement. It is expressly understood by both Parties to this Agreement, that the obligation to indemnify each Party as set forth above does not apply to any act, failure to act, or conduct of the other Party, its officers, officials, attorneys, or employees for the negligent or willful or wanton acts and omissions of such persons. Each party agrees to jointly defend against any claim or action brought against any of the Parties related to Dispatch Services to the extent of such Party's relative degree of culpability.

O. Amendments; Waivers.

This Agreement and the rights created by this Agreement may not be amended, modified, or waived in any respect except by written agreement expressly referring to this Agreement and duly validly authorized, executed, and delivered by all of the Parties hereto.

By notice complying with the foregoing requirements of this Section, each Party shall have the right to change the address or addressee or both for all future notices and communications to such Party, but no notice of such change of address shall be effective until actually received.

P. Assignment

Neither Party shall assign this Agreement or any of the rights and duties hereunder without the prior written consent of the other Party.

Q. Severability

If any terms or provisions of the 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 provision 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.

R. Entire Agreement

This is the entire Agreement between the Parties with respect to the subject matter contained in this Agreement. This agreement supersedes any and all previous agreements. Except as expressly provided to the contrary, the provisions of this

Agreement are for the sole benefit of the Parties and not for the benefit of any other person(s) or legal entity.

S. Notices

- a. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof when delivered in person at the address set forth below or three business days after deposit thereof in any main or branch United States post office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the Parties, respectively, as follows:
- b. For notices to KaneComm:

Executive Director KaneComm 719 S. Batavia Avenue, Building C Geneva, Illinois 60134

c. For notices to the Subscriber:

Police Chief, Gilberts Police Department 86 Railroad Street Gilberts, Illinois 60136

T. IN WITNESS WHEREOF, the Parties have set their hands and affixed their seals on the date first above written.

ON BEHALF OF THE SUBSCRIBER	ON BEHALF OF KANE COUNTY
Signature	Signature
Rick Zirk Print Name	Print Name
Village President	Title
5/16/2017 Date	

Article 8.5 KANE COUNTY EMERGENCY COMMUNICATIONS BOARD

8.5-1: CREATION OF KANECOMM:

The Illinois commerce commission has directed and authorized local units of government to establish and operate public safety answering points ("PSAP"). The Kane County PSAP shall be known as Kane County emergency communications ("KaneComm") which is created for the receipt of a request for emergency services; and whereby pertinent information is noted by the recipient of a telephone request for such services, and is relayed to the appropriate public safety agency or other provider of emergency services for dispatch of an emergency service unit so as the proper action may be taken. (Ord. 11-398, 12-13-2011)

8.5-2: BOARD CREATED:

There is hereby established the Kane County emergency communications board ("KaneComm") with the duties, responsibilities and membership hereafter provided. (Ord. 11-398, 12-13-2011)

8.5-3: MEMBERSHIP:

KaneComm shall be governed by an eleven (11) member board (the "KaneComm board") comprised of the following:

- A. The chairman of the Kane County board, or a member of the county board designated by the chairman, who shall also serve as the chairman of the KaneComm board;
- B. The county board member appointed by the chairman of the Kane County board, who is the chairman of the county board judicial and public safety committee;

8.5-4: TERM OF BOARD; EX OFFICIO MEMBERS; REMOVAL FROM OFFICE:
K. A member of the public appointed by the chairman of the Kane County board, who is a resident of the Kane County emergency communications service area. (Ord. 11-398, 12- 13-2011; Ord. 13-91, 4-9-2013)
J. A fire user member appointed by the chairman of the Kane County board chosen from among the units of government entering into subscriber agreements with the county (the "user member");
I. A fire user member as determined by volume of service activity chosen from among the units of government entering into subscriber agreements with the county (the "user member");
H. A police user member appointed by the chairman of the Kane County board chosen from among the units of government entering into subscriber agreements with the county (the "user member");
G. A police user member as determined by volume of service activity chosen from among the units of government entering into subscriber agreements with the county (the "user member");
F. The sheriff of Kane County, or a member of the sheriff's office designated by the sheriff;
E. The executive director of 911 as appointed as hereinafter provided;
D. The executive director of the Kane County department of information technology;
 C. A county board member appointed by the chairman of the Kane County board, who is the chairman of the administration committee;

A. All appointed members of KaneComm shall serve for a term of four (4) years or until their successors are appointed and qualified, unless otherwise provided in this chapter.

B. All members except the public member shall serve ex officio. (Ord. 11-398, 12-13-2011)

8.5-5: COMPENSATION AND EXPENSES:

All members of the KaneComm board shall serve without compensation but shall be reimbursed for their actual mileage and expenses. Nothing herein shall be construed to preclude or limit any board member from receiving any compensation for any other office. (Ord. 11-398, 12-13-2011)

8.5-6: MEETINGS; OFFICERS:

The KaneComm board shall meet quarterly. Special meetings may be called by the chairman of the KaneComm board or any two (2) user representatives, in accordance with the requirements of the open meetings act, or may be scheduled at any regular meeting. The proceedings of the board shall be governed by "Robert's Rules Of Order" (current edition) and such other rules as may be adopted by the KaneComm board or the Kane County board. A majority of the members shall constitute a quorum to do business. The executive director of 911 shall serve as the ex officio secretary to the KaneComm board. (Ord. 11-398, 12-13-2011)

8.5-7: SPECIAL ACCOUNT ESTABLISHED:

All fees, grants, or revenues related to the operation of the Kane County emergency communications system shall be deposited in a special account (the "KaneComm fund") in the custody of the Kane County treasurer. All warrants and charges on the KaneComm fund shall be by order of the board and paid by the treasurer. The special account shall be subject to audit by the county auditor and shall have an annual audit of its books and records. (Ord. 11-398, 12-13-2011)

8.5-8: ANNUAL BUDGET:

The KaneComm board shall determine its annual budget subject to the approval of the Kane County board and the KaneComm board shall also approve all expenditures in accordance with applicable law and county ordinances. (Ord. 11-398, 12-13-2011)

8.5-9: POWERS AND DUTIES OF THE BOARD:

The board shall have the following powers and duties:

- A. To adopt the format of all subscriber agreements with other units of local government who are dispatched through KaneComm to be ratified by the Kane County board;
- B. To approve all subscriber agreements to the fullest extent permitted by applicable law;
- C. To set all fees and charges for subscribers;
- D. To keep and maintain all records necessary to the discharge of its duties;
- E. To receive and administer all funds provided by this chapter or other provision of law related to the emergency communications system, the custody of which is not given to some other officer;
- F. To authorize the executive director of 911 to approve for payment any invoices which have been authorized and approved in the annual KaneComm budget necessary to the operation of the emergency communications system;
- G. To plan for and recommend improvements and upgrades to the county 911 system;
- H. To coordinate and supervise the implementation, upgrading or maintenance of the county 911 system, including the establishment of equipment specifications;

- I. To review regular financial and budget reports and expenditures no less than annually and to approve, as needed, disbursements from the KaneComm fund;
- J. To set the guiding vision for PSAP operations, ensure representation of the subscriber community, clarify KaneComm's mission and strategic direction;
- K. To support the executive director of 911 in setting strategic direction, providing input into operations and promoting accountability for service and results among the user group. (Ord. 11-398, 12-13-2011)

8.5-10: 911 DIRECTOR:

The chairman shall appoint with concurrence of a majority of the KaneComm board, a director (the "executive director of 911") for the 911 operation who shall be the executive director for the KaneComm board. The 911 director shall submit reports as directed by the KaneComm board on the status of PSAP activities and issues, and shall be responsible for the hiring of all 911 employees. The 911 director shall also submit an annual report on all PSAP operations. Department of information technology personnel assigned to the PSAP shall remain the staff of the information technology department. (Ord. 11-398, 12-13-2011)

8.5-11: USER GROUP:

The 911 director shall organize a user group, which shall hold regular meetings to assist in providing input into operations, setting direction and promoting accountability of services and results among the subscribers. The user group shall be comprised of the elected or appointed head of the police and/or fire user agency of each subscriber. Any decision impacting more than one user agency as it relates to KaneComm must be presented to the user group for approval prior to implementation. (Ord. 11-398, 12-13-2011)

8.5-12: USER MEMBERS:

Five (5) user members shall be appointed by the county board chairman as voting members of the KaneComm board. Three (3) members shall be representatives of the police discipline. The first shall be the sheriff of Kane County, or a member of the sheriff's office designated by the sheriff. A representative from the police agency utilizing the greatest

volume of services shall be appointed to the KaneComm board. One additional member shall be appointed by the chairman of the county board by recommendation of the user group.

Two (2) members shall be representatives of the fire discipline. The one fire user utilizing the greatest volume of services shall be appointed to the KaneComm board. One additional member shall be appointed by the chairman of the county board by recommendation of the user group.

No two (2) user members representing the same community, village or organization shall be permitted to serve concurrently on the KaneComm board. (Ord. 11-398, 12-13-2011)

8.5-13: DEFINITIONS:

As used in this chapter:

PUBLIC SAFETY ANSWERING POINT: A facility equipped and staffed to receive 911 calls.

SUBSCRIBER: A unit of local government that enters into an agreement with the Kane County board for emergency dispatch services.

SUBSCRIBER AGREEMENT: An intergovernmental agreement executed between the county of Kane and a unit of local government desiring to utilize the dispatch services of KaneComm that explicitly identifies the terms of the agreement.

USER OR USER GROUP: The public safety agency of a subscriber. (Ord. 11-398, 12-13-2011)

KaneComm

Kane County Emergency Communications Center



Kane County Government Center

719 S Batavia Ave, Building C Geneva, Illinois 60134 Phone: (630) 232-8400

Fax: (630) 208-2047

Exhibit B

KaneComm Subscriber Radio Requirements

- a) All radios used on any KaneComm licensed frequency shall have their internal time-out-timer programmed for 60 second operation to prevent any radio from transmitting longer than 60 seconds causing problems with the repeater system.
- b) All radios used on any KaneComm licensed frequency shall have a unique identifier (Motorola MDC-1200 signature) programmed into the radio's memory and shall transmit the MDC signal upon pre-key (programmed to send the MDC signal at the beginning of each broadcast).
- c) It is preferred that each radio uniquely identifies the person the radio is issued to.
- d) Radios used in the system shall transmit a PL code as assigned by the Radio Systems Administrator.
- e) Radios used in the system shall have a receive PL code as assigned by the Radio Systems Administrator.
- f) Radios used in the system shall be programmed to operate within the transmit power levels authorized under KaneComm's FCC system licenses while operating on KaneComm licensed frequencies.
- g) Radios that cannot be programmed to operate within the standards listed above shall not be authorized to operate on any KaneComm licensed radio frequency.

Exhibit C
KaneComm Projected Budget and Subscriber Fee Schedule

	FY 16 Current Agreement	FY 17 Current Agreement	FY 18 New Subscriber Agreement	FY 19	FY 20	FY 21	FY 22
Projected KaneComm Budget	\$2,009,759	\$2,044,360	\$2,110,000	\$2,173,300	\$2,238,499	\$2,305,654	\$2,374,824
Anticipated Revenue from ETSB Misc Revenue	\$490,800 \$700	\$495,000 \$700	\$550,000 \$700	\$550,000 \$700	\$550,000 \$700	\$550,000 \$700	\$550,000 \$700
Revenue Subtotal	\$491,500	\$495,700	\$550,700	\$550,700	\$550,700	\$550,700	\$550,700
Subscriber Fees Total	\$1,518,259 \$2,009,759		\$1,548,793 \$2,099,493	\$1,617,475 \$2,168,175	\$1,689,365 \$2,240,065	\$1,767,322 \$2,318,022	\$1,848,994 \$2,399,694
Shortage		-\$216,679	-\$10,507	-\$5,125	\$1,566	\$12,369	\$24,870
	FY 16	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22
Subscribing Agency							
Big Rock Fire Protection District	\$9,921	\$10,418	\$10,626	\$10,838	\$11,055	\$11,276	\$11,502
Burlington Fire Protection District	\$9,870	\$10,363	\$10,571	\$10,782	\$10,998	\$11,218	\$11,442
Fox River and Countryside Fire/Rescue District	\$28,781	\$30,220	\$30,825	\$31,441	\$32,070	\$32,711	\$33,366
Hampshire Fire Protection District	\$24,700	\$25,935	\$26,453	\$26,982	\$27,522	\$28,072	\$28,634
Kaneville Fire Protection District	\$7,906	\$8,302	\$8,468	\$8,637	\$8,810	\$8,986	\$9,166
Maple Park and Countryside Fire District	\$9,663	\$10,146	\$10,349	\$10,556	\$10,767	\$10,983	\$11,202
Pingree Grove and Countryside Fire Protection District	\$22,995	\$24,144	\$24,627	\$25,120	\$25,622	\$26,135	\$26,657
Campton Hills Police Department	\$59,419	\$62,390	\$65,510	\$68,785	\$72,225	\$75,836	\$79,628
Fox Valley Park District Police Department	\$42,989	\$45,139	\$47,396	\$49,766	\$52,254	\$54,867	\$57,610
Gilberts Police Department	\$66,420	\$69,741	\$73,228	\$76,890	\$80,734	\$84,771	\$89,009
Hampshire Police Department	\$80,319	\$84,334	\$88,551	\$92,979	\$97,628	\$102,509	\$107,634
Kane County Sheriff	\$731,360	\$427,767	\$569,728	\$598,214	\$628,125	\$659,531	\$692,508
Kane County Coroner		\$69,939	\$49,263	\$51,726	\$54,312	\$57,028	\$59,879
Kane County OEM		\$6,733	\$1,689	\$1,774	\$1,863	\$1,956	\$2,054
Kane County Courts		\$192,160	\$150,411	\$157,932	\$165,829	\$174,120	\$182,826
County Obligation		\$25,817					
Kane County Forest Preserve District Police Department	\$30,874	\$32,417	\$34,038	\$35,740	\$37,527	\$39,404	\$41,374
Maple Park Police Department	\$11,394	\$11,964	\$12,562	\$13,190	\$13,849	\$14,542	\$15,269
Pingree Grove Police Department	\$34,465	\$36,188	\$37,997	\$39,897	\$41,892	\$43,986	\$46,186
New Agency (South Elgin fee shown in FY16 & FY17)	\$309,540	\$108,339	\$255,000	\$262,650	\$270,530	\$281,351	\$292,605
Wayne Police Department	\$37,642	\$39,524	\$41,500	\$43,575	\$45,754	\$48,042	\$50,444



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/5/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road					CONTACT NAME: PHONE [AIC, No, Ext]: 630-773-3800 FAX (AIC, No): 630-285-4062								
Rolling Meadows IL 60008						E-MAIL ADDRESS:							
					INSURER(S) AFFORDING COVERAGE N					NAIC #			
						INSURE	RA:Underwr	iters at Lloy	/d's London		15792		
	JRED					INSURE	R в :Hartford	Steam Boil	ler Inspec & Ins		29890		
Village of Gilberts							INSURER C:						
		gan Road				INSURER D:							
Gilberts, IL 60136							RE:						
						INSURE	RF:						
CO	VEF	RAGES CER	TIFIC	CATE	NUMBER: 556144896				REVISION NUMBER:				
IN C	IDIC/ ERTI XCLI	S TO CERTIFY THAT THE POLICIES ATED. NOTWITHSTANDING ANY RE FICATE MAY BE ISSUED OR MAY JSIONS AND CONDITIONS OF SUCH	OF QUIP PERT POLI	INSUF REMEI AIN, CIES.	RANCE LISTED BELOW HAV NT, TERM OR CONDITION THE INSURANCE AFFORDS LIMITS SHOWN MAY HAVE	OF ANY	Y CONTRACT THE POLICIES REDUCED BY F	OR OTHER I DESCRIBED PAID CLAIMS	DOCUMENT WITH RESPE D HEREIN IS SUBJECT T	CT TO	WHICH THIS		
INSR LTR	_	TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	TS			
Α	X	COMMERCIAL GENERAL LIABILITY			BGP10013104		12/31/2016	12/31/2017	EACH OCCURRENCE	\$1,000	,000		
		CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000	,000		
									MED EXP (Any one person)	\$5,000			
									PERSONAL & ADV INJURY	\$1,000	.000		
	GEN	N'L AGGREGATE LIMIT APPLIES PER:					1		GENERAL AGGREGATE	\$2,000,000			
	Х	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$2,000	.000		
		OTHER:								\$			
Α	AUT	OMOBILE LIABILITY			BGA30013104		12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000	,000		
	Х	ANY AUTO							BODILY INJURY (Per person)	\$			
		OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$			
		HIRED NON-OWNED AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$			
									The second of th	\$			
Α	Х	UMBRELLA LIAB X OCCUR			BGU50013104		12/31/2016	12/31/2017	EACH OCCURRENCE \$7,000,000		,000		
		EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$7,000	,000		
		DED X RETENTION \$ 10,000								\$			
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY									PER OTH- STATUTE ER				
	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$			
	(Man	CER/MEMBER EXCLUDED?							E L DISEASE - EA EMPLOYER	\$			
	DES(i, describe under CRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$			
A B		ding & Contents/Blanket Limit			BGP10013104		12/31/2016		\$24,710,707		Deductible		
ь	Equi	pment Breakdown Limit			FBP7310495		12/31/2016	12/31/2017	\$50,000,000	\$1,000	Deductible		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Auto Physical Damage covered on policy Kane Comm. is listed as additional with regards to 911 dispatch services for Community days June 2-4, 2017.													
CET	TIC	ICATE HOLDER				CANC	ELL ATION						
CEF	(III	ICATE HOLDER				CANC	ELLATION						
Kane Comm. 719 S. Batavia Ave. Building C Geneva IL 60134						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
	Geneva IL 60134						AUTHORIZED REPRESENTATIVE						