

**INTERGOVERNMENTAL AGREEMENT
BETWEEN E-COM AND INDIVIDUAL MEMBERS
FOR THE USE OF THE MOTOROLA RADIOS AND
REPAYMENT TO E-COM**

This INTERGOVERNMENTAL AGREEMENT (“The Agreement”) is entered into by and between E-COM Dispatch Center “E-COM” on its own behalf and with Thornton Fire Department a MEMBER AGENCY of E-COM.

WHEREAS E-COM and SOUTHCAM and the E-COM and SOUTHCAM member agencies are part of a joint effort to effectively respond to emergencies through interoperable public safety communications capabilities available throughout the E-COM and SOUTHCAM service areas; and

WHEREAS the Intergovernmental Cooperation Act, 5 ILCS 220/1 authorizes units of local government to enter into agreements to further public needs in any manner not restricted by law or ordinance; and

WHEREAS both E-COM and SOUTHCAM were formed as joint emergency telephone system boards under the authority of the Illinois Emergency Telephone System Act, 50 ILCS 750/1 and are units of local government; and

WHEREAS E-COM has entered into a Lease Purchase Agreement with Motorola for the purchase of portable radios to serve both E-COM MEMBER AGENCIES; and

WHEREAS both E-COM and SOUTHCAM intend that the purchase of these radios benefit their member agencies and facilitate public safety communications in the areas they serve; and

WHEREAS E-COM wish to establish the terms and conditions for the payment and use for the Motorola radios (the “RADIOS”).

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, E-COM, on their own behalf and on behalf of their member agencies hereby agree as follows:

Part 1 – Allocation of Equipment, Ownership and System Access

Section 1.1 – Generally, pursuant to this Agreement and the Lease Purchase Agreement entered into by E-COM and MOTOROLA, E-COM will act as the owner of the RADIOS and as a pass-through for the purchase of the RADIOS from MOTOROLA. Funds will be collected from the E-COM MEMBER AGENCIES by E-COM and paid by E-COM to MOTOROLA. The RADIOS shall remain the property of E-COM until such time as the MEMBER AGENCY has fully paid the costs associated with the purchase of the RADIOS made by that MEMBER AGENCY and for a period of seven (7) years.

Section 1.2 – The MEMBER AGENCY, at its own expense and through payment to E-COM, shall acquire the RADIOS in the quantity and price as set out in Attachment A, which is made a part of this Agreement and incorporated herein by reference. The parties agree that Attachment A was developed by E-COM in consultation with the MEMBER AGENCIES and reflects the appropriate allocation of RADIOS for the MEMBER AGENCY. The property listed on Attachment A shall be purchased by E-COM and become the sole property of the MEMBER AGENCY upon repayment of all monies advanced by E-COM on behalf of the MEMBER AGENCY and as set forth in Attachment A and herein.

Section 1.3 – A MEMBER AGENCY may opt for certain accessories outside of the Lease Purchase Agreement. The MEMBER AGENCY agrees that it is fully responsible for the cost, ownership, and maintenance or any such accessories it chooses.

Section 1.4 – Neither E-COM, or any MEMBER AGENCY will have the right or authority to transfer, assign, sublease, modify, or confer any rights or benefits with respect to the purchase of the RADIOS, to any third party with the written authorization of E-COM. This Section is not intended to prohibit the MEMBER AGENCY from allocating the equipment to its first responder personnel.

Section 1.5 – Use of the RADIOS as described in Attachment A shall be in accordance with purposes permitted by law and for personnel making emergency responses. A MEMBER AGENCY may also use the RADIOS for any other purpose related to its official duties in accordance with all Federal, State, and local laws and ordinances.

Part 2 – Control and Operation of the RADIOS

Section 2.1 – The Parties agree that the management and control of the RADIOS is and shall remain under full control of E-COM, respectively. The Parties agree that E-COM shall remain the sole point of contact relative to the MOTOROLA Lease Purchase Agreement and the distribution of the RADIOS.

Section 2.2 – The Parties agree that E-COM shall have the sole programming authority for the RADIOS. This shall include the maintenance of the Advanced Key System (ASK) and any encryption programming.

Part 3 – Responsibilities of E-COM

Section 3.1 – E-COM shall be responsible for the execution of the Lease Purchase Agreement with MOTOROLA, securing the financing for the funding of the Lease Purchase Agreement and the receipt and distribution of the RADIOS.

Section 3.2 – E-COM shall provide initial training for the MEMBER AGENCIES personnel for the use and operation of the RADIOS.

Section 3.3 – E-COM shall make available to the MEMBER AGENCY such RADIO coverage and performance as provided in the Lease Purchase Agreement with MOTOROLA.

Improvements, modifications, or changes made to the RADIO system may only be done with the approval of E-COM and at the expense of the MEMBER AGENCY.

Section 3.4 – E-COM shall be responsible for the maintenance cost of the RADIOS until such time as the MEMBER AGENCY has fully paid the purchase price of the RADIOS or for a period of seven (7) years, whichever is longer. This shall include any warranty periods as specified in the Lease Purchase Agreement. After the seven (7) year period expires, the MEMBER AGENCY shall be solely responsible for the maintenance of the RADIOS.

Part 4 – Responsibilities of the MEMBER AGENCY

Section 4.1 – Each MEMBER AGENCY shall be responsible to reimburse E-COM for the costs incurred in the purchase of the RADIOS made for the benefit of and on behalf of the MEMBER AGENCY. These costs are set out in Attachment B and have been agreed to by the MEMBER

AGENCY. Any expenses incurred by the MEMBER AGENCY in order to implement the use of the RADIOS shall be the sole responsibility of the MEMBER AGENCY.

Section 4.2 – Should a MEMBER AGENCY not make the payments as required by Attachment B in the manner as provided in Attachment B, E-COM shall have the authority to limit the use of the RADIOS by the MEMBER AGENCY, repossess the RADIO units, and take whatever additional legal steps necessary to ensure payment by the MEMBER AGENCY.

Section 4.3 – The MEMBER AGENCY and its personnel shall use the RADIOS for official purposes only. The MEMBER AGENCY shall insure that the RADIOS are issued only to personnel designated as first responders and such personnel shall keep the RADIO tuned at all times to the licensed interoperable radio frequencies designated and programmed by E-COM. For security purposes, the MEMBER AGENCY shall ensure that any access codes or proprietary information provided by E-COM shall only be given to those persons specifically authorized by E-COM to receive them. The MEMBER AGENCY authorizes E-COM to periodically review compliance with this Section.

Section 4.4 – Throughout the term of this Agreement, the MEMBER AGENCY shall provide E-COM with reasonable cooperation and access to its facilities to promote the delivery and programming of the RADIOS, the training of the MEMBER AGENCY personnel, and any other purposes necessary to carry out the provisions of this Agreement.

Section 4.5 – Upon the delivery of the E-COM RADIOS to the MEMBER AGENCY, the MEMBER AGENCY shall bear the risk of loss for any damage or loss to the RADIOS beyond the coverage provided in any warranty or maintenance agreement entered into and that is part of the Lease Purchase Agreement. Each MEMBER AGENCY shall be responsible for maintaining insurance coverage for the RADIOS in an amount sufficient to provide for replacement of the RADIO should it be lost or damaged. E-COM shall be named as an additional insured on any policy issued to cover the RADIOS.

Section 4.6 – Should a MEMBER AGENCY purchase additional radios or equipment not included in the MOTOROLA Lease Purchase Agreement after the execution of this Agreement,

the MEMBER AGENCY shall be solely responsible for any costs so incurred while in accordance with Section 2.2

Section 5 – Term and Termination

Section 5.1 – This Agreement shall commence upon its execution by both parties and the E-COM Board of Directors approves and executes the MOTOROLA Lease Purchase Agreement. The Agreement shall continue in full force and effect for a period of seven (7) years or for such additional periods as the Parties to this Agreement may agree. At the end of seven (7) years the MEMBER AGENCY shall take ownership of the RADIOS provided that all costs associated with the purchase of the RADIOS by E-COM have been repaid to E-COM. If such costs have not been paid, the MEMBER AGENCY and E-COM may negotiate an extension of this Agreement.

Section 5.2 – Should a MEMBER AGENCY seek to terminate this Agreement prior to the term set out in Section 5.1 above, the MEMBER AGENCY shall negotiate the terms of that early termination with E-COM. If the MEMBER AGENCY has not fully reimbursed E-COM for the cost of the RADIOS, E-COM shall immediately take possession of the RADIOS.

Section 6- Miscellaneous Terms

Section 6.1 – This Agreement shall not be construed in such a way that E-COM or the MEMBER AGENCY constitutes, or is deemed to be, the representative, agent employee, partner, or joint venture of the other. 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 6.2 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, return receipt requested, or by email.

E-COM MEMBER AGENCY

Section 6.3 – This Agreement constitutes the entire Agreement of E-COM and the MEMBER AGENCY with respect to the subject matter hereof and supersedes all other prior and

contemporaneous agreements, understandings, representations, negotiations, and commitments between E-COM and the MEMBER AGENCY with respect to the subject matter of this Agreement.

Section 6.4 – This Agreement between E-COM and the MEMBER AGENCY shall not become effective unless authorized and executed by E-COM and the MEMBER AGENCY. 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 E-COM.

Section 6.5 – Each Party represents that it has 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 6.6 - 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, attorney's 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 RADIOS to the extent authorized by law, including, but not limited to any injury or damage caused by the failure of the RADIOS to function properly, the failure of RADIO transmissions to be accurately transmitted and/or received or the failure of the RADIOS to operate as designed.

Section 6.7 – This Agreement may only be amended upon written agreement of the Parties.

WHEREFORE the Parties have signed and executed this Agreement as of the date written below in Cook County, State of Illinois.

E-COM Dispatch Center

Village of Thornton

Robert Grabowski
E-COM Chairman

Name:

Title:

Date: _____

Date: _____

MEMORANDUM

To: E-COM Member Agencies
From: Executive Director Kowalski
Date: September 11, 2024
Subject: Attachment A - Motorola Solutions 800 MHz Radio Purchase

Here is the final breakdown of the quantities of mobile radios (both dash and remote mount) and portable radios received, as reported by each Fire Chief, including E-COM Dispatch Center:

	APX NEXT XE	APX8500 (Remote)	APX8500 (Dash)	APX Consoles	APX 8000
Country Club Hills	20	9	6		
East Hazel Crest	10	4	3		
Flossmoor	18	13	0		
Glenwood	9	0	8		
Hazel Crest	13	9	0		3
Homewood	12	4	4		
Riverdale	10	0	7		
South Holland	26	4	9		
Thornton	10	0	8		
E-COM	5	0	0	2	

Thornton Fire				
Customer Name:	E-COM Dispatch Center Participant			
Total Dollar Amount	\$166,468.82			
Down Payment	\$0.00			
Balance to Finance	\$166,468.82			
Proposal Expiration Date	10/9/2024			
				
Date:	September 12, 2024			
Financing proposal for:	E-COM Dispatch Center Participant			
	Communications System Financing Proposal			
<p>Motorola Solutions Credit Company LLC is pleased to submit the following proposal for the financing of your Motorola Communications solution in accordance with the terms and conditions outlined below:</p>				
Transaction Type:	Municipal Lease-Purchase Agreement			
Lessor:	Motorola Solutions, Inc. (or its Assignee)			
Lessee:	E-COM Dispatch Center Participant			
Amount:	\$166,468.82			
Down Payment:	\$0.00			
Balance to Finance:	\$166,468.82			
Equipment:	As per the Motorola equipment proposal.			
Title:	Title to the equipment will vest with the Lessee.			
Insurance:	Lessee will be responsible to insure the equipment as outlined in the lease contract.			
Taxes:	Personal property, sales, leasing, use, stamp, or other taxes are for the account of the Lessee.			
Lease Term:	Seven Years			
Payment Frequency:	Annual			
Payment Structure:	Arrears			
Lease Rate:	4.25%			
Lease Factor:	0.168152			
Annual Lease Payment:	\$27,992.10			
Payment Commencement:	First payment due one year after contract execution.			
Expiration:	This above lease rates and factors are valid for all leases commenced by 10/9/2024			