

RESOLUTION NO. 21 - 52

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT WITH THE
FIRST FIRE DISTRICT AND ANTIOCH TOWNSHIP**

WHEREAS, the VILLAGE, the DISTRICT and the TOWNSHIP are municipal corporations and public bodies politic and corporate of the State of Illinois, and are authorized to enter into this Intergovernmental Agreement pursuant to Section 3.2 of the Intergovernmental Corporation Act, 4 ILCS 220/3.2 and Article VII, Section 10 of the 1970 Constitution of the State of Illinois: and

WHEREAS, the Intergovernmental Cooperation Act provides that one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the VILLAGE, DISTRICT and the TOWNSHIP shared many resources for many years to provide fire and EMS services to the residents of Antioch Township and the Village of Antioch; and

WHEREAS, the VILLAGE, the DISTRICT and the TOWNSHIP would like to utilize and share the cost of a Hyper Reach Notification system; and

WHEREAS, the corporate authorities find and declare that the document attached as Exhibit A is a fair IGA which ought to receive the approval of the Village, the First Fire District and Antioch Township,

NOW THEREFORE, BE IT RESOLVED by the Village of Antioch, Lake County, Illinois, as follows:


SECTION ONE: The Mayor is authorized and directed to execute the attached draft Exhibit A Intergovernmental Agreement with the First Fire District and Antioch Township on behalf of the Village.

SECTION TWO: The Administrator and all other appointed or elected officials are directed to cooperate in any way possible with the execution and implementation of the Intergovernmental Agreement and the terms, conditions and procedures set forth therein.

SECTION THREE: This resolution shall take effect immediately upon passage.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ANTIOCH, ILLINOIS, ON THIS 28TH DAY OF JULY, 2021.

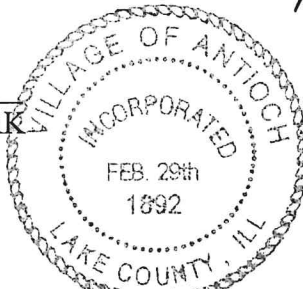
ATTEST:



SCOTT J. GARTNER, MAYOR



LORI K. ROMINE, VILLAGE CLERK



Hyper-Reach Services Agreement

This agreement made this 25th day of JUNE, 2021

Between: **Hyper-Reach**
3300 Monroe Avenue, Suite # 317
Rochester, NY 14618
Phone: 585.586.0020
Fax: 585.586.4511

(Hereinafter "**Asher**")

And

Client: **First Fire Protection District of Antioch**

Address: 835 Holbek Drive
Antioch, IL 60002

Contact person: **Jon Cokefair, Fire Chief**

Office: 847-395-5511
E-mail: jcokefair@antiochfire.org
(Hereinafter "**Client**")

Whereas Asher provides technical services

And Client wishes to retain the services of Asher

Therefore Client retains Asher to:

1) Service

Provide access to Hyper-Reach notification system, which enables the Client to instantly send messages via multiple channels to any number of recipients. Hyper-Reach service will commence on the activation date indicated below, or two (2) weeks after the signing of this agreement and receiving set up data. The system will be available to the Client 24 hours a day, seven (7) days a week from and after that date.

2) Deliverables

- Access to Hyper-Reach website for account creation and management, contact list management, and reviewing reports.
- Access to the Hyper-Reach IVR system to initiate campaigns, record messages and review reports.
- Access to the Hyper-Reach Launch App via iOS or Android device

Hyper-Reach Services Agreement

- Access to the Accu-Reach Targeting Tool with Google maps
- Access to IPAWS (WEA from cell towers)
- Automated Weather Alerts

3) Performance

The system will make up to seven (7) attempts (if necessary) to contact each recipient. The system is currently scaled to deliver approximately 50,000 30-second messages per hour, and over 50,000 SMS (text) per hour. Capacity is based on a population of 100,000 and may be increased if necessary.

4) Cost of Services

Services provided to Client shall be billed according to the following:

Service Description	Cost	Notes
Standard Notification System with Accu-Reach Targeting tool.	Included with Package Pricing	Includes web access, maintenance, security, upgrades, and web training.
Automated Weather Alerts	Included with Package Pricing	Automated service to alert the public of severe weather warnings. (based on community signup)
Mapping	Included with Package Pricing	Google maps integrated with landline phone data and GIS mapping.
IPAWS functionality	Included with Package Pricing	Functionality will be activated once Client is certified by FEMA and Hyper-Reach has your credentials.
	Package Pricing	
Emergency Mass Notification 3-yr Contract Including landline, mapping and available mobile #s 2 Additional Caller IDs @\$300/ea/yr	\$22,350 to be invoiced at \$6,850 per year for 3 years \$600/yr	Package Includes: <ul style="list-style-type: none"><input type="checkbox"/> Hyper-Reach<input type="checkbox"/> Community Signup<input type="checkbox"/> IPAWS alerts<input type="checkbox"/> Automated Weather Alerts (based on community signup)<input type="checkbox"/> Accu-Reach Targeting Tool<input type="checkbox"/> Web Training<input type="checkbox"/> Unlimited minutes
TOTAL	\$22,350 to be invoiced at \$7,450 per year for 3 years	

Hyper-Reach Services Agreement

5) Payments

Charges shall be paid to Asher within 30-day terms, net from date of invoice. Any overdue invoice shall be subject to a one and one-half percent (1.5%) late charge for each full or part month during which payment is outstanding. Client is responsible for all taxes and processing fees associated with payment.

6) Term

This agreement shall be valid for 3 (three) years. Unless canceled by written notice from either party at least 30 days prior to termination, it will renew thereafter with the same terms.

7) Default

Upon default of payment, Asher reserves the right to discontinue further service to Client. Asher reserves further the right to discontinue Client access to previously developed information until payment in full of all arrears (including late charges, collection costs, attorney fees etc.) shall have been made. Asher is not responsible for any damages to Client resulting from such suspension, discontinuation or termination of service.

8) Confidentiality

Asher and Client each acknowledge that in the course of carrying out the terms of this agreement, each may have necessary or incidental access to the business affairs, trade secrets, client lists, proprietary information and operating systems of the other ("Confidential Information"). Each party agrees that it shall maintain as confidential, all such Confidential Information and shall treat such Confidential Information with at least the same degree of care as it would its own most highly confidential information. Neither party shall obtain any ownership or other rights to the trademarks, proprietary information or Confidential Information of the other. Neither party shall in any way use or disseminate any such Confidential Information (save as may during the term of this agreement enter the public domain) and shall exact a similar confidentiality covenant from each of its own employees who may have access to the Confidential Information of the other. Each party acknowledges that an action of damages may not suffice to compensate the aggrieved party of breach of confidentiality and each party does hereby consent to the making of a mandatory restraining or injunctive order against it in such event upon the application of the other, in addition to any other relief available at law or in equity.

9) Disclaimer

Asher shall take all commercially reasonable actions and precautions to ensure that Client gets commercially valuable services. Save as aforesaid, Asher makes no warranty to Client with respect to the services and disclaims all other warranties express or implied including but without limitation any implied warranty fitness for any particular purpose. Save as specifically set out herein, Asher will not be responsible for any incidental, special or consequential damage sustained or suffered by Client in any way arising out of or referable to the services referred to in this agreement.

Hyper-Reach Services Agreement

10) Jurisdiction

Asher and Client agree that the laws of the State of New York shall govern the terms of this agreement for all purposes, but Asher reserves the right to determine the final venue. In the event of any dispute, the successful party shall receive its court costs and attorney's fee and/or collection costs in full, from the unsuccessful party.

11) Notice

Any notice to be given by either Asher or Client to the other shall be effective only when made in writing addressed to the other party at the address or facsimile number noted above and shall be effective on the day next following the receipt of such notice by the other. Fax messages shall be deemed received on the day they are sent and mailed correspondence, shall be deemed received on the second day following the date of mailing. Confirmed fax transmissions shall be binding upon the parties for all purposes of this agreement.

12) Entire agreement

This agreement constitutes the entire agreement between parties. No alteration or amendment shall be effective unless in writing and executed by both parties. In particular, no oral statement or representation made by either party or any representation shall be effective unless reduced to writing and incorporated into this agreement.

IN WITNESS WHEREOF this agreement has been executed by the parties as of the day and date on page one (1) of this document.

Estimated Activation Date: 7/19/2021

Sam Asher Computing Services Inc.

per: Russell P. Bell
I have authority to bind the corporation

Russ Bell
Print Name

Vice President
Title

6/25/2021
Date

First Fire Protection District of

Antioch

Client company name

per: [Signature]
I have authority to bind the corporation

Jon Cokefair
Print Name

FIRE CHIEF
Title

6/25/2021
Date

Note: this agreement not binding until signed by an officer of Asher Group.

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF ANTIOCH, THE FIRST FIRE
PROTECTION DISTRICT OF ANTIOCH TOWNSHIP
AND ANTIOCH TOWNSHIP

HYPER-REACH NOTIFICATION AGREEMENT

This Agreement is made and entered into this ___ day of _____ 2021 by and between the Village of Antioch, Illinois (VILLAGE), the First Fire Protection District of Antioch Township (DISTRICT) and Antioch Township (TOWNSHIP).

WHEREAS, the VILLAGE, the DISTRICT and the TOWNSHIP are municipal corporations and public bodies politic and corporate of the State of Illinois, and are authorized to enter into this Intergovernmental Agreement pursuant to Section 3.2 of the Intergovernmental Corporation Act, 4 ILCS 220/3.2 and Article VII, Section 10 of the 1970 Constitution of the State of Illinois; and

WHEREAS, the Intergovernmental Cooperation Act provides that one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the VILLAGE, DISTRICT and the TOWNSHIP shared many resources for many years to provide fire and EMS services to the residents of Antioch Township and the Village of Antioch; and

WHEREAS, the VILLAGE, the DISTRICT and the TOWNSHIP would like to utilize and share the cost of a Hyper Reach Notification system; and

NOW THEREFORE, in consideration of the foregoing and of the mutual promises and obligations expressed herein and other good and valuable consideration, the sufficiency, adequacy and receipt of which are hereby acknowledged, IT IS HEREBY AGREED by and between the VILLAGE, the DISTRICT and the TOWNSHIP as follows:

SECTION 1. Incorporation of Recitals The parties agree that the recitals have been incorporated by reference into the text of the Agreement as if fully set forth herein.

SECTION 2. Hyper Reach Agreement

2.1 The DISTRICT has entered into an agreement with Sam Asher Computing Services Inc. to provide Hyper-Reach Notification services more fully described on “exhibit A” attached hereto as may be amended or extended from time to time (HYPER REACH AGREEMENT).

2.2 The DISTRICT shall pay for the amounts due under the HYPER REACH AGREEMENT and the VILLAGE and TOWNSHIP will each reimburse the DISTRICT for one third (1/3) of the amounts paid by the DISTRICT.

2.3 The VILLAGE, DISTRICT and TOWNSHIP shall each have the ability and right to use the Hyper-Reach Notification System.

2.4 Any amendment, extension or modification to the AGREEMENT shall be approved by all of the parties to this agreement.

2.5 This Agreement shall be coterminous with the HYPER REACH AGREEMENT unless earlier terminated pursuant to the provisions set forth in Section 3 herein.

SECTION 3. In the event the VILLAGE, DISTRICT, or TOWNSHIP shall default on any of the terms of this Agreement, any one of the non-defaulting parties shall provide the defaulting party with written notice that said party is in default of this Agreement and if said default is not cured within thirty (30) days, any one of the non-defaulting parties shall have the right to terminate this Agreement for cause.

SECTION 4. Notices to the parties shall be in writing and delivered by personal service or by the U.S.P.S. certified or registered mail, postage prepaid, to the parties at the following addresses:

IF TO THE VILLAGE:

Village of Antioch
874 Main Street
Antioch, IL 60002
(847) 395-1000
(847) 395-1920 fax

IF TO THE DISTRICT:

First Fire Protection District of Antioch Township
P.O. BOX 2
Antioch, IL 60002
(847) 395-5511
(847) 395-1018 fax

IF TO THE TOWNSHIP

Antioch Township
P.O. Box 658
Antioch IL 60002
847-395-3378
847-395-0367 fax

Either party may change the address for notices to such party by giving written notice to the other party. Notice given by personal service shall be effective upon the dated delivered notice, if delivered or the date of attempted delivery, if refused. Notice by mail shall be effective on the third business day following the posting.

This Agreement is binding on the successors and/or assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement pursuant to the ordinances or resolutions adopted by the relevant authorities of the respective parties

VILLAGE OF ANTIOCH

By: _____

Mayor

Attest:

By: _____

Village Clerk

FIRST FIRE PROTECTION DISTRICT OF ANTIOCH TOWNSHIP

By: _____

President

Attest:

By: _____

Secretary

ANTIOCH TOWNSHIP

By: _____

Supervisor

Attest:

By: _____

Clerk