

ORDINANCE NO. 7973

**AN ORDINANCE APPROVING
A MEMORANDUM OF UNDERSTANDING WITH DU-COMM,
RELATIVE TO THE USE OF PORTIONS OF VILLAGE-OWNED PROPERTY
FOR EQUIPMENT USED BY DU-COMM INDIVIDUALLY,
OR BY THE VILLAGE AND DU-COMM JOINTLY**

BE IT ORDAINED by the President and Board of Trustees of the Village of Lombard, DuPage County, Illinois, as follows:

SECTION 1: That the President and Board of Trustees hereby approve the "Memorandum of Understanding", attached hereto as Exhibit 1 and made part hereof.

SECTION 2: That the Village President and Village Clerk are hereby authorized and directed to execute Exhibit 1 on behalf of the Village, as well as execute any and all additional documents necessary to carry out the terms and provisions of said Exhibit 1.

SECTION 3: That this Ordinance shall be in full force and effect from and after its passage and approval, by a three-fourths (3/4ths) vote of the Corporate Authorities, as provided by law.

Passed on first reading this ____ day of _____, 2021.

First reading waived by action of the Board of Trustees this 15th day of July, 2021.

Passed on second reading this 15th day of July, 2021, pursuant to a roll call vote as follows:

AYES: Village President Giagnorio, Trustee LaVaque, Puccio, Dudek, Honig, Militello and Bachner

NAYS: None

ABSENT: None

APPROVED by me this 15th day of July, 2021.


Keith Giagnorio, Village President

ATTEST:


Elizabeth Brezinski, Village Clerk

473884_1

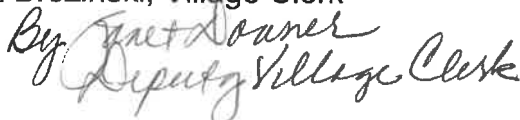
By 
Deputy Village Clerk

Exhibit 1

MEMORANDUM OF UNDERSTANDING

(attached)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "Memorandum" or "MOU") set forth below is between the **VILLAGE OF LOMBARD** (hereinafter "LOMBARD"), 255 E Wilson Avenue, Lombard, IL 60148-3926, and **DUPAGE PUBLIC SAFETY COMMUNICATIONS**, an Illinois municipal cooperative (hereinafter "DU-COMM"), 420 N. County Farm Road, Wheaton IL 60187, collectively known as Parties or individually as Party, entered into and effective on the date the last party signs the MOU and shall remain in effect from year to year unless terminated as stated in Section 3.

WHEREAS, DU-COMM operates a twenty-four (24) hour public safety communications center that provides police, fire, and EMS communications for forty-four (44) member agencies under a Joint Public Safety Communications System Agreement; and

WHEREAS, LOMBARD is a party to the Joint Public Safety Communications System Agreement between and among several municipal authorities establishing DU-COMM as an Illinois municipal cooperative, and

WHEREAS, pursuant to Article VII, section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), units of local government may contract to share services or perform any activity authorized by law; and

WHEREAS, DU-COMM connects to and accesses the communication capabilities at several LOMBARD owned facilities (hereinafter "SITE LOCATIONS");

NOW, THEREFORE, in consideration of the forgoing and the mutual covenants and agreements as set forth below, and other good and valuable consideration, the Parties agree as follows:

SECTION 1: Site License

LOMBARD hereby licenses to DU-COMM, for a term of ten (10) years from the date the last of the parties hereto executes this MOU, locations on and within the structures, and on the radio towers and/or water towers on the property LOMBARD owns, (SITE LOCATIONS), located at the common addresses listed below:

Water Tower, 2020 S. highland Avenue, LOMBARD, IL
Fire Station 44, 2020 S. highland Avenue, LOMBARD, IL
Fire Station 45, 50 E. St. Charles Road, LOMBARD, IL
Lombard Village Hall, 235 E. Wilson Avenue, LOMBARD, IL

The SITE LOCATIONS license shall be limited to those portions of the SITE LOCATIONS as described and/or depicted in Appendix A, where DU-COMM equipment is stored or installed, and includes all necessary access to the real property, structures, and radio or water towers to install, maintain, repair, remove, and access such equipment.

The terms of this MOU shall constitute the terms of the license. DU-COMM shall not, without first obtaining the written consent of LOMBARD, assign in whole or in part, or sublet any part of the property leased from LOMBARD.

SECTION 2: Site and Equipment Agreement

The SITE LOCATIONS may contain equipment that was installed and solely owned by DU-COMM or equipment that is owned jointly by DU-COMM and the LOMBARD. Jointly owned equipment shall be known as SHARED EQUIPMENT. DU-COMM at its sole expense shall

install and maintain communications equipment and connectivity to such equipment between SITE LOCATION and equipment located at other DU-COMM managed locations.

Appendix A, attached hereto and made part hereof, identifies all DU-COMM owned equipment and SHARED EQUIPMENT and a description of all equipment located at the SITE LOCATIONS and in operation for the shared Public Safety Communications Network system. The removal of existing equipment and/or installation of additional equipment to replace malfunctioning equipment or to upgrade existing equipment as is required to enable continued communication services shall be considered routine service and maintenance and will not require pre-approved written agreement by the Village Manager. The Party making the equipment change to replace malfunctioning equipment or to upgrade existing equipment shall notify the other Party to amend Appendix A to account for the equipment change. DU-COMM must obtain approval in writing from the Village Manager prior to installing additional equipment to create new functionality or to expand service beyond the current services.

LOMBARD shall provide to DU-COMM or its authorized agents reasonable access to the equipment at SITE LOCATIONS to install and maintain the equipment connecting to, or servicing the connection to the shared Public Safety Communications Network and related equipment operated for public safety communications.

DU-COMM shall be solely responsible for repairing and maintaining all DU-COMM equipment and SHARED EQUIPMENT located on the SITE LOCATIONS.

LOMBARD has the duty and responsibility to operate and maintain its own existing equipment and subsequently purchased additional equipment that is installed and integral to the function of the shared public safety communications network. LOMBARD shall pay all expenses for installation, operation, repair, maintenance, and replacement of its solely owned equipment, and will provide insurance coverage for the same.

LOMBARD shall make available to DU-COMM the minimum electrical service necessary to operate DU-COMM's equipment and the SHARED EQUIPMENT. LOMBARD shall assume all electric power costs for the operation of the DU-COMM and the SHARED EQUIPMENT.

LOMBARD shall physically maintain and provide security for the SITE LOCATION structures and facilities where DU-COMM equipment and Shared Equipment is installed or stored, and shall continue to provide site coordination and access to DU-COMM and its authorized agents.

The Parties shall not remove or disable DU-COMM equipment or SHARED EQUIPMENT integrated into the shared Public Safety Communications Network without the written permission of the Parties and all System Users. System User is any agency that depends on the continued functions of the equipment located at the SITE LOCATIONS for public safety communications.

From time to time, LOMBARD may choose to paint or do other maintenance on the SITE LOCATIONS. If said maintenance process requires the removal of any or all of the DU-COMM equipment or the SHARED EQUIPMENT, LOMBARD shall bear the full costs of said removal, including any costs associated with tower climbs to remove and replace antennas and feedlines. DU-COMM shall maintain sole discretion to select contractors to perform the removal and replacement work on its equipment.

Upon termination of this MOU, solely owned equipment remains the property of the named Party. DU-COMM shall remove its equipment within sixty (60) days of the termination of this MOU. SHARED EQUIPMENT will be disposed of by written agreement between the Parties.

SECTION 3: Modification and Termination of this MOU

This Memorandum constitutes the full agreement between the Parties. No terms, conditions, modifications or amendments purporting to modify or vary any terms herein shall be binding unless made in writing and signed by both Parties.

Prior to the end of the term, as referenced in SECTION 1 above, each Party has the right to terminate this MOU by submitting a written notice to the other Party at least ninety (90) days prior to the termination date asserted.

SECTION 4: Additional Provisions

- a. The provisions of the recitals above are incorporated herein and made a part of this MOU
- b. Invalidation of any Section or part of a Section of this MOU shall not invalidate any other Section of this Memorandum.
- c. DU-COMM shall indemnify LOMBARD and its elected officials, officers, agents, and employees for any and all damages or injuries resulting from the maintenance, repair and installation of DU-COMM equipment and SHARED EQUIPMENT on the SITE LOCATIONS, shall provide insurance relative to said DU-COMM equipment and SHARED EQUIPMENT, and the maintenance, repair and installation thereof; and shall name LOMBARD and its elected officials, officers, agents, and employees as an additional insureds on said insurance.
- d. LOMBARD and DU-COMM shall maintain insurance for their respective -solely owned equipment installed on the SITE LOCATIONS.

The Parties will each maintain all required insurance and each shall be solely responsible only for the action of their own officers, employees, and agents. Nothing herein shall be construed as an express or implied waiver of any common law and/or statutory immunity or privilege of either DU-COMM or LOMBARD or any of their respective officials, officers, employees, volunteers or agents as to any liability whatsoever.

SECTION 5: Previous Agreements

LOMBARD and DU-COMM agree to terminate any previous or existing agreements or memorandum of understanding between the Parties, upon execution of this MOU. The terms of this MOU shall supersede any prior agreement between the Parties regarding equipment installed at the SITE LOCATIONS, site service and maintenance, and duties and responsibilities addressed within this MOU. This paragraph shall not apply to the Joint Public Safety Communications System Agreement between and among several municipal authorities establishing the DuPage Public Safety Communications as an Illinois municipal cooperative.

Section 6: Notice

For purpose of this Agreement, all notices that are given shall be given to the following addresses:

Village of Lombard	DU-COMM
Attention: Village Manager	Attention: Director
255 E Wilson Avenue	420 N. County Farm Road
Lombard, IL 60527-3926	Wheaton IL 60187

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized officials.

LOMBARD

By: _____

Title: Village President Keith Giagnorio

Date: July 15, 2021

Attest: _____

Title: Village Clerk Elizabeth Brezinski

Date: July 15, 2021

DU-COMM

By: _____

Title: _____

Date: _____

APPENDIX A

Attached; Inventory Appendix A for LOMBARD 5-7-21

Appendix A to MOU between DU-COMM and Village of Lombard

Site	Address	Qty	Brand Model	MFR Model Part #	Description	Serial No.	DU-COMM Asset Tag #	Installed Location	Date Installed	Date Removed
44	2020 S. Highland Ave	1	Motorola	n/a	5' Steel Cabinet	N/A	1755	Water Tower	6/1/1990	
44	2020 S. Highland Ave	1	Sindair	RM21204N	VHF Multicoupler	9621409-1-3	1756	Water Tower	6/1/1990	
44	2020 S. Highland Ave	1	Celwave	PD220-3A	VHF Antenna	N/A	N/A	Water Tower	6/1/1990	
44	2020 S. Highland Ave	1	Celwave	PD458-3	UHF Antenna	N/A	N/A	Water Tower	6/1/1990	
44	2020 S. Highland Ave	1	Adtran	Total Access 850	MUX for T-1 Circuit	SIM2HG0DRA	3221	Water Tower	6/1/2016	
44	2020 S. Highland Ave	1	Adtran	1175044L1	Battery Backup	N14A0334	3220	Water Tower	6/1/2016	
44	2020 S. Highland Ave	1	Tait	n/a	Mounting Frame	18121238	2388	Water Tower	10/1/2012	
44	2020 S. Highland Ave	1	Tait	TBA5083-0J00	VHF Rectifier	18121132	2424	Water Tower	10/1/2012	
44	2020 S. Highland Ave	1	Tait	TBA5083-0J00	VHF Rectifier	18121136	2425	Water Tower	10/1/2012	
44	2020 S. Highland Ave	1	Tait	TBA5083-0J00	VHF Rectifier	18121138	2421	Water Tower	10/1/2012	
44	2020 S. Highland Ave	1	Tait	TBA30A1-1100	28VDC Power Supply	18119720	4480	Water Tower	10/1/2012	
44	2020 S. Highland Ave	1	C&D	TEL 12-70 85T	12 Volt Battery	0180501210	4481	Water Tower	10/1/2012	
44	2020 S. Highland Ave	1	Sarnlex	SEC-40BRM	12 Volt Power Supply	03261-1213-0046	4493	Water Tower	10/1/2012	
44	2020 S. Highland Ave	1	APC	TBD	UPS Power Unit 750	TBD	TBD	Not yet purchased	TBD	
44 FD	2020 S. Highland Ave	1	Laird	220	220 Antenna	N/A	N/A	Roof of Station 44	4/1/2013	
44 FD	2020 S. Highland Ave	1	Federal Informer	FSI-HIO	VHF Alert Receiver	10104149	4383	Upstairs loft in Cabinet	4/1/2013	
44 FD	2020 S. Highland Ave	1	Lowell	n/a	19" mounting cabinet	N/A	4384	Upstairs loft	4/1/2013	
45 FD	50 E. St. Charles Road	1	Federal Informer	FSI-HIO	VHF Alert Receiver	10107377	4385	Bay floor EMS room cabinet	4/1/2013	
45 FD	50 E. St. Charles Road	1	Laird	220	220 Antenna	N/A	N/A	Roof of Station 45	4/1/2013	
Lombard Village Hall	255 E. Wilson Ave	1	APC	TBD	UPS Power Unit 1500	TBD	TBD	Not yet purchased	TBD	
Lombard Village Hall	255 E. Wilson Ave	1	Cambium	C0000651002C	48 Volt POE	1918017535	6156	Not yet installed	TBD	
Lombard Village Hall	255 E. Wilson Ave	1	Cambium	5067HH	Cambium Microwave ODU	U9VK010Q863S	6157	Not yet installed	TBD	
Lombard Village Hall	255 E. Wilson Ave	1	Nokia	SAR-HC	Router	TBD	TBD	Not yet installed	TBD	
Lombard Village Hall	256 E. Wilson Ave	1	Fortigate	40F	VPN Firewall	TBD	TBD	Not yet installed	TBD	
Lombard Village Hall	255 E. Wilson Ave	1	Cisco	ISR 4321	Comcast Router	N/A	N/A	Telephone Room 036	May 2018	
Lombard Village Hall	256 E. Wilson Ave	1	Ciena	3916	Comcast Layer 2 Device	N/A	N/A	Telephone Room 036	May 2018	
Lombard Village Hall	256 E. Wilson Ave	1	CISCO	SG300	Network Switch	N/A	N/A	Telephone Room 036	May 2018	