

**Memorandum of Understanding
Fire Station Alerting System**

Between the Emergency Telephone System Board of DuPage County (ETSB)

and

Village of Lombard

This is a Memorandum of Understanding between the Emergency Telephone System Board of DuPage County (ETSB) and The Village of Lombard (Agency) the participating Agency governing the use of a Fire Station Alerting System (FSA System). It shall cover all fire station buildings that are the responsibility of the Agency as attached to this MOU.

I. Purpose and Scope

The purpose of this Memorandum of Understanding (Agreement) between the parties is to formalize a usage agreement for participating in the FSA System licensed to the ETSB and used by fire service members within the ETSB 9-1-1 System service area. This Agreement shall cover the core system as defined in the attached Core Equipment Station Design Acceptance Form (Attachment A).

Further, this Agreement between the parties is to formalize a usage agreement for participating in the FSA System licensed to the ETSB and used by fire service members within the ETSB 9-1-1 System service area, including any optional equipment as defined in the Optional Equipment Station Design Acceptance Form, yet to be developed, but similar in format as Attachment A.

II. Background

With consolidation, the ETSB has identified a need to create one standardized, interoperable FSA System for the three remaining Public Safety Answering Points (PSAPs) within its 9-1-1 System. The ETSB purchased a FSA System through the county procurement process that includes a core system of delivery of the 9-1-1 call to participating fire agencies.

III. Responsibilities of the ETSB

The ETSB agrees to purchase, support, maintain, and make available access to the Core FSA System for its users, including the Agency, until or unless by mutual agreement of the users and ETSB, all parties opt to discontinue the system.

The ETSB will provide the Agency with an annual invoice for the cost of the Agency's portion of maintenance for any optional equipment purchased by the Agency through a change order to the ETSB contract through the operation of the system. The annual invoice will be based on the Agency's portion of the total amount of maintenance as determined by the vendor.

The ETSB will provide the Agency with one invoice for the cost of optional equipment upon the installation and reasonable use of said equipment on the core FSA system. Said invoice will not be issued before May 1, 2019, unless requested in writing prior to this date by a participating agency with an executed Memorandum of Understanding.

IV. Responsibility of the Agency

The Agency agrees to provide the appropriate space and power within its fire station for the core equipment and any optional equipment it elects to purchase. The Agency agrees to the following installation assumptions provided by the vendor and incorporated herein on the Station Design Acceptance Form Core Equipment Document (Attachment A).

The Agency agrees to the placement of the Core Equipment as detailed in the Core floor plan document (Attachment B) provided with Attachment A.

If purchasing optional equipment, the Agency agrees to the following installation assumptions provided by the vendor and incorporated herein on the Optional Equipment Station Design Acceptance Form, yet to be developed, but similar in format as Attachment A, which will become Attachment C.

The Agency agrees to the placement of the Optional Equipment as detailed in the Optional floor plan document (Attachment D) provided with Attachment C. The Agency agrees to promptly remit payment to the ETSB upon invoice according to the Illinois Prompt Payment Act (50 ILCS 505/1 et seq).

The Agency agrees to either purchase the recommended UPS for Core equipment or to provide adequate UPS coverage to the equipment through its building UPS source. The Agency understands that if it fails to provide an adequate UPS for Core equipment, it will be responsible to pay for any core equipment damaged due to such a failure.

The Agency agrees to indemnify and hold harmless the County of DuPage and the DuPage County ETSB, 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, attorneys' 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 Memorandum or its use of FSA System to the extent authorized by law.

The Agency agrees that it shall not sue, institute, cause to be instituted or permit to be instituted on its behalf, or by or on behalf of its past, present or future officials, officers, employees, attorneys, agents or assigns, any proceeding or other action with or before any local, state and/or federal agency, court or other tribunal, against the County of DuPage or the DuPage County ETSB, their board members, officers, commissioners, employees, attorneys, agents or assigns, arising out of, or from, or otherwise relating, directly or indirectly, to this Memorandum or its use of FSA System to the extent authorized by law.

V. Further Agreements of the Parties

The parties agree that ETSB shall be the contracting party and authorized agent for maintenance and services on behalf of the users.

VI. Term, Termination, and Modification of Agreement

This Memorandum shall become effective upon its execution by both parties and shall remain in effect until terminated, as provided herein. The Agency may terminate its participation in the agreement within thirty (30) days of its execution if the invoiced costs exceed initial projections.

The Agency may terminate its participation in this Memorandum of Understanding upon sixty (60) days notice to the ETSB upon payment of any outstanding costs and fees. All property of the core system shall remain the property of ETSB and DuPage County upon termination.

Emergency Telephone System Board of
DuPage County

By *[Signature]*
Chairman

Date: 10/17/18

On behalf of its Fire Department or Fire Protection District

By *[Signature]*
Authorized Agent

Date: September 6, 2018