

**RESOLUTION NO. 2022 - 03**

**A RESOLUTION TO APPROVE INTERGOVERNMENTAL AGREEMENT WITH  
DUPAGE COUNTY AND ITS EMERGENCY TELEPHONE SYSTEM BOARD  
REGARDING INTEROPERABLE EMERGENCY DISPATCH RADIO SYSTEM**

**WHEREAS**, the Bensenville Fire Protection District No. 2, DuPage and Cook Counties, Illinois (the "District") is a fire protection district duly organized under the laws of the State of Illinois; and

**WHEREAS**, the District Board of Trustees (the "Board") has power pursuant to Section 6 of the Fire Protection District Act (the "Act", 70 ILCS 705/6) to pass all necessary ordinances and rules and regulations for the proper management and conduct of the business of the Board of Trustees of the District for carrying into effect the objects for which the District was formed; and

**WHEREAS**, the County of DuPage ("County") is an Illinois unit of local government organized and existing pursuant to the Illinois Counties Code; and

**WHEREAS**, the Emergency Telephone System Board ("ETSB") of DuPage County, Illinois is an emergency telephone system board established by DuPage County pursuant to the Emergency Telephone System Act and empowered to administer the County's 9-1-1 System; and

**WHEREAS**, the District utilizes the County's 9-1-1 System with respect to the dispatch of its emergency response services; and

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to cooperate with each other in order to accomplish common goals and objectives; and

**WHEREAS**, the "Intergovernmental Cooperative Act" (5 ILCS 220/3) provides that any power or powers, privilege or authority exercised or which may be exercised by a public agency may be exercised, transferred, combined and enjoyed jointly with any other public agency; and

**WHEREAS**, the ETSB and various other units of local government have previously collaborated to develop an interoperable emergency dispatch system to facilitate responses to emergency calls to 9-1-1; and

**WHEREAS**, the ETSB intends to continue to participate in STARCOM21 for use by responding sworn personnel within DuPage County as part of the emergency telephone system; and

**WHEREAS**, the ETSB desires to establish the terms and conditions under which radios for the emergency dispatch radio system will be made available to participating first responder agencies as set forth in the attached Intergovernmental Agreement Interoperable Emergency Dispatch Radio System; and

**WHEREAS**, the Board finds that it is in the best interests of the District to enter into the Intergovernmental Agreement attached hereto at EXHIBIT 1.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Bensenville Fire Protection District No. 2, DuPage and Cook Counties, Illinois, as follows:

**Section One**: The recitals in the preambles to this Resolution are incorporated into this Section 1 as if fully set forth herein.

**Section Two**: The Intergovernmental Agreement between the Bensenville Fire Protection District No. 2, DuPage County, and the DuPage County Emergency Telephone System Board (ETSB), attached hereto and made a part hereof as **EXHIBIT 1**, is hereby approved, subject to final approval by the District's legal counsel.

**Section Three**: The District's Fire Chief, and/or the Board President and Secretary, is/are hereby authorized to execute and deliver said Intergovernmental Agreement and undertake any and all actions as may be required to implement its terms on behalf of the District upon final approval by the District's legal counsel.

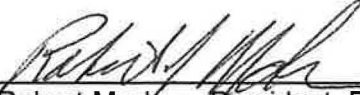
**Section Four:** This Resolution shall be in full force and effect upon its passage and shall supersede any agreement, resolution, or motion in conflict with any part herein, and any such agreement, resolution, or motion or part thereof is hereby repealed.


**ADOPTED** this 15<sup>th</sup> day of December 2022, by the following roll call vote:

AYES: 3

NAYS: 0

ABSENT: 0

  
\_\_\_\_\_  
Robert Madura, President, Board of Trustees  
Bensenville Fire Protection District No. 2

ATTEST:  
  
\_\_\_\_\_  
Douglas Eltman, Secretary, Board of Trustees  
Bensenville Fire Protection District No. 2

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DUPAGE COUNTY AND ITS EMERGENCY TELEPHONE SYSTEM BOARD  
REGARDING INTEROPERABLE EMERGENCY DISPATCH RADIO SYSTEM**

**Exhibit 1**

**Intergovernmental Agreement Interoperable Emergency Dispatch Radio System**



**INTERGOVERNMENTAL AGREEMENT  
INTEROPERABLE EMERGENCY DISPATCH RADIO SYSTEM**

This INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into by and between the County of DuPage (County), on its own behalf, and on behalf of its Emergency Telephone System Board (ETSB), and Benseville FPD No. 2 (Member), a municipal corporation or a cooperative government entity or a fire protection district and a DuPage ETSB member.

**RECITALS**

WHEREAS the ETSB and Member are part of a collaboration to enhance their ability to effectively respond to emergency calls to 9-1-1 through interoperable public safety communications capabilities available throughout the service area of the ETS; and

WHEREAS the Constitution and laws of the State of Illinois permit units of local government to enter into intergovernmental agreements in such a manner as is not restricted by law or ordinance.

WHEREAS, Illinois law specifically empowers local emergency telephone system boards, including the ETSB, to plan, implement, upgrade, and maintain the ETS and provide emergency telephone assistance through wireless communications; and

WHEREAS the ETSB is further charged with the responsibility of providing wireless 9-1-1 emergency services and has designated its two answering points to serve as wireless 9-1-1 public safety answering points for its jurisdiction.

WHEREAS the ETSB considers an interoperable radio network infrastructure and related emergency dispatch equipment to be an essential component of the ETS as well as integral to producing an effective response by the appropriate first responding agency as a result of an emergency call to 9-1-1, including in situations where the call was initiated by wireless device; and

WHEREAS the ETSB and various units of local government previously collaborated to develop DIRS, an interoperable emergency dispatch system, to facilitate responses to emergency calls to 9-1-1.

WHEREAS the ETSB intends to continue to participate in STARCOM21 for use by first responding sworn personnel within DuPage County as part of the ETS; and

WHEREAS the ETSB wishes to establish the terms and conditions under which replacement radios for the emergency dispatch radio system will be made available to first responding agencies to replace end of life, end of support equipment; and

WHEREAS Member desires the use of an interoperable emergency dispatch radio system for its emergency personnel to effectively respond to emergency calls to 9-1-1, including in situations where the call was initiated by wireless device; and

WHEREAS, the State of Illinois has leased STARCOM21 for use for public safety purposes and has made access to STARCOM21 contractually available to local public safety agencies; and

WHEREAS the ETSB and Member believe that the goal of enhancing their ability to effectively respond to emergency calls to 9-1-1, however initiated, through interoperable public safety communications capabilities for the members of the ETS will be realized by replacing

1. certain radios ("subscriber units") necessary to receive emergency dispatch communications utilizing STARCOM21 for the use of the Member's qualifying personnel on the terms more fully described herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the County on its own behalf, and on behalf of its ETSB, and Member hereto hereby agree as follows:

#### Part 1 – Incorporation of Recitals and Definitions

Section 1.1 – Recitals Incorporated. The recitals set forth above are incorporated in this Agreement by reference and made a part of this Agreement.

Section 1.2 – Definitions. As used in this agreement, unless the context clearly requires otherwise, the following terms shall have the following meanings:

- (a) "County" means the County of DuPage, Illinois.
- (b) "DuPage Emergency Dispatch Interoperable Radio System (DEDIR System)" means the interoperable emergency dispatch radio system consisting of network and equipment utilizing the STARCOM21 system in DuPage County as integrated as part of its 9-1-1 emergency telephone system.
- (c) "Emergency telephone system" or "ETS" means the communications equipment required to produce a response by the appropriate emergency public safety agency as a result of an emergency call, however initiated, placed to 9-1-1.
- (d) "ETSB" or "ETS Board" means the Emergency Telephone System Board of DuPage County, an agency of DuPage County, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4, which provides for the management and operation of a 9-1-1 system within the scope of the duties and powers prescribed by the Emergency Telephone System Act and the Wireless Emergency Telephone Safety Act.
- (e) "Member" means any agency that is a member of the ETSB by referendum or intergovernmental agreement and identifies the specific member that is executing this Agreement.
- (f) "Motorola" means Motorola, Inc., a business corporation organized under the laws of the State of Delaware.
- (g) "STARCOM21" means a 700/800 MHz, Association of Public-Safety Communications Officials (APCO) Project 25 interoperable, digital, trunked statewide voice radio communications network owned and developed by Motorola.

- (h) "Subscriber Units" is a Motorola industry term to describe any portable or mobile radio unit accessing STARCOM21. Subscriber Unit under this Agreement refers to any mobile or portable radio of the DEDIR System that will utilize STARCOM21. The term Subscriber Unit and radio may be used interchangeably throughout this Agreement.
- (i) "Surcharge funds" means funds collected pursuant to the surcharge authorized by 50 ILCS 750/15.3 *et. seq.* and grants from the Wireless Service Emergency Fund pursuant to the wireless carrier surcharge authorized by 50 ILCS 750/30 *et seq.* (previously 50 ILCS 751/17 *et. seq.*.)

## Part 2 – Allocation of Equipment, Grant of Rights

Section 2.1 – Generally. Pursuant to this agreement, the ETSB shall make available to Member such equipment as set forth in Section 2.2 which is and shall at all times be considered the property of the ETSB unless otherwise specified in this Agreement.

Section 2.2 – ETSB Allocated Equipment. The ETSB, through the use of allowable surcharge funds, shall provide to Member the subscriber units, to replace end of life, end of support subscriber units. The Subscriber Units will be for use with the DEDIR System as set forth in Attachment A. Attachment A is made a part of this agreement and incorporated herein. The parties agree that Attachment A was developed by the ETSB in consultation with Member and reflects the appropriate allocation of equipment to the Member. The equipment listed on Attachment A shall be purchased by the ETSB and become the sole property of the County.

Section 2.2a – Additional Equipment. Member elects, with the approval of the ETSB, to purchase additional options or equipment for use with the DuPage STARCOM21 System. The cost of these options or equipment are set forth in Attachment A in the column labeled "Agency Obligations" Member agrees that it is responsible for the cost of the additional options or equipment including its purchase, maintenance, and operation. The County and Member agree that the Member Equipment included under purchasing contract PO921054 with Motorola includes maintenance under the Motorola Service Manager for a three (3) year period. The Member further agrees that any options which are integrated as part of the subscriber units does not create an ownership interest in the equipment and that said subscriber units remain the sole property of the County unless Member elects to pay the entire cost of such equipment.

Section 2.2b – Allowable Costs and Upgrades. The ETS Board has determined that it will provide for radios using 9-1-1 surcharge so long as radios qualify under FCC and state guidelines and laws. The ETS Board has determined that if radios for non-sworn personnel or other prohibited uses become an allowable cost, the ETSB will support the contract price of an APX4000 radio or contribute like amount to a radio purchase if the Member wishes to have an APXNext radio. The Member agrees that any costs above the contract value of the APX4000 will be the responsibility of the Member. If, within the four-year payment window provided for Members to reimburse ETSB, the FCC or state guidelines and laws change regarding allowable costs, the Parties agree that ETSB will assume the remaining cost and airtime.

Section 2.3 – Access to the DEDIR System. The County through its ETSB grants to the Member, upon the terms and conditions set forth by this Agreement, permission to use the equipment allocated pursuant to Section 2.2 and Section 2.2a and listed on Attachment A for the primary purpose of facilitating its emergency response to calls to 9-1-1.



Section 2.4 – Assignment Prohibited. Member shall have no right to transfer, assign, sublease, modify or confer any rights or benefits with respect to the use of the DEDIR system, including allocated equipment, to any third party without the written permission of the ETSB.

Section 2.5 – Use of the DEDIR System Equipment. All equipment purchased by the ETSB and allocated to Member as described in Attachment A shall be used for the purposes permitted by law and by personnel associated with emergency response including Telecommunicators and first responding emergency personnel. Member may also use said equipment for any other purpose related to its official duties in accordance with all applicable Federal, State and local laws and ordinances provided that such use does not represent any additional cost to the ETSB.

Section 2.6 – Limitations on Use. The parties recognize that surcharge authorized by law is collected by or distributed to the ETSB to fund expenditures permitted by statute. The parties further acknowledge and agree that the public funds used to acquire said equipment were authorized to enhance the ability of the ETSB and the first responding sworn personnel of Member to effectively respond to emergency calls to 9-1-1, including those calls initiated by a wireless device. Member shall ensure that said equipment will continue to be utilized for that purpose. If at any time during the course of this Agreement, the ETSB determines that deployed equipment is not being used in accordance with the objectives of this Agreement, or by appropriately authorized personnel, or in the event Member fails to comply with the terms of the Agreement, the ETSB may request the return of less than all of the equipment made available to Member pursuant to this Agreement and Member shall promptly comply with the ETSB's request.

### Part 3 – Control and Operation of Radio Systems

Section 3.1 – DEDIR System. The parties agree that the management and control of the DEDIR System is and shall remain under full control and supervision of the ETSB. The parties agree that the ETSB is and shall be the sole point of contact and authority with regard to the Motorola STARCOM21 sites utilized to achieve 12db coverage. The ETSB is and shall be the sole point of contact and authority for any new, added equipment that may in the future be made a part of The STARCOM21 System and other networks or property.

Section 3.2 – Radio Frequencies. The ETSB shall provide Member with the appropriate licensed frequencies as allocated to the ETSB through the in the Regional Planning Commission (RPC) Region 54 Application and talk groups upon which the DEDIR System will operate. The ETSB shall make available such updated or alternative frequencies as may be allocated.

Section 3.3 – Programming of Equipment. ESTB shall have sole programming authority for subscriber units, pursuant to maintenance and warranty agreements entered into by the ETSB for the DEDIR System during the term of this Agreement and as allowable under law.

Section 3.4 – Access Limitations. The parties agree that Member shall not add additional subscriber units to the DEDIR System beyond the number of subscriber units allocated as part of this Agreement without first obtaining the approval of the ETSB pursuant to ETSB policy. The ETSB may limit access to the DEDIR System to the number of subscriber units allocated to Member as part of this agreement if it determines that additional subscriber units would adversely impact the system's performance, channel capacity, and the contractually determined grade of service.

#### Part 4 – Responsibilities of the ETSB

Section 4.1 – Delivery and Installation of DEDIR Equipment. Pursuant to a mutually agreed upon schedule, and consistent with the timeline for the deployment of the DEDIR System, the ETSB and its contractors shall deliver the equipment described in Section 2.2 and Section 2.2a and the ETSB shall not be responsible for the installation of any mobile radio equipment. Should Member subsequently desire the participation of the ESTB in the purchase, delivery or installation of additional equipment not set forth in Section 2.2, 2.2a or Attachment A, such participation is not governed or contemplated by this Agreement.

Section 4.2 – Training. The ETSB shall provide training on an ongoing basis on the use and operation of DEDIR portable and mobile radio equipment for the Member’s personnel responsible for the operation of such equipment as deemed necessary by the ETSB pursuant to policy and training developed and recommended by the ETSB Policy Advisory Committee (PAC).

Section 4.3 – Performance. The ETSB shall make available to Member such system coverage and performance as provided in the original 2010 purchase agreement between Motorola and the ETSB. Improvements, modifications or changes made to improve system coverage and performance may only be done with the approval of the ETSB and other necessary parties at the expense of the Member. The ETSB retains the authority to increase channel capacity at the request of Member which may, at the ETSB’s option, may be at the Member’s expense.

Section 4.4 – Payment of Cost of Purchase. The ETSB shall be responsible for those costs associated with purchase of the equipment listed in Attachment A including maintenance of ETSB provided equipment that are allowable uses of 9-1-1 surcharge.

Section 4.5 – Payment of Maintenance Costs.

(a) The ETSB shall be responsible for the maintenance costs for the DEDIR System expenses that are directly billed to the ETSB by the providers of such maintenance services through December 31, 2028.

Not less than six (6) months prior to December 31, 2028, the ETSB will review its ability to continue to pay the cost of maintenance for subscriber units. If it determines that it cannot continue to fund the cost of maintenance for subscriber units, consoles and control stations, the County may, in its discretion, transfer those assets to Member in accordance with the provisions of Section 6.6.

Section 4.6 – Duty to Contract with Motorola for Use of STARCOM21 Radio System Network. The ETSB shall enter into a user agreement with Motorola on behalf of Member through December 31, 2028, to permit the use of the equipment described in Attachment A to operate on the STARCOM21 System or “airtime”. Not less than six (6) months prior to December 31, 2028, the ETSB will review its ability to continue to pay the cost of airtime for subscriber units. If available 9-1-1 surcharge funding is restricted or funding is not available to continue to support airtime, ETSB agrees to notify the Member as soon as it is aware of a change in financial status but not less than six months prior to the termination of the existing airtime contract.

Section 4.6 (a) – Future Airtime renewal. The price for future airtime contract renewals shall be determined pursuant to contract negotiations between Motorola and the State of Illinois. This Agreement acknowledges that Motorola and the State of Illinois are currently in contract negotiations and firm costs are not available beyond June 30, 2022. The ETSB agrees to assume the costs of the user agreement until

December 31, 2028, as allowed under law, shall if required by the Member, be responsible for the ongoing costs associated with the user agreement attributable to the Member. The ETSB will not be responsible for the costs associated with use of equipment beyond the equipment deployed to Member as set forth in Section 2.2.

4.7 – The Purchase of equipment not set forth in Sections 2.2, 2.2a or Attachment A. The Parties agree that this Agreement does not obligate the ETSB to purchase any equipment, including subscriber units, for Member that is not set forth in Sections 2.2, 2.2a, and Attachment A. The Parties agree that this Agreement does not create a future obligation for the ETSB to purchase equipment. Should the Member desire to purchase equipment beyond what is set forth in Sections 2.2, 2.2a and Attachment A, any such purchase will be addressed in a separate agreement.

#### Part 5 – Responsibilities of the Member

Section 5.1 – Reimbursements to the ETSB. Member shall reimburse the ETSB for costs incurred by the ETSB as a result of purchases made by the ETSB at the request of and for the benefit of Member which may include, but are not limited to, the following:

- (a) Any portable or mobile radios purchased for the member shall be reimbursed to ETSB over a four-year period beginning December 1, 2023. ETSB shall invoice the Member for equipment so designated on Attachment A.
- (b) The cost of airtime for Member owned radios as designated on Attachment A, will be invoiced annually by ETSB in arrears. The cost per portable will be \$34 per portable per month and \$18 per mobile per month. The ETSB has a campus rate for radios that are assigned to the Wheaton County Complex that is capped at \$20,000 annually. Radios that fall into this category will be invoiced in the following manner: The total number of participating campus radios will be divided by \$20,000 and each participating Member will be billed annually according to their number of units. (Example: \$20,000 / 250 units = \$80 per unit annually).
- (c) Per unit maintenance costs associated with equipment owned by the Member which are billed directly as per unit cost. So long as ETSB has a Radio Service Manager from Motorola, the cost of maintenance for all radios purchased under ETSB PO 921054, even if Member owned, will be covered.
- (d) Programming, re-programming, or other expenses associated with the maintenance of equipment owned by the Member. So long as ETSB has a Radio Service Manager from Motorola, the cost of programming for all radios purchased under ETSB PO921054, even if member owned will be covered.

Section 5.2 – Use of Equipment. Member shall use the County's recording loggers, consoles, control stations subscriber units and other equipment for official purposes only. Member shall ensure that subscriber units are issued only to personnel designated as first responders and that such personnel keep each subscriber unit tuned at all times to the licensed interoperable frequencies designated and programmed by the ESTB. For security purposes, Member shall ensure that any access codes, proprietary information provided by the ETSB shall only be given to those authorized by the ETSB to receive them. All equipment purchased through the use of the surcharge shall be used for the purposes permitted by law. The parties authorize the DuPage County Auditor to review compliance with this section.

Section 5.3 – Reimbursement to the ETSB for System Access. (a) With respect to the equipment deployed to Member in accordance with Section 2.2 of this Agreement, after the conclusion of an airtime contract on December 31, 2028, between the ETSB and Motorola as described in Section 4.7, the ETSB may require reimbursement from Member for all or part of the ongoing costs associated with the use of the equipment. In this event, the ETSB shall notify Member in writing and specify the intervals at which reimbursement is due. (b) With respect to the additional equipment furnished to Member pursuant to Section 2.2a, Member shall make quarterly reimbursement to the ETSB for any costs associated with the use of the equipment on a quarterly basis as determined by the ETSB.

Section 5.4 – Cooperation and Access. Throughout the term of this Agreement, Member shall provide the ETSB with reasonable cooperation and access to its facilities to promote the delivery of the subscriber units, and other equipment for the training of Member's personnel, programming or repair of ETSB owned equipment and any other purposes of this Agreement.

Section 5.5 – Miscellaneous Costs. Member further agrees to:

- (a) Accessories: ETSB may provide replacement parts for the radios. Pursuant to ETSB policy 911:005.8: TDMA Compliance, Authorized Subscriber Units and Accessories or any subsequent policy approved by the ETS Board specific to DEDIR portable and mobile radios, any costs determined to be Member responsibility shall be the responsibility of the Member.
- (b) Any other costs deemed not allowable for 9-1-1 surcharge shall become the responsibility of the Member.
- (c) Any costs for new equipment or accessories that may arise subsequent to the execution of this Agreement shall be responsibility of the Member as designated by policy developed by PAC and recommended to the ETS Board and approved by the ETS Board as allowed by law.

Section 5.6 – Risk of Loss, Insurance. Upon the delivery of the County-owned equipment to, Member shall bear the risk of loss for any damage or loss to such equipment beyond the coverage provided in the warranty and maintenance agreements entered into by ETSB for any and all equipment that is part of this Agreement or covered by County or ETSB insurance. For occurrences that are not normal wear and tear, the Member shall reimburse ETSB the cost of the insurance deductible or the replacement cost of the radio if not covered by insurance. The Parties acknowledge that during the term of this Agreement, the deductible may increase due to inflation. The Member agrees to provide any required paperwork necessary for insurance submission such as memorandums or police incident reports.

Section 5.7 – Special Responsibilities in the Event of Loss of Surcharge. Upon the determination by the ETSB as a result of the loss of funding including, but not limited to, an elimination or reduction of the surcharge by any means, it cannot continue to fund the continued operation of the DEDIR system in the manner contemplated by this agreement, it may require Member to assume the costs associated with the maintenance and/or the operation of the subscriber units, consoles, and control stations deployed to Member pursuant to Section 2.2. The County may transfer ownership of the deployed equipment to Member as full consideration of its assumption of costs.

Section 5.8 – Subsequent Purchase of Equipment. The parties agree that should Member desire to purchase additional equipment for use on the DEDIR System after its execution of this Agreement and

outside of the contract under PO921054, it shall be solely responsible for any costs associated with its purchase, maintenance, or operation which may be incurred by the ETSB.

#### Part 6 – Term and Termination

Section 6.1 – Effective Date. This Agreement shall commence upon its execution by the parties and the approval of the DEDIR System and all of its associated contracts and change orders by the voting membership of the ETSB, and if applicable, by the County Board. The Agreement shall continue until December 21, 2028, or until it is terminated in accordance with this Part 6.

Section 6.2 – Termination by Election of Parties. After the term of this Agreement, either party wishing to terminate this Agreement may do so for any reason upon one-hundred twenty (120) days written notice to the other. Upon termination, except as provided in Section 6.6, Member shall, at the discretion of the ETSB and the County, return all County-owned equipment or reimburse the County for the cost of the equipment as detailed in the original purchase contract less depreciation as calculated in Section 6.4. The terminating party shall be responsible any costs associated with equipment removal as well as previously contracted costs of maintenance and equipment use. A request by the ETSB, pursuant to Section 2.6 for the reasons provided by that Section, for a return of less than all of equipment allocated to Member shall not automatically operate to terminate this Agreement.

Section 6.3 – Effects of Termination. Upon the effective date of the termination of this agreement pursuant to a written notice by Member as set forth in Section 6.2, (1) Member's right to use the DEDIR System shall cease; (2) Member's obligation to reimburse the ETSB for any costs as provided in this Agreement shall remain in full force and effect; and (3) Member shall promptly return all County-owned equipment to the ETSB.

Section 6.4 – Valuation of Assets at Termination. The parties agree that the assets contemplated for deployment to Member have a useful life of ten (10) years and that the straight-line method of depreciation shall be used in determining the residual values of such assets.

Section 6.5 – Termination as a Result of Consolidation. In the event, for the purpose of consolidating its emergency dispatch system, Member enters into an intergovernmental agreement with an intergovernmental agency which participates in the DEDIR System, this Agreement between Member and the County shall terminate and further use of the DEDIR System by Member shall be governed by the agreement between the intergovernmental agency and the County.

Section 6.6 – Termination as a Result of Loss of Surcharge. When the ETSB determines as a result of the loss of funding including, but not limited to an elimination or reduction of the surcharge by any means, it cannot continue to fund the continued operation the DEDIR system, the County may transfer ownership of all subscriber units, consoles and control stations to the presently deployed to Member and Member agrees be liable for any costs associated with the DEDIR system attributable to Member including but not limited to costs associated with the procurement, operation, and maintenance of such assets, and such assumption of costs shall constitute full consideration for the transfer of said assets.

Section 6.7 Interoperability. The Parties agree that should it become necessary to invoke Section 6.6 of the Agreement that the DEDIR System shall remain intact and that the Parties agree to abide by the policy

recommendations made by PAC and approved by the ETSB for the purposes of public safety interoperability and delivery of emergency service to the community.

Part 7 – Miscellaneous Terms

Section 7.1 – No Joint Venture. This Agreement shall not be construed in such a way that the County, the ESTB, or the Village or Fire Protection District, or is deemed to be, the representative, agent, employee, partner, or joint venture of the other. The 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 7.2 – Notice. 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, registered or certified return receipt requested, or upon receipt of facsimile transmission. Notice given as provided herein does not waive service of summons or process.

**If to the County, to:**

Attention: DuPage County  
c/o Emergency Telephone System Board  
421 County Farm Road  
Wheaton, IL 60187

**If to the Member, to:**

Section 7.3 – Entire Agreement. This Agreement constitutes the entire agreement of the county on behalf of the ETSB and Member with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between Member and the county with respect to the subject matter hereof.

Section 7.4 – Approval Required and Binding Effect. This Agreement between the County on behalf of the ETSB and Member shall not become effective unless authorized by the County. This Agreement constitutes a legal, valid and binding agreement, enforceable against Member and, once duly authorized and executed as set forth herein, against the county.

Section 7.5 – Representations. Each party represents that it 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 7.6 – Covenant Not to Sue. The parties hereby covenant and agree that each 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 other party, its board members, officers, commissioners, employees, attorneys, agents or assigns, arising out of, or from, or otherwise relating, directly or indirectly, to this Agreement to the extent authorized by law.

Section 7.7 – Indemnification. 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, 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 Agreement or to the use of the DEDIR System to the extent authorized by law, including, but not limited to any injury or damage caused by the failure of the supplied equipment to function properly, the failure of radio transmissions to be accurately transmitted and/or received or the failure of the DEDIR System or the STARCOM21 System to operate as designed.

Section 7.8 – Amendments. This Agreement may be amended upon the written agreement of the parties.

**WHEREFORE**, the parties have signed and executed this Agreement as of the date written below in the County of DuPage, State of Illinois.

**EMERGENCY TELEPHONE SYSTEM  
BOARD OF DUPAGE COUNTY:**

**MEMBER:**

\_\_\_\_\_  
Greg Schwarze  
ETSB Chairman

  
By: \_\_\_\_\_  
Title: *Fire Chief/Administrator*

Date: \_\_\_\_\_

Date: *November 8, 2022*

**Attachment Listing**

Attachment A – Equipment List

Attachment A  
 DEDIRS 2022 Radio Replacement  
 DuPage County Sheriff's Office Inventory List Pricing

Radio Type	Quantity	Equipment Value	Amount ETSB Purchasing	Amount Agency Purchasing	ETSB Cost	Agency Cost
APX Next with - Remote Speaker Mic, Holster, 2 Batteries	141	\$ 914,424.48	126	15	\$ 837,196.19	\$ 77,228.29
APX Next XN with - Remote Speaker Mic, Holster, 2 Batteries	0	\$ -	0	0	\$ -	\$ -
APX 4000 with - Remote Speaker Mic, Belt Clip, 2 Batteries	248	\$ 451,908.08	0	248	\$ -	\$ 452,056.88
Mobile (Dash Mount)	0	\$ -	0	0	\$ -	\$ -
Mobile (Dual Head)	0	\$ -	0	0	\$ -	\$ -
Mobile (Remote Head)	9	\$ 44,906.04	0	9	\$ -	\$ 44,906.04
APX Next Single Charger	135	\$ 15,525.00	135	0	\$ 15,525.00	\$ -
APX Next Multi Charger	2	\$ 1,920.00	1	1	\$ 960.00	\$ 960.00
APX Next Car Charger	0	\$ -	0	0	\$ -	\$ -
APX 4000 Single Charger	137	\$ 7,672.00	137	0	\$ 7,672.00	\$ -
APX 4000 Multi Charger	21	\$ 10,059.00	19	2	\$ 9,101.00	\$ 958.00
<b>Total (Radios)</b>	<b>398</b>	<b>\$ 1,411,238.60</b>	<b>126</b>	<b>272</b>	<b>\$ 837,196.19</b>	<b>\$ 574,191.21</b>
<b>Total (Chargers)</b>	<b>295</b>	<b>\$ 35,176.00</b>	<b>292</b>	<b>3</b>	<b>\$ 33,258.00</b>	<b>\$ 1,918.00</b>
<b>Overall Total</b>	<b>693</b>	<b>\$ 1,446,414.60</b>	<b>418</b>	<b>275</b>	<b>\$ 870,454.19</b>	<b>\$ 576,109.21</b>

Approval of Inventory List

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 ETSB Signature: \_\_\_\_\_

## SAMPLE ATTACHMENT A

Equipment Delivery


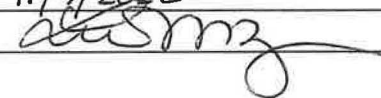
Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 ETSB Signature: \_\_\_\_\_



Attachment A  
 DEDIRS 2022 Radio Replacement  
 Bensenville Fire Inventory List Pricing

Radio Type	Quantity	Equipment Value	Amount ETSB Purchasing	Amount Agency Purchasing	ETSB Cost	Agency Cost
APX Next with - Remote Speaker Mic, Holster, 2 Batteries	0	\$ -	0	0	\$ -	\$ -
APX Next XN with - Remote Speaker Mic, Holster, 2 Batteries	30	\$ 264,192.00	30	0	\$ 264,192.00	\$ -
APX 4000 with - Remote Speaker Mic, Belt Clip, 2 Batteries, Single Charger	0	\$ -	0	0	\$ -	\$ -
Mobile (Dash Mount)	5	\$ 24,320.00	5	0	\$ 24,320.00	\$ -
Mobile (Dual Head)	1	\$ 5,524.36	1	0	\$ 5,524.36	\$ -
Mobile (Remote Head)	3	\$ 14,968.68	3	0	\$ 14,968.68	\$ -
APX Next Single Charger	6	\$ 690.00	6	0	\$ 690.00	\$ -
APX Next Multi Charger	4	\$ 3,840.00	4	0	\$ 3,840.00	\$ -
APX Next Car Charger	0	\$ -	0	0	\$ -	\$ -
Additional APX 4000 Single Charger	0	\$ -	0	0	\$ -	\$ -
APX 4000 Multi Charger	0	\$ -	0	0	\$ -	\$ -
<b>Total (Radios)</b>	<b>39</b>	<b>\$ 309,005.04</b>	<b>39</b>	<b>0</b>	<b>\$ 309,005.04</b>	<b>\$ -</b>
<b>Total (Chargers)</b>	<b>10</b>	<b>\$ 4,530.00</b>	<b>10</b>	<b>0</b>	<b>\$ 4,530.00</b>	<b>\$ -</b>
<b>Overall Total</b>	<b>49</b>	<b>\$ 313,535.04</b>	<b>49</b>	<b>0</b>	<b>\$ 313,535.04</b>	<b>\$ -</b>

Approval of Inventory List


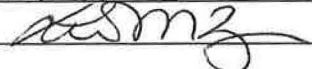
Signature:   
 Name: RICHARD A. WAYCHOFF  
 Title: LIEUTENANT  
 Date: 11/7/2022  
 ETSB Signature: 

Equipment Delivery

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 ETSB Signature: \_\_\_\_\_

Radio Type	Quantity	Equipment Value	Amount ETSB Purchasing	Amount Agency Purchasing	ETSB Cost	Agency Cost
APX Next with - Remote Speaker Mic, Holster, 2 Batteries	0	\$ -	0	0	\$ -	\$ -
APX Next XN with - Remote Speaker Mic, Holster, 2 Batteries	30	\$ 264,192.00	30	0	\$ 264,192.00	\$ -
APX 4000 with - Remote Speaker Mic, Belt Clip, 2 Batteries, Single Charger	0	\$ -	0	0	\$ -	\$ -
Mobile (Dash Mount)	5	\$ 24,320.00	5	0	\$ 24,320.00	\$ -
Mobile (Dual Head)	1	\$ 5,524.36	1	0	\$ 5,524.36	\$ -
Mobile (Remote Head)	3	\$ 14,968.68	3	0	\$ 14,968.68	\$ -
APX Next Single Charger	6	\$ 690.00	6	0	\$ 690.00	\$ -
APX Next Multi Charger	4	\$ 3,840.00	4	0	\$ 3,840.00	\$ -
APX Next Car Charger	0	\$ -	0	0	\$ -	\$ -
Additional APX 4000 Single Charger	0	\$ -	0	0	\$ -	\$ -
APX 4000 Multi Charger	0	\$ -	0	0	\$ -	\$ -
<b>Total (Radios)</b>	<b>39</b>	<b>\$ 309,005.04</b>	<b>39</b>	<b>0</b>	<b>\$ 309,005.04</b>	<b>\$ -</b>
<b>Total (Chargers)</b>	<b>10</b>	<b>\$ 4,530.00</b>	<b>10</b>	<b>0</b>	<b>\$ 4,530.00</b>	<b>\$ -</b>
<b>Overall Total</b>	<b>49</b>	<b>\$ 313,535.04</b>	<b>49</b>	<b>0</b>	<b>\$ 313,535.04</b>	<b>\$ -</b>

Approval of Inventory List

Signature:   
Name: RICHARD A. WAYCHOFF  
Title: LIEUTENANT  
Date: 11/7/2027  
ETSB Signature: 

Agency note 1: add 4 APX 8000 TDMA upgrade kit

Agency note 2: Checking on Antenna kits

Equipment Delivery

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
ETSB Signature: \_\_\_\_\_