

RESOLUTION R-31-10

A RESOLUTION AUTHORIZING THE
EXECUTION OF MEMORANDUM OF UNDERSTANDING DU-COMM
ALARM MONITORING FOR MEMBER AGENCIES
SELF OWNED ALARM SYSTEMS

WHEREAS, the City of Wheaton, DuPage County, Illinois ("City") is an Illinois Home Rule municipality pursuant to provisions of Article VII, Section 6, of the Illinois Constitution, 1970, and as such the City may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the subject matter of this resolution pertains to the government and affairs of the City and its residents; and

WHEREAS, the City explored methods to enhance fire alarm monitoring; and

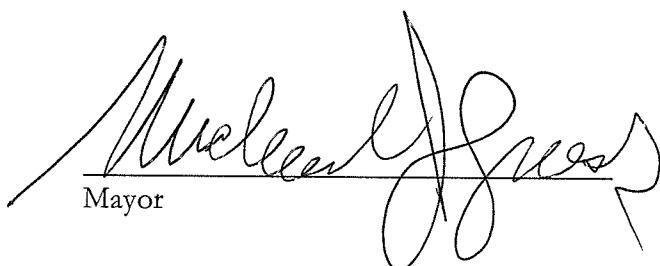
WHEREAS, the City found a wireless alarm network will reduce costs to subscribers, provide enhanced alarm monitoring and reduce redundancy in the provision of alarm monitoring infrastructure; and

WHEREAS, the City is a member of DU-COMM; and

WHEREAS, the City has determined it to be in the best interests of the City and its residents to Opt out of DU-COMM's Master Alarm Monitoring Agreement and own its own alarm monitoring equipment.

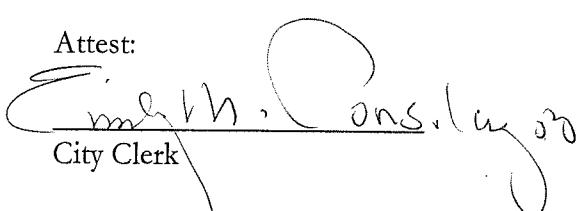
NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is hereby authorized to sign, and the City Clerk is authorized to attest to a Memorandum of Understanding DU-COMM Alarm Monitoring for Member Agencies Self Owned Alarm Systems between the City of Wheaton and DU-COMM.

Adopted this 7th day of June, 2010.



Michael Gresk
Mayor

Attest:



Emily H. Consilagon
City Clerk

Ayes:

Roll Call Vote:
Councilman Levine
Councilman Mouhelis
Mayor Gresk

Councilman Prendiville
Councilman Scalzo
Councilman Suess
Councilwoman Corry

Nays: None
Absent: None

Motion Carried Unanimously

Published: June 8, 2010

MEMORANDUM OF UNDERSTANDING
DU-COMM ALARM MONITORING FOR MEMBER AGENCIES
SELF OWNED ALARM SYSTEMS

This Agreement made and entered into this 7th day of June, 2010 between the City of Wheaton (hereinafter referred to as "WHEATON") and DuPage Public Safety Communications, a unit of intergovernmental cooperation (hereinafter referred to as "DU-COMM").

WHEREAS, WHEATON is a member of DU-COMM and depends on DU-COMM for alarm monitoring and public safety dispatch services; and

WHEREAS, WHEATON has determined that it is in the WHEATON's best interest to "Opt out" of DU-COMM's Master Alarm Monitoring Agreement and own its own alarm monitoring equipment; and

WHEREAS, DU-COMM is an unit of intergovernmental cooperation (as defined in Illinois Compiled Statutes (ILCS) 5 ILCS 220/2) which includes municipalities and fire protection districts; and

WHEREAS, WHEATON wishes to subcontract any obligations it may have to monitor police and/or fire alarms for existing customers within DU-COMM, and DUCOMM wishes to assume such obligations pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises hereinafter set forth, the parties hereto have agreed and do hereby agree as follows:

Article 1: Term

This Agreement shall be effective after execution by both parties and shall remain in effect for a period of five (5) years from the effective date. In the event that this agreement is not terminated by either party pursuant to the terms of this Agreement or by providing written notice one hundred eighty (180) days prior to the end of the contract term, this Agreement shall automatically renew for successive five (5) year terms.

Article 2: Cancellation

Either party may terminate this Agreement effective upon sixty (60) days written notice if the other party commits a material breach of this Agreement that remains uncured during such notice period. Should the terminating party fail to permit the other party to cure any breach, then said breach shall not constitute a "Cause" for termination of this Agreement.

Notwithstanding the provisions of the above paragraph, WHEATON may terminate this

Agreement upon written notice and as soon as practicable in the event that DU-COMM ceases to provide 9-1-1 dispatch services for the WHEATON. WHEATON may terminate this Agreement upon one hundred twenty (120) days written notice without cause.

Article 3: DU-COMM's Duties

Throughout the term of this Agreement, DU-COMM will provide the following fire alarm services for WHEATON's customers within WHEATON. A list of customers is attached as Addendum A.

- a. DU-COMM will receive Keltron wireless and Direct Connect (Phone Circuit) fire alarm signals from WHEATON's customers within the jurisdiction of WHEATON, at all times, twenty-four hours per day, of every day throughout the term of this Agreement.
- b. DU-COMM shall monitor all WHEATON's alarms which reside within the jurisdiction of WHEATON, at all times, twenty-four hours per day, of every day, throughout the term of this Agreement. Said monitoring shall be the sole responsibility and obligation of DU-COMM except as noted in Article 4 (f) of this agreement.
- c. DU-COMM will act on any alarm received in accordance with those procedures mandated by the WHEATON pursuant to its agreement with DU-COMM.
- d. DU-COMM will provide space for the storage and maintenance of the equipment described in Addendum B which will be located at 600 Wall St., Glendale Heights, Illinois. DU-COMM will provide WHEATON vendor with access to the premises with prior notification.
- e. DU-COMM will provide all alarm automation equipment and software necessary to monitor the alarms described in this Agreement. Acquisition and maintenance of any such equipment and software is the sole responsibility of DUCOMM.

Article 4: WHEATON's Duties

- a. WHEATON shall install and maintain all required equipment as identified in Addendum B of this agreement through the term of the agreement.
- b. WHEATON shall be responsible for providing personnel to service the alarm monitoring equipment, as identified in Addendum B, on a 24-hour basis. DU-COMM shall not be responsible for maintenance, repair or replacement of the equipment during the term of this agreement. Said maintenance, repair or replacement of equipment shall be the sole responsibility and obligation of WHEATON. At all times, all equipment provided by WHEATON shall be the property of WHEATON. DU-COMM acknowledges that all equipment installed in accordance with this Agreement is owned by WHEATON and in the event this Agreement is terminated for any reason, WHEATON shall have the right to remove the same. In order to allow for a reasonable transition in the event of termination of this Agreement, equipment may not be removed without a written ninety (90) day notice.

c. Positions on the Keltron Alarm Board will be available to any subscriber within the jurisdiction of the WHEATON who complies with all WHEATON requirements and enters into a direct agreement with WHEATON. WHEATON will provide DU-COMM with updated lists of the alarms to be monitored under this Agreement, and all information necessary to monitor such alarms, as often as necessary.

d. WHEATON shall be responsible for providing signaling from the head end alarm equipment to the remote alarm receiver at DU-COMM through redundant connections including a high speed leased line modem (Keltron 10MV321 or equivalent), a leased voice grade line (VMNC circuit), and a POTS line for back-up.

e. WHEATON shall comply with all issued DU-COMM alarm policies including 13.06.00, Alarm Board Interface standards.

f. If the WHEATON connection to the DU-COMM remote alarm receiver has a communications failure, the WHEATON will be responsible for providing personnel to monitor any alarm signals on the head end alarm equipment until communications to DU-COMM are restored.

Article 5: Consideration

In addition to other consideration provided pursuant to this Agreement:

a. WHEATON shall pay to DU-COMM the current authorized alarm monitoring fee in accordance with DU-COMM Board Resolution 08-002 as determined by the DUCOMM ADT Master Contract rate (\$14.00 per month) for each current, paid subscriber of WHEATON'S Keltron Wireless Radio System or Direct Connect Circuit system within WHEATON.

b. DU-COMM will provide ninety (90) day notice to WHEATON of any changes in the current authorized alarm monitoring fee.

c. WHEATON shall submit the DU-COMM Alarm monitoring fee for each current, paid subscriber on a quarterly schedule. With each submission, WHEATON shall include a subscriber list and a written summary report that includes the total number of subscriber connections, number of paying subscribers, number of WHEATON subscribers, and number of non-paying subscribers.

Article 6: Insurance and Indemnity

Indemnity. Each party to this Agreement shall indemnify and hold harmless the other, its respective trustees, officers, employees, agents and successors against any and all claims, demands, actions, causes of action, lawsuits, damages, costs and expenses, including the payment of attorneys' fees and court costs, resulting from or arising out of any negligent or wrongful acts or omissions of the indemnifying party or its personnel in the performance of

their obligations under this Agreement. Nothing in this Agreement shall be interpreted to waive any immunity protections that might be applicable to either or both parties.

Comprehensive General Liability Insurance. Each party shall purchase, and upon request, shall produce evidence that it has secured, comprehensive general liability insurance affording the following coverage: including contractual liability and errors and omission insurance which shall include bodily injury, property damage and personal injury insurance, with a minimum of \$1,000,000.00 (one million dollars) combined single limit of liability, with an “umbrella” or excess insurance coverage on a following form basis to the underlying coverage of a minimum of \$5,000,000.00 (five million dollars). Each party may purchase a single excess policy for both CGL and professional liability coverage.

Notice of Change in Coverage or Cancellation. Each party shall notify the other within forty-eight (48) hours of being notified of any change in coverage limits or status of its insurance policy.

Article 7: Administration

Each party shall keep complete and detailed books and records, which accurately reflect all matters relating to the services rendered under this Agreement.

Article 8: Compliance with Regulations

DU-COMM and WHEATON shall adhere to all county, state and federal rules, regulations, codes, ordinances, and charters as they may apply to the dispatch of emergency services.

Article 9: Notices

All notices provided for or permitted herein shall be in writing and shall be delivered personally or sent by United States certified or registered mail, postage prepaid, return receipt requested, directed to the parties at the following addresses or to such address as any party shall designate by notice delivered or sent in the above manner.

If a notice is sent by mail, it shall be deemed to have been received by the addressee two (2) days after the post marked date which it bears.

WHEATON: City Clerk
 City of Wheaton
 1 Fapp Circle
 Wheaton, IL 60187

DU-COMM: Brian Tegtmeyer, Executive Director
 DU-COMM
 600 Wall Street
 Glendale Heights, Illinois 60139

Article 10: Entire Agreement

This Agreement contained the entire agreement and understanding between the parties in regard to the subject matter hereof and is not subject to alteration or amendment, except by further written Agreement signed by all parties.

Article 11: Governing Law

This Agreement shall be construed in accordance with, and governed by the laws of the State of Illinois.

Article 12: Severability

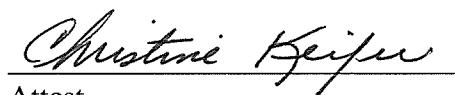
If any portion of this contract is determined to be invalid by subsequent passage of law or court interpretation that portion shall be removed from this contract. All other portions of this contract shall remain in full force and effect.

IN WITNESS WHEREOF: The parties have executed this Agreement this 7th day of June, 2010.

DUPAGE PUBLIC SAFETY COMMUNICATIONS


As its Executive Director

6/17/10
Date

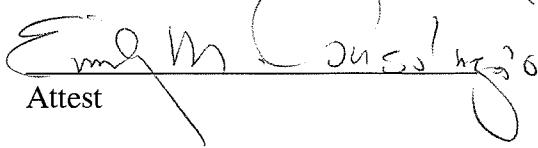

Attest

Executive Secretary
Title

CITY OF WHEATON


Mayor

June 9, 2010
Date


Attest

City Clerk
Title

ADDENDUM A:

List of Alarm Monitoring Customers within WHEATON.

ADDENDUM B:

Alarm Monitoring Equipment List

WHEATON will install and maintain the following equipment for the reception of wireless and Direct Connect alarm signals at the DU-COMM, 600 Wall Street, Glendale Heights, IL location:

- (1) Keltron OP-703 alarm receiver (for WHEATON direct connect and wireless alarm signals)
- (1) Keltron PS-740 24 volt power supply
- (2) 25 amp/hour sealed batteries or equivalent
- (1) Keltron 10MV321 modem or equivalent

