

**MEMORANDUM OF UNDERSTANDING  
FIRE PAGING SYSTEM**

THIS Memorandum of Understanding (MOU) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by and between the Village of Westmont (“Westmont”), the Village of Clarendon Hills (“Clarendon Hills”) and the Tri-State Fire Protection District (Tri-State).

WHEREAS, the Illinois Constitution, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance, and,

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government of this State may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, Westmont, Clarendon Hills and Tri-State are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, and all parties to a cooperative known as the “635 Group” (hereinafter “635 Group” or “Parties”), although the 635 Group does have other participants which are not part of this Memorandum of Understanding (“MOU”); and

WHEREAS, the Emergency Telephone System Board (“ETSB”) of DuPage County is also a public agency within the meaning of the Illinois Intergovernmental Cooperation Act; and

WHEREAS, the DuPage ETSB and each of the Parties have previously entered into intergovernmental agreements which details the benefits, rights and responsibilities of each party with regard to a DuPage Emergency Dispatch Interoperable Radio System; and

WHEREAS, the DuPage ETSB has adopted two resolutions, attached hereto and incorporated herein, which detail how various grant funds in the total amount of \$529,963 are to be used for this project; and

WHEREAS, this MOU, between Westmont, Clarendon Hills and Tri-State, is made to set out parameters regarding reimbursement of the grant funds obtained pursuant to the intergovernmental agreements between the DuPage ETSB and the various Parties as well as to detail certain aspects of cooperation among the Parties.

NOW, THEREFORE, Westmont, Clarendon Hills and Tri-State agree on the terms and conditions herein set forth as follows:

1. DuPage ETSB is the grantor of funds in the amount of \$392,000 for the benefit of the 635 Group for use in modification upgrades to the present VHF radio system/Fire Paging System and a further grant in the amount of \$140,000 for the benefit of Westmont's additional dispatch consolidation costs related to the radio system.
2. Westmont, Clarendon Hills and Tri-State agree to pay invoices in a timely manner according to the timing and percentages defined as follows:
  - Westmont 41%
  - Clarendon Hills 41%
  - Tri-State 18%
3. Westmont, Clarendon Hills and Tri-State agree not to seek reimbursement under the \$392,000 grant exceeding the following amounts for each entity: \$218,000 for Clarendon Hills, \$96,000 for Tri-State and \$78,000 for Westmont.
4. No costs in excess of the contracted amount of \$529,963 will be incurred on this project unless agreed upon in writing between Westmont, Clarendon Hills and Tri-State.
5. In the event that one agency desires to add equipment for the specific benefit of that agency, said agency will inform the other agencies in writing and will develop an addendum with A Beep, the contractor, for that additional equipment and will provide a copy of that addendum to the Parties. The requesting agency will be solely responsible for any additional costs incurred.



**Village of Clarendon Hills:**

\_\_\_\_\_  
Thomas F. Karaba, Village President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dawn Tandle, Village Clerk

**Tri-State Fire Protection District**

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Secretary