

RESOLUTION R-32-10

A RESOLUTION AUTHORIZING THE  
EXECUTION OF INTERGOVERNMENTAL AGREEMENT  
WIRELESS ALARM MONITORING/WINFIELD FIRE PROTECTION DISTRICT

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 and Winfield Fire Protection District ("Winfield") explored methods to enhance fire alarm monitoring; and

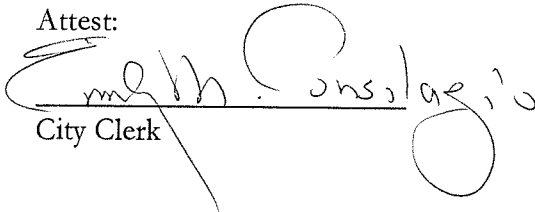
WHEREAS, the City and Winfield found a wireless alarm network will reduce costs to subscribers, provide enhanced alarm monitoring and reduce redundancy in the provision of alarm monitoring infrastructure; and

WHEREAS, the City has determined it to be in the best interests of the City and its residents to enter into an intergovernmental agreement with Winfield to participate in a wireless alarm network whereby Wheaton and Winfield will share equipment and services.

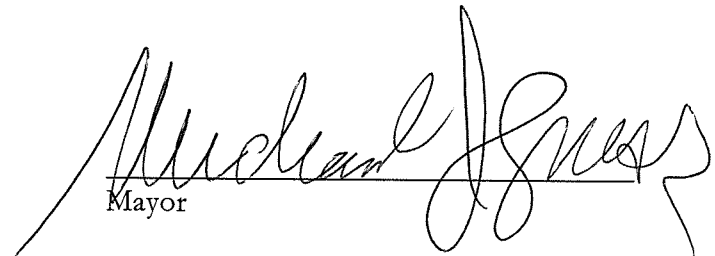
NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is hereby authorized to sign, and the City Clerk is authorized to attest to an Intergovernmental Agreement Wireless Alarm Monitoring between the City of Wheaton and Winfield Fire Protection District.

Adopted this 7th day of June, 2010.

Attest:

  
City Clerk

Ayes:

  
Mayor

Roll Call Vote:

Councilman Levine

Councilman Mouhelis

Mayor Gresk

Councilman Prendiville  
Councilman Scalzo  
Councilman Sues  
Councilwoman Corry

Nays: None  
Absent: None

Motion Carried Unanimously

Published: June 8, 2010

**INTERGOVERNMENTAL AGREEMENT  
WIRELESS ALARM MONITORING**

This Agreement is entered on this 29<sup>th</sup> day of June, 2010, by and amongst the City of Wheaton (hereinafter referred to as "Wheaton") and Winfield Fire Protection District (hereinafter referred to as "Winfield"), all being units of government.

**RECITALS**

WHEREAS, Article VII, Section 10, of the *Constitution of the State of Illinois*, Ill. Const., art. VII, sec.10(a) provides that in furtherance of the exercise of their powers, units of government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited; and

WHEREAS, the Intergovernmental Cooperation Act provides that a public agency may jointly exercise or combine any power, privilege, function or authority with other public agencies, 5 ILCS 220/1 *et seq.*; and

WHEREAS, Wheaton and Winfield are units of local government under Ill. Const., art. VII, sec. 1, and public agencies under 5 ILCS 220/2; and

WHEREAS, Wheaton and Winfield explored methods of enhancing fire alarm monitoring at the emergency dispatch facility, which is utilized by both and known as Du-Comm; and

WHEREAS, the various technical developments and facility enhancements affecting Wheaton and Winfield provide an excellent opportunity to consider collectively upgrading the alarm monitoring systems consistent with contemporary technology; and

WHEREAS, the development of a collective wireless system will eliminate telephone line charges to wireless alarm subscribers, reduce costs to Wheaton and Winfield alarm subscribers, provide enhanced alarm monitoring and reduce redundancy in the provision of alarm monitoring infrastructure; and

WHEREAS, Wheaton and Winfield desire to participate in a wireless fire alarm network, whereby Wheaton and Winfield will share the use, equipment, and services (hereinafter the "Wireless Alarm Network") as described below; and

WHEREAS, collectively there are 660 alarms (580 in Wheaton and 80 in Winfield) that will initially be serviced by the Wireless Alarm Network; and

WHEREAS, wireless networks have proven to reduce false alarms by as much as 30%; and

WHEREAS, Wheaton and Winfield no less than ninety (90) days prior to implementing the Wireless Alarm Network, will each individually notify Du-Comm requesting their removal from the ADT-Covered Agency List; and

WHEREAS, Wheaton and Winfield will individually execute a Memorandum of Understanding Du-Comm Alarm Monitoring for Member Agencies Self Owned Alarm Systems in the form as Exhibit A attached hereto.

NOW, THEREFORE, in consideration of the promises and provisions contained herein, and upon further consideration stated in the foregoing Recitals, it is hereby agreed by, and between and among Wheaton and Winfield (sometimes referred to hereafter as the "Parties") as follows:

1. Incorporation. The above stated recitals are material and are restated and incorporated herein as if stated in full.
2. Lead Agency. Wheaton will be the "Lead Agency." Wheaton will function as the administrative coordinating agency for: (i) selection and supervision of a vendor for equipment purchase, installation, on-going maintenance of such equipment, and general administrative/customer services, (ii) procurement of funding for the equipment, and (iii) development of a financial plan for the payback of the equipment costs and (iv) a distribution process for revenues generated by the Wireless Alarm Network to the Parties, including quarterly financial reports and an annual financial audit. The Lead Agency shall be entitled to an administrative fee in an amount equal to one dollar (\$1) per subscriber radio per month.
3. Equipment Location. The head end equipment shall be owned by Wheaton and located at 1 Fapp Circle, Wheaton, Illinois, commonly known as Wheaton Fire Station #1.

4. Purchase of Equipment. Wheaton has developed a Request for Proposal (hereinafter "RFP"), for the purchase of the equipment and services. The RFP process lead to the selection of Chicago Metro Fire Protection Company, Elmhurst, Illinois, to install, maintain, and service the Wireless Alarm Network.

5. Head End Equipment. The head end equipment will be placed in Wheaton Fire Station #1. Alarms monitored will be transmitted to Du-Comm, Glendale Heights, Illinois in full conformance with the rules and regulations established by Du-Comm.

6. Shared Costs. Wheaton and Winfield shall proportionately share in the costs associated with the purchase, installation and testing of the head end equipment based upon the initial number of subscribers set forth in the 8<sup>th</sup> Whereas paragraph of this agreement. The Parties shall also share on the costs of maintenance of the head end equipment proportionately based upon the number of subscribers each has as the time the maintenance is performed. Wheaton and Winfield each shall bear the costs of subscriber radio equipment utilized in their respective jurisdictions. During the three (3) year term of this agreement, Winfield shall remit to Wheaton on a quarterly basis Sixty-six dollars and twenty three cents (\$66.23) per month per Winfield subscriber radio. Should Du-Comm increase its fourteen dollar (\$14) monthly fee per subscriber Winfield shall increase its remittance to Wheaton by the same amount as Du-Comm's increase per subscriber increase.

7. Term. This Agreement shall be valid and enforceable for a period of three (3) years from the date this Agreement is executed. This Agreement may be renewed by Wheaton and Winfield at the end of its three year term by mutual written agreement.

8. Non-Renewal. In the event that this Agreement is not renewed at the end of the three years or otherwise terminates for any reason Winfield shall: (i) not be entitled to a reimbursement of any of its contribution for head end equipment and subscriber radio equipment; and (ii) shall remain liable for its unpaid contribution for head end equipment and subscriber radio equipment ordered prior to termination or non renewal. All unpaid amounts shall be paid in full to Wheaton no later than sixty (60) days from the termination or non renewal date.

9. Ownership. The equipment which is part of the Wireless Alarm Network shall have ownership as follows: (i) head end equipment is owned by Wheaton,

and (ii) subscriber radio equipment in each jurisdiction shall be owned by the party within that jurisdiction. Should this Agreement not be renewed or otherwise terminate, then the respective parties will continue to own the subscriber radio equipment and remains liable for any unpaid debt associated with the equipment.

10. Counterparts. This Agreement and any amendments hereto may be executed in any number of counterparts with the same effect as if all signatures were upon the same document.

11. Indemnification. Wheaton and Winfield hereby indemnify and holds the other harmless for any and all damages, liabilities, obligations, lawsuits, claims, injuries, or expenses and costs of any kind incurred by the other arising out of the negligent errors or omissions of their own employees in connection with the operation of the Wireless Alarm Network.

12. Insurance. Wheaton shall have and keep in place all casualty insurance appropriate to cover the replacement head end equipment and other material, equipment or supplies related to the Wireless Alarm Network which is stored or housed at Wheaton's Fire Station #1.

13. Authorized Officer. The corporate authorities of each party shall approve this Agreement and any material amendment hereto by ordinance or resolution.

14. Non-Waiver of Rights. No failure of any of the participating municipalities to exercise any power given to it hereunder or to insist upon strict compliance by any other participating municipalities with their obligations hereunder, and no custom or practice of any of the participating municipalities at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

15. Amendments and Modifications. This Agreement may be modified or amended from time to time by the authorized representatives of the participating municipalities, provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the participating municipalities.

16. Savings Clause. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts of portions of this Agreement shall remain in full force and effect.

17. Captions and Section Headings. Captions and section headings are for convenience only and are not part of this Agreement and shall not be used in construing it.

18. No Third Party Rights. The terms and provisions of this Agreement exist for the benefit of the contracting parties and are not intended to establish, impose, or acknowledge any duty to provide to third parties, nor shall the terms and provisions of this Agreement be interpreted to give any other rights to third parties.

19. Governing Law. This Agreement shall be deemed to be an intergovernmental agreement made under and shall be construed in accordance with and governed by the laws of the State of Illinois.

20. Notices. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by facsimile to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this section:

TO WHEATON  
City Clerk  
City of Wheaton  
303 W. Wesley  
Wheaton, IL 60187

TO WINFIELD  
Winfield Fire Protection District  
27W530 Highlake Road  
Winfield, IL 60190

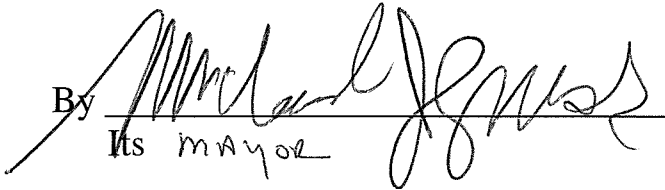
Notice delivered by regular mail, messenger, overnight delivery, or facsimile shall be deemed to have been given at the time of mailing.

21. Force Majeure. Whenever a period of time is provided for in this Agreement for either party to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, tornado or any act of nature, but not strikes, lockouts, or adverse weather conditions or due to inoperable equipment or the breakdown of equipment. Said time period shall be extended for only the actual amount of time said party is so delayed.

In witness whereof, the parties have caused this Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below indicating the parties' intention to be bound by this Agreement.

CITY OF WHEATON  
DISTRICT

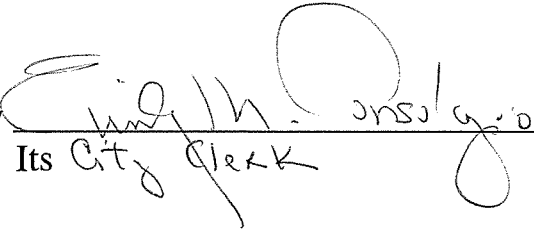
WINFIELD FIRE PROTECTION

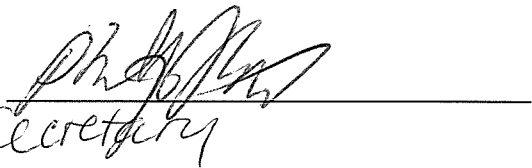
By   
Its Mayor

By   
Its President

Attest:

Attest:

By   
Its City Clerk

By   
Its Secretary

Dated: June 29, 2010

Dated: 7/20/10