Memorandum of Understanding
9-1-1 System Interface Request
Between the Emergency Telephone System Board of DuPage County (ETSB)
and
DuPage Public Safety Communications (DU-COMM)

This is a Memorandum of Understanding (MOU) between the Emergency Telephone System Board of DuPage County (ETSB) and DU-COMM (Agency) the participating Agency governing the development of an interface and connection to the logger system and an application the agency(s) seeks to have the ability to retrieve data. It shall cover the specific interface as defined in the Interface request form, completed by the agency and recommended by the Tech Focus Group attached to this MOU:

Interface: ETSB Logger

Vendor name: GovWorx

Type of Interface: AI Automated Quality Assurance software

[ ] Real Time Interfaces
The current CAD system utilizes *Edge Frontier (Xalt Interface),* which is designed to handle these types of interfaces. *Edge Frontier (Xalt Interface)* allows the applications to receive information without impacting the security and performance of the 9-1-1 System. An *Edge Frontier (Xalt Interface)* interface would be developed and maintained by Hexagon for all non-ETSB 9-1-1 interfaces at the cost of the requesting agency.

[ ] Other 9-1-1 System Component
This will require development and maintenance by a vendor for all non-ETSB 9-1-1 interfaces (e.g. 9-1-1 interfaces not procured by ETSB for which the ETS Board has not previously authorized the expenditure of 9-1-1 surcharge funds) at the cost of the requesting agency.

[X] Asynchronous Interfaces
For this type of interface, a secondary archive server will be utilized to provide the data requested. This data provided is not real time.

Purpose and Scope
The purpose of this Memorandum of Understanding (Agreement) between the parties is to formalize a usage agreement for the above listed interface connection to the ETSB 9-1-1 system and used by public safety service members within the ETSB 9-1-1 System service area.

Further, this Agreement between the parties is to formalize payment for an interface whose cost is the responsibility of the requesting agency(s) and either not suitable for support with 9-1-1 surcharge funds or not procured by the ETSB and the ETS Board has not previously authorized the expenditure of 9-1-1 surcharge funds for the interface or the application that is the subject of this MOU.

II. Background
Phase 2 of the DuPage Justice Information System (DuJIS), additional applications and interfaces, has been evolving since "go live" in 2019. This MOU will be for Agencies that have requested interface connections to the 9-1-1 System for applications that cannot be supported with 9-1-1

surcharge funds or where the ETSB has not procured the application and the requesting agency has not requested ETSB to purchase the software, does not want ETSB to purchase the software, or the ETS Board has not previously authorized the use of 9-1-1 surcharge funds for the interface or software.

Access for GovWorx AI Automated Quality Assurance software.

The ETSB has had a policy in place since 2012 to address connections to the 9-1-1 system. This policy outlines the system requirements for connections and that each interface request will be reviewed by the Tech Focus Group to make a recommendation on the security and reliability of the submission. The Tech Focus Group has recommended that there should not be any direct connections to the production 9-1-1 system.

III. Responsibilities of the ETSB

The ETSB agrees to make available the CAD system or any other component of the 9-1-1 System where an Asynchronous Interface is possible (9-1-1 system) via an Asynchronous Interfaces or *Edge Frontier* (Xalt Interface) or interface for its users, including the Agency, until or unless by mutual agreement of the users and ETSB, all parties opt to discontinue the interface.

Interfaces to other 9-1-1 System Components: The ETSB will provide the option of a time and material contract (Contract) for users for the development of the requested interface including annual maintenance from the appropriate vendor.

ETSB agrees to inform the Agency of any changes or modifications made to software that will affect the functionality of the interface prior to said change being implemented. The Agency is responsible for any costs associated with any upgrades, configuration changes or modifications to the interface performed by the CAD Administrator or CAD vendor or other ETSB technician. This type of work is not considered normal maintenance. ETSB staff time will be billed at an hourly rate under a project plan to be developed or a scope of work depending upon the complexity of the project.

The ETSB will provide the Agency with an annual invoice for the cost of the Agency's portion of maintenance for the Interface. 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 an annual invoice for the cost of the Agency's portion of maintenance for the Interface by ETSB staff. The annual invoice will be based on the Agency's portion of the total amount of maintenance as determined by Attachment B of 911-013.1: 9-1-1 System Interface Funds.

The ETSB will provide the Agency with cost projections for time for ETSB staff as noted on the Interface Cost Estimate.

IV. Responsibilities of the Agency

The Agency agrees to reimburse the cost of the interface as detailed in the Contract's scope of work for the interface detailed above through the execution of this MOU.

The Agency agrees to continue maintenance and reimburse ETSB annually for the cost of maintenance for the interface. Maintenance of the interface entitles the Agency initial service request review and support from ETSB and vendor support if ETSB staff cannot resolve a service issue at the first-tier level.

The Agency agrees to inform the ETSB of any changes or modifications made to software that will affect the functionality of the interface prior to said change being implemented. The Agency is responsible for any costs associated with any upgrades, configuration changes or modifications to the interface performed by the CAD Administrator or vendor or other ETSB staff member. This type of work is not considered normal maintenance. ETSB staff time will be billed at an hourly rate under a project plan to be developed or a scope of work depending upon the complexity of the project.

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 Asynchronous Interfaces to the extent authorized by law. Nothing in this MOU shall affect the DuPage County State's Attorney's status as the exclusive legal representative of DuPage County, including the ETSB. ETSB and the County of DuPage also do not waive any defenses, privileges, or immunities, including, but not limited to, the Illinois Local Governmental and Governmental Employees Tort Immunity Act 745 ILCS 10/2-101 *et seq.* due to indemnification.

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 the Asynchronous Interfaces System to the extent authorized by law.

V. Interface Time and Material Funding – Choose one

[ ] (Authorized Agency Initials) The Agency wishes to take advantage of a three-year, equal annual payment plan the first invoice to occur one year from the implementation and payment of the time and material cost to development as defined in the Scope of Work attached to this MOU.

Or

[JLP] (Authorized Agency Initials) The Agency wishes to make one payment, invoiced no later than one year from the implementation and payment of the time and material cost to development as defined in the Scope of Work attached to this MOU.

Or

[ ] (Authorized Agency Initials) The Agency wishes to make one payment, invoiced no later than one year from the implementation and payment of the time expended by ETSB staff to develop, implement and deploy this interface in the amount of $ as defined attached to this MOU.

VI. **Fees**

ETSB employees are wholly funded by surcharge. Therefore, all staff time must be related to the 9-1-1 System. Ancillary interfaces covered this policy will require ETSB staff to complete a calculation of their estimated time for the initial project for reimbursement of surcharge funds.

The hourly rate used will be Fiscal Year in which the project was initiated. However, the Parties understand and agree that for maintenance unrelated to the initial implementation or upgrade of this system in the future, the hourly rate of the Fiscal Year of the maintenance event shall be used. Each staff member's task and time per task will be calculated with their hourly rate. ETSB employees do not receive overtime.

Additional costs are shown in the attachment: Interface Cost Estimate 1. If the scope of work changes after it has been agreed upon, a reassessment of the hours' work will be completed and will go back to the agency for sign off prior to submission of any changes to the scope of work to the vendor.

Annual System Maintenance: ETSB will ask for a minimal fee to reboot/restart the agencies application during normal patching and system maintenance of the 9-1-1 system. Any other task beyond this type of work will be preapproved and charged against the retainer.

Retainer: The ETSB will require a minimum retainer of $2,500. This retainer will be used and billed against for any interface cost associated with a ticket that is not based on a CAD or ETSB network issue. If the agency submits a Zendesk ticket and ETSB staff determines that the agency's network is down or the vendor's system is down, the agency will be notified. A quarter hour (.25) will be billed against the retainer for each such ticket. It the ticket requires action by the ETSB tech the time spent will be documented and billed against the retainer. If it is a systemic issue, all parties on the interface will be charged against the total time spent by the tech(s) divided by the number of users per event to their retainer. (ie: 1 hour at $41.05 (hourly rate)/5 users = $8.21). All users will be notified that the event occurred. If multiple tickets are submitted, they will not be considered multiple events.

Each agency will be required to provide authorized agents who can grant permission for additional hours of work against the retainer, if needed. This person should be available to grant permission in off hours as needed. Only persons of record will be recognized by the ETSB tech. Note: If the agency has a business hours only contract with the vendor, ETSB staff cannot assist with any after hours issues that occur with their system. Agencies will be billed one (1) of the on-call tech's hourly rate for after hours calls for systems that have business hours only contracts.

If the agency retainer is eroded to $500, they may add additional funds. ETSB cannot perform additional work without available funding. If there is a zero balance in an agency's retainer, the ETSB staff will not be able to perform any work.

An agency may have one retainer for multiple interfaces. However, when an additional interface is added, the retainer must be rounded to $2,500 with each new interface.

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. As discussed above, all maintenance unrelated to the initial implementation or upgrade of this system in the future will be billed at the hourly rate of the Fiscal Year of the maintenance event.

The parties agree that ETSB shall have the right to disconnect the interface, with notification, if the interface is determined to adversely impact the 9-1-1 system's ability to function for its primary mission. Such notification shall be via email for documentation and made within a reasonable timeframe prior to disconnection. If exigent circumstances exist, notification shall be made as soon as practicable after disconnection.

VII. 911-013.1: 9-1-1 System Interface Access and Fee Policy

The Agency, specifically the Authorized Agent, has reviewed Policy 911-013.1: 9-1-1 System Interface Access and Fees and understands the process and fees associated with an interface to the 9-1-1 system of DuPage ETSB and agree to follow the policy as part of this MOU.

VIII. Term, Termination, Modification of Agreement, Venue, and Controlling Law

This MOU 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 this Memorandum of Understanding upon sixty (60) days written 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. Termination of this MOU constitutes disconnection of the interface unless mutually agreed upon in writing by both parties.

Any remaining funds in the retainer will be refunded when all outstanding fees and costs are satisfied, and the Agency has requested so in writing with their written notice.

The venue for all disputes arising out of this MOU shall be the Circuit Court for the Eighteenth Judicial Circuit Court, Wheaton, DuPage County, Illinois. This MOU shall be governed by the laws of the State of Illinois, including all matters of construction, validity, performance, and enforcement.

Emergency Telephone System Board of DuPage County

By_____
Greg Schwarze, Chair

Date:_____

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911-013.1 Computer Aided Dispatch Interface Funds Policy Attachment B
The following is the fee summary for CAD Interfaces for non-surcharge related expenses:

1. **The hourly rate for employees of the ETSB as of FY26**:

Employee	Rate	½ Rate
Executive Director	$107.32	$53.66
Deputy Director Ops	$81.04	$40.52
Deputy Director IT	$62.83	$31.42
Operations Administrator	$80.89	$40.44
CAD Administrator	$52.40	$26.20
Senior Network Analyst	$71.31	$35.65
CAD Analyst	$42.26	$21.13
System Administrator	$49.54	$24.77
Administrative Assistant	$37.69	$18.85

2. ETSB Implementation Costs for Non-Surcharge Interface

Task	Employee	Time	Rate	Cost
Scope of Work Development	CAD Administrator	1	$71.31	$71.31
	Deputy Director Ops	1	$81.04	$81.04
	Deputy Director IT	1	$80.89	$80.89
Tech Focus Review (1 meeting)	CAD Administrator	0.5	$71.31	$35.65
	Senior Network Analyst	0.5	$52.40	$26.20
	CAD Analyst	0.5	$42.26	$21.13
	System Administrator	0.5	$49.54	$24.77
	Deputy Director IT	0.5	$80.89	$40.44
Prepare paperwork for Board	Administrative Assistant	1	$37.69	$37.69
Procurement Paperwork	Operations Administrator	1	$62.83	$62.83
Review, Approval, ASA Review, Bd Prep	Executive Director	1.5	$107.32	$160.97
Installation and Testing and Acceptance	CAD Administrator	3	$71.31	$213.92
	Deputy Director IT	2	$80.89	$161.77
Acceptance, Reporting and Invoicing	Administrative Assistant	1	$37.69	$37.69
	Subtotal	**14**		**$1,056.30**
Annual Maintenance			Flat Fee	**$250**
Customer Assistance Retainer	Tickets after install			**$2,500.00**
	Total			**$3,806.30**

The above are the minimum hours for a project. Some interface projects are seamless and require a minimum amount of effort for staff because the CAD vendor already has an interface developed and available and the requesting agency is ready to move forward. Other projects can lag and require more hands on work including work on the agreement. These are reported in the monthly report for the ETS Board which is also administrative work for the Administrative Assistant, Operations Administrator, CAD Administrator, Deputy Director and Executive Director. The retainer will begin with tickets submitted and drill down.

3. Additional Costs:

Employee	Task	Time	Cost
If performed by Admin Assistant	Rebill of past due invoices / each occurrence	.25 hr	$9.43
If performed by Ops Admin	Rebill of past due invoices / each occurrence	.25 hr	$20.22
Operations Administrator	Monthly report accounts receivable	.25 hr	$20.22
None	Postage on rebill, email + 2nd time		Current Rate
None	Postage on rebill, email + 3rd time certified		Current Rate
CAD Administrator	Annual maintenance	Flat fee	$175.00
CAD Administrator	Interface modification assistance	TBD	By Plan

Interface Cost Estimate 1: DU-COMM CommsCoach

Task	Employee	Time	Rate	Cost
Scope of Work Development	CAD Administrator	4	$ 71.31	$ 285.24
	Deputy Director Ops	0	$ 81.04	$ -
	Deputy Director IT	4	$ 80.89	$ 323.56
Tech Focus Review (Meeting #1 5/5/25)	CAD Administrator	0.5	$ 71.31	$ 35.66
Interface Request Review	Senior Network Analyst	0.5	$ 52.40	$ 26.20
	Data Analyst	0	$ 42.26	$ -
	System Administrator	0.5	$ 49.54	$ 24.77
	Deputy Director IT	0.5	$ 80.89	$ 40.45
Tech Focus Review (Meeting #2 TBD)	CAD Administrator	0.5	$ 71.31	$ 35.66
Scope of Work Development	Senior Network Analyst	0.5	$ 50.87	$ 25.44
	Data Analyst	0	$ 42.26	$ -
	System Administrator	0.5	$ 49.54	$ 24.77
	Deputy Director IT	0.5	$ 80.89	$ 40.45
Planning Meetings	Deputy Director IT	2	$ 80.89	$ 161.78
	CAD Administrator	2	$ 71.31	$ 142.62
Prepare paperwork for Board	Administrative Assistant	1	$ 37.69	$ 37.69
Procurement Paperwork	Operations Administrator	1.5	$ 61.00	$ 91.50
Review, Approval, ASA Review, Bd Prep	Executive Director	1.5	$ 104.19	$ 156.29
Installation and Testing and Acceptance	CAD Administrator	3	$ 71.31	$ 213.93
	Deputy Director IT	2	$ 80.89	$ 161.78
Acceptance, Reporting and Invoicing	Administrative Assistant	1	$ 37.69	$ 37.69
	Subtotal	**26**		**$ 1,865.45**
Annual Maintenance			Flat Fee	**$ 250.00**
Customer Assistance Retainer	Tickets after install			**$ 2,500.00**
	ETSB Estimated Total			**$ 4,615.45**

The above information represents estimates for costs to the best of the ability of the ETSB staff. If additional Tech Focus meetings or meetings with DU-COMM and GovWorx are required, they will be documented and added to this cost estimate along with any other ancillary costs listed in Attachment B of 911-013.1 Computer Aided Dispatch Interface Funds Policy incorporated as part of this MOU.

Hours will be tracked on a Monday.com dashboard that, upon execution of the MOU, DU-COMM staff can view.

A final invoice for implementation will be provided.

Any costs against the retainer will be billed monthly.