

**Memorandum of Understanding
CAD Interface Request
Between the Emergency Telephone System Board of DuPage County (ETSB)
and
[Agency]**

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

Interface:

Vendor name: _____

Type of Interface: _____

I. 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 CAD 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 not suitable for support with 9-1-1 surcharge funds.

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 Hexagon CAD system for applications that cannot be supported with 9-1-1 surcharge funds.

Access for “real-time” applications for cameras, incident command, etc. for all agencies must occur without impacting the primary mission of the CAD system: The handling of 9-1-1 calls and emergency dispatches.

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 CAD system.

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-9-1-1 interfaces at the cost of the requesting agency.

III. Responsibilities of the ETSB

The ETSB agrees to make available the CAD system via an *Edge Frontier* (Xalt Interface) 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.

The ETSB will provide the option of a time and material contract (Contract) for users for the development of the requested interface.

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.

IV. Responsibility 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 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 Edge Frontier (Xalt Interface) System 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 Edge Frontier (Xalt Interface) 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

[] (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.

VI. 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.

The parties agree that ETSB shall have the right to disconnect the interface, with notification, if the interface is determined to adversely impact the CAD 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. Term, Termination, and Modification of Agreement

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 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.

Emergency Telephone System Board of
DuPage County

By _____
Chairman

By _____
Authorized Agent

Date: _____

Date: _____