

Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into between the government of St. Clair County, Illinois, hereinafter referred to as "The County" and the entity identified as follows:

City of O'Fallon

Via this MOU, The County agrees to allow the **City of O'Fallon, IL** to operate its official city government radios, fixed and mobile, using the St. Clair County 800 Megahertz (MHz) digital, trunked radio system operated and managed by the County.

1. PURPOSE AND GENERAL USAGE: The County is providing **O'Fallon, Illinois Police, Fire, Emergency Management and Public Works departments** with access to the St. Clair County 800 Megahertz (MHz) digital, trunked radio system for the purpose of conducting official **City of O'Fallon** government related radio Communications including but not limited to providing communications for the law enforcement and fire district(s) that are dispatched by its communications center.

The intent of the St. Clair County 800 Megahertz (MHz) digital, trunked radio system is to create a high quality, instantly accessible radio communications pathway via which public safety emergency communications dispatch centers (hereinafter referred to as "PSAPs"), other appropriate dispatch centers, public safety emergency responders and official Government radio users will be able to interoperate with one another and to communicate with each other and with other users of the radio system over a relatively secure communications medium.

2. AGENCY / COUNTY RESPONSIBILITIES:

Agencies utilizing the St. Clair County Radio System agree to the following:

- 2.1 To abide by all St. Clair County radio procedures as they apply to the use of this Radio and the St. Clair County radio system.
- 2.2 To abide by all FCC radio rules and requirements.
- 2.3 To allow the ETSB staff and/or radio maintenance vendors access to the **City of O'Fallon** owned equipment which is connected to or accesses the St. Clair County radio system on a 24/7 basis.
- 2.4 The **City of O'Fallon** will coordinate all repair services on its equipment with the St. Clair County ETSB staff and Motorola. This coordination shall include prior notice of intention to provide maintenance or make changes to any equipment or radios that access the system and to ensure that any such changes will have no adverse impact on the operation of the system. Emergency notifications are to be made to the St. Clair County ETSB On Call employee. Normal cleaning and daily care is exempted.
- 2.5 All radio programming, both fixed and mobile, will be provided by the St. Clair County ETSB staff. No other persons or agencies will be allowed to program radios on the system.
- 2.6 The **City of O'Fallon** will report any equipment or system malfunction to the on call St. Clair County staff as per the appropriate procedure.
- 2.7 The **City of O'Fallon** shall be responsible for ensuring that the personnel which it allows to use its radios and dispatch center attend appropriate initial training prior to using the equipment, which will be provided by the County at no charge, except personnel time and travel. In addition, ~~the City of O'Fallon will provide personnel to be trained as trainers whose responsibility will be to train future personnel before they are allowed to use the equipment.~~

- 2.8 The **City of O'Fallon** shall be permitted to utilize the system as its daily operational radio communications system.
- 2.9 The **City of O'Fallon** will be assigned certain specific radio talk groups to be used for all agencies dispatched by it, in addition to other County Interoperable talk groups.
- 3.0 The **City of O'Fallon** agrees to adopt emergency measures, upon request from the ETSB staff, as may be necessary to ensure the continued delivery of service to all users of the system.
- 3.1 The **City of O'Fallon** agrees to defend, indemnify and hold harmless St. Clair County, Illinois and any of its successors, assigns, agents, employees, divisions, subdivisions, and/or subunits, in the event that any claim, action or lawsuit is brought as a result of the **City of O'Fallon's** negligent use of the radio equipment and/or systems described herein.
- 3.2 The County agrees to allow the **City of O'Fallon** to utilize the system for the purposes identified above. Initially the use of the system shall be available at no charge; however, this does not preclude the County from establishing some future cost recovery mechanism designed to support ongoing maintenance charges. In the event that the County establishes a cost recovery mechanism the current Communications Site Lease Agreement between the City of O'Fallon and St. Clair County shall take precedence.
- 3.3 The County agrees to provide ongoing maintenance for the system infrastructure and County owned radio equipment.

3. ACCEPTANCE:

Agreed to this _____ day of _____, 2008

By: _____ for **City of O'Fallon**
Signature, title

By: _____ for the County
Signature, title