

# **DRAFT 1 – AUGUST 10, 2016**

## **MEMORANDUM OF AGREEMENT**

### **BETWEEN THE WILL COUNTY EMERGENCY TELEPHONE SYSTEM BOARD AND THE VILLAGE OF ROMEOVILLE, ILLINOIS**

### **REGARDING THE USE OF WILL COUNTY'S MASS NOTIFICATION SYSTEM FOR NON-EMERGENCY NOTIFICATION PURPOSES**

This memorandum of Agreement is by and between the Will County Emergency Telephone System Board (ETSB) and the Village of Romeoville, Illinois (Community) governing the use by the Community of the mass notification system (System) maintained by Will County for non-emergency notification of the public.

The Will County Emergency Telephone System Board, in partnership with the Will County Emergency Management Agency, contracts with a commercial provider for a mass notification system intended to notify the public of emergency situations. The ETSB serves as the fiduciary between Will County and the commercial provider.

The system provides for the rapid delivery of messages to the public through one or more methods, including, text messaging, email, fax, and voice messaging. Messages can be sent to the public in specific geographic areas or to specific groups based on the circumstances of an emergency situation.

Will County provides the System to all Communities for emergency use at Will County's expense. Use of the System by Communities for non-emergency notification is provided to Communities for an annual cost recovery fee determined by Will County utilizing a population-based scale.

In consideration for the use of the system by the Community for non-emergency notification purposes, ETSB and Community agree as follows:

1. ETSB agrees to provide use of the System to the Community in exchange for an annual cost recovery fee of \$2,500.00. ETSB will assess the recovery fee each year on July 1 for the forthcoming 12-month period. The initial recovery fee will be prorated based upon the date of execution of this agreement and the next July 1 anniversary date. The recovery fee is payable within 60 days of assessment.
2. This agreement will be in effect upon execution by both parties. This agreement shall automatically renew on July 1 and continue to renew annually on July 1. Either party may withdraw from this agreement upon 30 days written notice to the other party.
3. The Community will be responsible for all aspects of their use of the System and any matters that may arise, including, but not limited to: the content of messages; scheduling of message delivery; the selection/failure to select intended recipients; and public response to the Community's message.
4. The Community acknowledges that the System is provided through a commercial provider and is accessed through Internet connectivity. As such, development and delivery of a message depends on a

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number of factors beyond the control of the ETSB. The Community holds the ETSB harmless for any failure of the provider’s system, the accuracy of the contact information for the public, the computer hardware and Internet connectivity used by the Community and the provider, and other elements of message delivery beyond the control of ETSB.

5. ETSB agrees to provide the Community with initial System configuration and training and reasonable ongoing assistance in the use of the System. Responsibility for providing configuration, training, and support are delegated to Will County EMA. The Community acknowledges that the ETSB may limit configuration parameters.

6. The Community understands that the database of contact information for the public is derived through various sources, including direct registration by the public, which are beyond the control of the ETSB. While every effort is made to maintain the most current and complete database, the Community acknowledges that the database will not contain contact information for every member of their community and that the database may contain contact information that is incorrect or outdated.

7. The Community will use the System solely for official communications to the public. No use for personal reasons, marketing of businesses, political activities, illegal activities, or other inappropriate use is permitted. The ETSB reserves the right to place other restrictions on the appropriate use of the System and will monitor messages for appropriate use.

WILL COUNTY  
EMERGENCY TELEPHONE SYSTEM BOARD

VILLAGE OF ROMEOVILLE, ILLINOIS

BY: \_\_\_\_\_

BY: \_\_\_\_\_

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SIGNATURE

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