

10/11/07

**53-R-07**

**A RESOLUTION**

**Authorizing the City Manager to sign an  
Agreement with Northwestern University for  
Installation of 911 Emergency Call Boxes**

**WHEREAS**, Northwestern University wishes to install, at its sole expense, in the public right-of-way emergency telephones ("Call Boxes") in order to provide areas near the University campus additional telephones for use in emergencies; and

**WHEREAS**, the aforesaid Call Boxes would direct dial into the City's 911 center; and

**WHEREAS**, the Emergency Telephone Systems Board has reviewed and considered the request by the University for the installation of these Call Boxes; and

**WHEREAS**, the Emergency Telephone Systems Board has approved the installation of nine emergency call boxes for public use; and

**WHEREAS**, Northwestern University will bear the entire cost of installation and project management for the aforesaid Call Boxes; and

**WHEREAS**, the City of Evanston will be responsible for ongoing maintenance of the Call Boxes; and

**WHEREAS**, the installation and use of such Call Boxes is in the best interest and safety of the public,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL  
OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

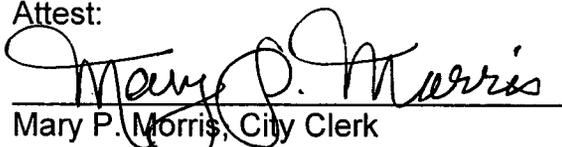
**SECTION 1:** That the City Manager is hereby authorized to sign and the City Clerk hereby authorized to attest to the Agreement with Northwestern University for the installation of emergency Call Boxes attached hereto as Exhibit A and incorporated herein by reference.

**SECTION 2:** That the City Manager is hereby authorized and directed to negotiate any additional conditions of the Northwestern University Agreement as may be determined to be in the best interests of the City.

**SECTION 3:** That this Resolution shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

  
Lorraine H. Morton, Mayor

Attest:

  
Mary P. Morris, City Clerk

Adopted: October 22, 2007

**EXHIBIT A**

**AGREEMENT WITH NORTHWESTERN UNIVERSITY FOR  
INSTALLATION OF EMERGENCY 911 CALL BOXES**

## AGREEMENT

This agreement ("**Agreement**") made as of October 22, 2007, by and between THE CITY OF EVANSTON, a municipal corporation (the "**City**") and NORTHWESTERN UNIVERSITY, an Illinois corporation (the "**University**").

## RECITALS

- A. The University wishes to install at its sole expense exterior call boxes (e.g. emergency phones) ("**Call Boxes**") so that areas near its campus have additional phones to be used in emergency situations. The sites for the Call Boxes are set forth in **Exhibit A** attached hereto and incorporated herein by reference. Upon satisfactory completion of the installation, the University will assign its interest in said installation to the City. The City agrees to accept such assignment.
- B. In order to allow the University to install the installation, the City and the University agree as follows:

NOW THEREFORE, in consideration of the mutual promises, undertakings, covenants and agreements of the parties, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by and between the parties as follows:

1. Term. The term of this Agreement ("**Term**") shall commence October 22, 2007 and shall expire upon completion of construction and installation of the Call Boxes.
2. Installation of Call Boxes. The University at its sole cost and expense shall purchase and install the Call Boxes.
3. Permits. The University shall obtain all necessary permits as required by the City and any other regulatory entity for the installation.
4. Contractor. The University has a contractor used in the past for the installation of Call Boxes and the University will use that contractor for this project.
5. Appearance of Call Boxes. -Northwestern University's name or logo shall not appear anywhere on the Call Boxes or the accompanying signage.
6. Completion and Dedication. Upon completion of the successful installation, the City will inspect the installation and sign-off on the work before accepting said installation into its system. University will provide City with proof of releases of lien-waivers and the like from the contractor showing that all payments have been made. University will dedicate the installation to the City at no cost. City will accept title to the installation and incorporate said installation into its current system at no cost to the University.

7. Ownership and Maintenance. Following the City's acceptance of the installation, the City will own the Call Boxes and be responsible for all maintenance of the Call Boxes.
8. Responding to Calls. The City will solely be responsible for communicating with the callers and responding to the issues raised by the calls made from the Call Boxes. Pursuant to the Mutual Aid agreement in place between the City and the University, the City may choose to notify the University's Police Department regarding a call(s).
9. Indemnification. The University agrees to indemnify and hold harmless the City from the payment of any sum or sums of money, to any persons whomsoever on account of all claims, actions or suits growing out of injuries to persons or property arising out of the University's installation, except for injuries to persons or property arising out of the negligence or willful misconduct of the City. The City agrees to indemnify and hold harmless the University from the payment of any sum or sums of money, to any persons whomsoever on account of all claims, actions or suits growing out of injuries to persons or property arising out of the operation and maintenance of the Call Boxes, including but not limited to issues that arise from responding to the calls made from the Call Boxes.
10. Insurance. The University shall obtain insurance from all contractors on the terms and conditions as set forth in **Exhibit B**. It is hereby agreed and understood that all insurance shall be in full force prior to commencing work and remain in force until the entire installation is completed. The University reserves the right to have additional coverage to that outlined by the City.
11. Successors and Assigns. The rights and obligations of the parties hereto shall inure to the benefit of each of their successors and assigns; provided, however, that the interest and rights of the University hereunder shall not be assignable at any time.
12. No Real Estate Interest. This Agreement does not create an interest in real estate and the University acknowledges that the University does not and shall not claim at any time any interest of real estate of any kind or extent whatsoever in any of the City's property by virtue of this Agreement or the University's installation pursuant hereto.
13. Anti-Discrimination, Minority Business Enterprises, Etc. While the University does not require minimum percentages of participation, the University is committed to the goal of enhancing opportunities for minority/women/disadvantaged/local business enterprises. University requires bidders to submit a diversity plan, as part of the bidding process that governs the activities of the Contractor, Subcontractors, Sub-sub contractors and Suppliers. University also tracks the utilization of M/W/D/LBEs through forms attached to payment requests.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this day and year first above written.

THE CITY OF EVANSTON,  
a municipal corporation

By: Julia A. Carroll  
Name: Julia Carroll  
Title: City Manager

ADDRESS FOR NOTICE:

City of Evanston  
2100 Ridge Avenue  
Evanston, Illinois 60204-0832  
Attention: City Manager

NORTHWESTERN UNIVERSITY,  
an Illinois corporation

By: Eugene S. Sunshine  
Name: Eugene S. Sunshine  
Title: Senior Vice President for  
Business and Finance

ADDRESS FOR NOTICE:

Northwestern University  
633 Clark Street  
Evanston, Illinois 60208  
Attention: Senior Vice President for  
Business and Finance

with a copy to:

Northwestern University  
633 Clark Street  
Evanston, Illinois 60208  
Attention: General Counsel

## Exhibit A – Locations of Call Boxes



NORTHWESTERN  
UNIVERSITY

## City Call Box Project

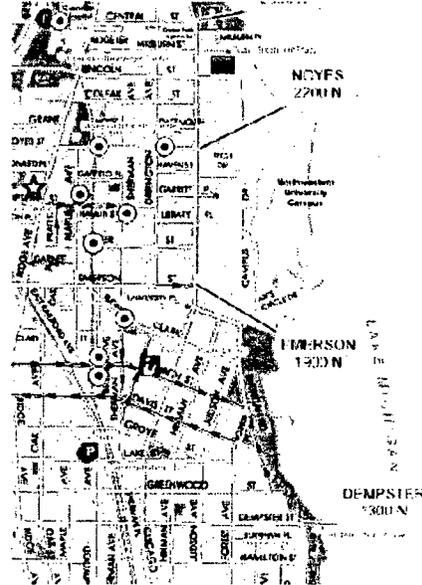
### Add Call Boxes at Four Stations

Davis Street (Two Boxes)

- Foster Street
- Noyes Street
- Central Street

### Add Four Boxes in the Neighborhoods

- Sherman and Elgin
- Sherman and Hamlin
- Simpson and Maple
- Orrington and Noyes



## **Exhibit B – Insurance Requirements for Northwestern University**

It is hereby agreed and understood that the insurance required by the City of Evanston is primary coverage and that any insurance or self insurance maintained by the City of Evanston, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed or the length of time that is specified in the contract.

### **I. General Liability Coverage**

- A. Commercial General Liability
  - (a) \$1,000,000 general aggregate
  - (b) \$1,000,000 products – completed operations aggregate
  - (c) \$500,000 personal injury and advertising injury
  - (d) \$500,000 each occurrence limit
- B. Claims made form of coverage is not acceptable
- C. Insurance must include:
  - (a) Premises and Operations Liability
  - (b) Blanket Contractual Liability
  - (c) Person Injury
  - (d) Explosion, collapse and underground coverage
  - (e) Products/Completed Operations
  - (f) The general aggregate must apply separately to this project/location

### **II. Business Automobile Coverage**

- A. Limits - \$250,000 each person/\$500,000 each accident for Bodily Injury and \$100,000 for Property Damage
- OR
- \$500,000 Combined Single Limit for Bodily Injury and Property Damage each accident
- B. Must cover liability for “Any Auto” – including Owned, Non-Owned and Hired Automobile Liability

### **III. Worker’s Compensation and Employers Liability – If required by Illinois State Statute or any Workers Compensation Statutes of a different state.**

- A. Must carry for Statutory Workers Compensation and Employers Liability limit of:
  - \$100,000 Each Accident
  - \$500,000 Disease Policy Limit
  - \$100,000 Disease – Each Employee

### **IV. Builder’s Risk/Installation Floater**

A. City of Evanston will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of similar nature which are being either used in the work being performed by the contractor or are to be installed or erected by the contractor unless coverage is specifically to be purchased by the City of Evanston and specified in the contract documents.

If coverage is desired for this exposure the contractor may, at his own cost, procure insurance to cover same.

**V. Additional Provisions**

**Additional Insured** – On the General Liability Coverage & Business Automobile Coverage: City of Evanston, and its officers, council members, agents, employees, and authorized volunteers shall be Additional Insureds.

**Endorsement** – The Additional Insured Policy endorsement must accompany the Certificate of Insurance.

**Certificates of Insurance** - A copy of the Certificate of Insurance must be on file with the Law Department.

**Notice** – The City of Evanston requires 30-day written notice of cancellation, non-renewal or material change in the insurance coverage.

The insurance coverage required must be provided by an insurance carrier with the “Best” rating of “A-VII” or better. All carriers shall be admitted carriers in the State of Illinois.