

8/18/2008

51-R-08

A RESOLUTION

Authorizing the City Manager to Accept Donation of Equipment and Software from Cook County on Behalf of the Evanston Police and Fire Departments, and to Participate in the Cook County Interoperable Communications System

WHEREAS, the United States Department of Homeland Security has recognized the importance of swift and effective communication between first responders in the event of a county-wide crisis; and

WHEREAS, recent events in world history have caused Federal, State, and Local Governments to recognize their mutual responsibility to share resources and work cooperatively to prepare for and respond to threats to public health, safety, and welfare; and

WHEREAS, the United States Department of Homeland Security has created the Cook County Interoperable Communications System to link first responders within Cook County; and

WHEREAS, the Cook County Board Judicial Advisory Council has been authorized to act as administrator of equipment and software for the Cook County Interoperable Communications System; and

WHEREAS, the City Council of the City of Evanston had deemed it in the best interest of the citizens of Evanston, as well as beneficial for the larger community within the County of Cook, to accept the donation of

equipment and software from the Cook County Board Judicial Advisory Council on behalf of the Evanston Police and Fire Departments, and participate in the Cook County Interoperable Communications System,

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

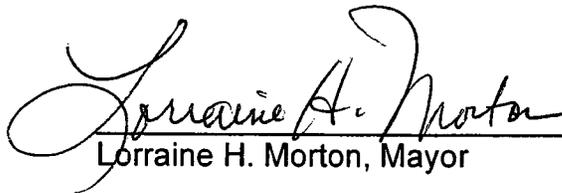
SECTION 1: That the foregoing recitals are found as fact and made a part hereof.

SECTION 2: That the City Council hereby authorizes and directs the City Manager to sign on behalf of the City of Evanston, and hereby authorizes and directs the City Clerk to attest, a Participation Agreement with the County of Cook (attached hereto as Exhibit A and incorporated herein by reference) to accept the donation of equipment and software, and to participate in the Cook County Interoperable Communications System.

SECTION 2: That the City Manager is hereby authorized and directed to negotiate any additional terms and conditions of said Participation Agreement as determined to be in the best interests of the citizens of Evanston.

SECTION 3: That the City Clerk is hereby directed to provide a certified copy of this Resolution 51-R-08 to the Cook County Board Judicial Advisory Council.

SECTION 4: That this Resolution 51-R-08 shall be in full force and effect from the date of its passage and approval in the manner provided by law.


Lorraine H. Morton, Mayor

Attest:


Rodney Greene, City Clerk

Adopted: September 8, 2008

EXHIBIT A

**Participation Agreement with Cook County in the
Cook County Interoperable Communications System**

**COOK COUNTY MOBILE VIDEO AND DATA COMMUNICATIONS
NETWORK**

PARTICIPATION AGREEMENT

This **AGREEMENT** ("Agreement") is entered into by and between the County of Cook ("County"), a body politic and corporate of the State of Illinois, through its Judicial Advisory Council pursuant to authorization from the Cook County Board of Commissioners, and City of Evanston ("Municipality"), an Illinois municipal corporation or public entity as described below.

RECITALS

WHEREAS, recent events in world history have made clear the serious threat posed by terrorism and have caused federal, state and local governments to recognize their responsibility to share resources and to work together cooperatively to prepare for and respond to threats to the public health, safety and welfare; and

WHEREAS, on March 18, 2008, the Cook County Board of Commissioners authorized and approved a contract with Johnson Controls, Inc. ("JCI" or "Contractor" (the "Contract") JCI utilizing funding provided by the United States Department of Homeland Security which is made available to the County through the State of Illinois and its Illinois Emergency Management Agency; and

WHEREAS, pursuant to the Contract, JCI has agreed to install, implement and integrate the Software, and Equipment necessary to establish an interoperable mobile video and data communications network (the "System") and to provide related training, maintenance and support, which shall enhance the ability of public entities within the County ("Participants" or "Participating Municipalities"), as well as the ability of Cook County agencies, to communicate and respond in the event of an emergency, including a disaster; and

WHEREAS, Cook County covers a 940 square mile area which includes 129 municipalities, including Municipality, which employs First Responders charged with responding to emergencies; and

WHEREAS, Municipality is one such governmental entity that wishes to participate in the System as herein described (a "Participant" or "Municipality") and Municipality desires to designate certain persons to become Permitted Users of the System; and

WHEREAS, the County shall permit Municipality, as a Participant, to use certain Equipment and Software and Municipality shall permit JCI or its Subcontractors to provide the Services necessary to Install, Implement and Integrate Equipment and Software as part of the System as set forth herein to permit Municipality's participation in the System; and

NOW THEREFORE, in consideration of the premises and mutual undertakings herein set forth, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties agree as follows:

I. RECITALS

The above recitals are incorporated into this Agreement as if fully set forth herein.

II. INCORPORATION OF CONTRACT AND CAPITALIZED TERMS

The Contract is incorporated into this Agreement as if fully set forth herein. Municipality represents and acknowledges that it has received a copy of the Contract and is familiar with all of the terms, covenants and conditions of the Contract. Municipality agrees that this Agreement and Municipality's use of the System is expressly subject and subordinate to the terms, covenants and conditions of the Contract. Municipality agrees to maintain the confidentiality of this Agreement, including any Addenda hereto, and of the Contract. All capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Contract, unless the context requires otherwise.

III. GRANT OF RIGHTS BY COUNTY; ADDENDA

Pursuant to this Agreement, the County shall make available to Municipality certain Equipment, Software and Services purchased by the County from JCI pursuant to the Contract. The specific Equipment, Software and Services to be provided to Municipality shall be agreed upon in writing in an addendum or addenda signed by Municipality's Project Manager and the County's Chief Information Officer (the "Addendum" or "Addenda"), which Addenda shall be incorporated into this Agreement without need for further action by either party. Subject to this Agreement, the County shall make available to Municipality the applicable benefits made available to Participating Municipalities pursuant to the Contract.

Accordingly, the County hereby grants to Municipality, upon the terms and conditions herein specified, a non-exclusive license to use the Equipment and Software set forth in the Addendum and to participate in the System for the sole purpose of allowing Municipality a non-exclusive and supplementary method of communication in preparing for and responding to public threats or emergencies. Municipality shall have no right to transfer, assign, sublease, or confer any rights or benefits with respect to the use of, the Equipment, Software, Services or System to any third party without the written permission of the County. Such permission may be withheld in the County's sole discretion and shall, in all events, remain subject to the terms of this Agreement.

IV. TERM; RENEWAL; TERMINATION

A. Term of License. The term of this Agreement and the License granted herein shall be for five (5) years commencing upon the date upon which both parties have duly executed this Agreement (the "Effective Date").

B. Renewal. The parties may agree in writing to renew or extend this Agreement. Any renewal or extension shall be subject to the terms of such written agreement to renew or extend.

C. Termination or Limitation of Agreement by County. If, in the County's reasonable judgment, any of the grounds set forth in paragraphs C.1 through C.5 below

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exist, the County shall have the right to revoke or limit the rights granted herein and/or to terminate this Agreement by giving Municipality prior written notice which, in the event of termination, shall be at least thirty (30) days in advance of such termination. Such notification, if it effectuates a limitation or revocation of only a portion of this Agreement, shall be deemed to amend any Addenda in existence as of the time of notification.

1. Municipal Facility, Vehicles or Location Not Appropriate for Inclusion in the System. At County's sole discretion, County may elect not to include a Municipal Facility, Vehicle or location in the System and may notify the Municipality that any Addendum listing such Facility, Vehicle or location shall be modified accordingly, if such Facility, Vehicle or location is no longer available or appropriate for use or inclusion in the Project or System. By way of example only and not as a limitation, County may elect to limit or terminate this Agreement based upon the results of the Survey or upon other circumstances that could not have been reasonably discovered during the Survey.

2. Lack of Funding. This Agreement is predicated on the County receiving grant(s) of funding from the United States Department of Homeland Security, through the Illinois Emergency Management Agency, for its Homeland Security Public Safety Initiative. If, at any time, grant funds are no longer available and continuation of this Agreement could otherwise require contribution of funds by the County, the County may terminate this Agreement.

3. Termination of Contract. This Agreement is predicated on the performance of the Contract. If the Contract or any relevant portion thereof is terminated for any reason, including breach by either party, County may terminate this Agreement. County has no duty to perform obligations that the Contractor fails to perform.

4. System or Component Impractical or Undesirable. If Acceptance Testing, or any other review indicates that the System or any Component is impractical or undesirable, or the Installation, Implementation or Integration of a Component at any Facility or Vehicle is or has become impractical or undesirable, as determined in County's sole discretion, the County may limit or terminate this Agreement.

5. Breach of this Agreement. If Municipality breaches its obligations under this Agreement including, but not limited to, breach through a failure to cooperate with the Installation, Implementation or Integration of the Components or System or a failure to adhere to the Project Plan and any deadlines or time frames established by Contractor or County, County may limit or terminate this Agreement.

D. Termination by Municipality. Municipality may terminate this Agreement upon thirty (30) days prior written notice to the County. Except as otherwise agreed by the County, in the event of termination by the Municipality, Municipality agrees to make payment of the County's estimate of the reasonable costs for the County to de-install the Components from Municipality's Facilities, Vehicles or locations and reinstall the Components at a building, vehicle or location situated elsewhere in the County of Cook. The County shall provide Municipality its estimate of the reasonable cost for County to

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perform such de-installation and reinstallation within sixty (60) days of written request by Municipality.

E. Effects of Termination. Upon the expiration or termination of this Agreement, the County shall have the right, but not the obligation, to remove and take possession of any or all of the Components from Municipality's Facilities, Vehicles or locations. If County elects to remove some or all of the Components, it will give Municipality reasonable notice of such election and Municipality will fully cooperate with County and provide access to allow such removal. Any work required to restore the Facility, Vehicle to its previous condition or to comply with applicable law (e.g., zoning requirements) shall be the responsibility of the Municipality. If County does not elect to remove some or all of its Components, it will transfer title to Municipality and Municipality agrees to accept title through appropriate documentation.

Additionally, upon termination or expiration, Municipality agrees to return to the County any finished or unfinished Materials provided or generated by either Contractor or by County, including the Contract, its Exhibits and Appendices, and any other information or materials of the County that are then in Municipality's possession or control.

V. CONDITIONS OF GRANT

A. Prevailing Condition of Grant. In using the Equipment and Software and accepting the Services, and in using the System, Municipality agrees to be bound by the terms of this Agreement and to perform the obligations imposed on County or on Participating Municipalities under the terms of the Contract to the extent such obligations and terms are applicable to Municipality or to the extent that performance of Contract obligations within Municipality and its Vehicles may be achieved by Municipality.

B. Cooperation. Throughout the term of this Agreement, Municipality, its officers, management, personnel, agents and representatives shall provide the County (including the County's QA Contractor) and Contractor, as applicable, with its full cooperation, commitment and participation to promote the successful completion of the Project and the optimal utilization of the System by the County and its Permitted Users. Municipality will not hinder or delay in any way the Installation, Implementation or Integration of any Component or the System and will adhere fully to the Project Plan and any deadlines or time frames established by the County or Contractor.

C. Access; Building Passes and Clearance; Office Space; Accident Reports.

1. Access. Throughout the term of this Agreement, and upon reasonable notice, Municipality agrees to provide the County and Contractor, as applicable, with a continuing right of access, at no charge, to Municipality's facilities, systems and property, either real or personal, as is necessary or desirable for the Contractor or the County to fulfill their obligations under the Contract or to properly utilize the Components and System, including the installation, testing, maintenance and repair of Components and the System. Municipality's facilities, systems and property shall include, but not be limited, to municipal buildings and towers, the associated equipment rooms, offices, computer rooms, adjunct facilities, roofs, communication closets and other areas, and the relevant information technology systems, routers, firewalls, network

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access servers, dial-in systems, accounting systems, in-car existing hardware, vehicles, and poles as appropriate. For purposes of this section, reasonable notice shall be deemed to be forty-eight hours prior notice, unless exigent circumstances exist, in which case notice will provide a right to immediate access if reasonably possible.

2. Permits, Passes and Clearance. Municipality is responsible for coordinating in advance, with the Contractor or County, as applicable, any building permits/passes, clearances, badges and the like that are necessary or required for obtaining access to, and performing services at, any of Municipality's facilities, systems or property. In the event a Component will be installed for Municipality's use upon property that is not owned by Municipality (e.g., strongbox locations), Municipality shall obtain and provide to the County all required permits and easements that may be necessary to such installation.

3. Office Space. As necessary, for Contractor and County to reasonably and appropriately perform their obligations under the Contract or to properly utilize the Components and System, Municipality shall make available to Contractor and County reasonable office space as well as office supplies, furnishings and telephone.

4. Accident Reports. Accidents to persons or property arising out of or related to the Contract or this Agreement, and occurring either on Municipality's property, including in its vehicles, or involving County or Contractor property or personnel located within Municipality shall be reported promptly by Municipality to the County's CIO. Prompt reporting shall in no event be less than twenty-four (24) hours from the time of the occurrence. Municipality shall provide the County with a written report within two business days of the occurrence. The report shall include the name of person(s) injured or otherwise involved, the name of his or her employer, date, time and location of occurrence, extent of any bodily injury and any damage to property, name(s) of eyewitnesses, the name of anyone who treated the person for injuries sustained, and such other information as may be necessary, appropriate, or requested by the County, from time to time.

D. The Project.

The Contract provides that Contractor shall perform all of the Services and shall provide all of the Deliverables necessary and appropriate to accomplish the Installation, Implementation and Integration of the Components and the System, including with respect to each of the designated Vehicles and Facilities, as described in the Contract and in the Statement of Work and any subsequent versions thereof. All such performance of Contractor is to be in a timely manner and in accordance with the Project Plan described in the Statement of Work. As used in this Agreement, the term "Contractor" not only refers to JCI and its subcontractors, but also to any entity engaged by the County to provide supplementary, substitute or replacement services related to the Components or the System.

Municipality may not extend, enhance or alter the System or its Components without the express written consent of the CIO. However, Municipality shall be responsible for the preparation of Facilities, Vehicles and locations in its possession or under its control so they are ready for Contractor's Installation, Implementation and Integration in accordance with the Project Plan. Municipality shall carefully review the Contract and

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Statement of Work and agrees to perform those County obligations which relate to the Components and System located within Municipality and its Vehicles and locations, to the extent that these obligations may be performed by Municipality. These responsibilities include, but are not limited to the following:

1. Environment for Installation of Components.

a. Facilities and Vehicles. The Contractor, in accordance with the Project Plan, shall conduct a Survey of certain municipal buildings and first responder vehicles to evaluate their readiness for Installation. Municipality understands and agrees that Components shall be installed only if the applicable Facility or Vehicle provides an environment meeting the specified requirements for the Components to be installed. Contractor is required to notify the County in the Survey if the environment in which any Component is to be installed fails to meet these requirements. The County may then allow Municipality a reasonable opportunity to correct such failure or, at County's election, the County may identify a different Facility or Vehicle for the Installation of the Component, which Facility or Vehicle may or may not be Municipality's, in which case the County may terminate or limit/revoke any portion of this Agreement, as appropriate.

As part of the Survey of Vehicles, the Contractor shall determine if a Vehicle already has applicable existing equipment (e.g., in-car video or laptop), whether such equipment will be used in the Project or replaced, and which, if any, software applications will be integrated. To the extent that the Contractor determines that a Vehicle already has applicable existing equipment/software, Municipality consents to the inclusion of this equipment/software as part of the System. Municipality shall retain title to any equipment or software that it contributes to the System and shall bear the risk of loss relating to its equipment/software.

If a Municipality supplies equipment that becomes part of the System, then Municipality must supply Contractor with appropriate tags, decals, or labels ("Asset Tags") to allow Contractor to label all Municipal-owned equipment as such.

Municipality represents that its Vehicles are public safety equipped and that installation of the Components as set forth in the Contract will not void the manufacturer's or supplier's warranties for those Components.

Municipality consents to the Installation, Integration and Implementation of all Components and the System to be provided by Contractor as they relate to Municipality's designated Facilities and Vehicles.

b. Pole-Mounted cameras ("Strongboxes"). The County, in its sole discretion, shall designate the location of Strongboxes. If such designation is located within Municipality, and Municipality agrees with such location, Municipality thereby consents to the Installation, Integration and Implementation of all Components and the System to be provided by Contractor as they relate to the Strongboxes located within Municipality. Municipality understands and agrees that Strongboxes shall be installed only if the location of such installation provides an environment meeting the specified requirements for the Components to be installed.

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Municipality will provide all Municipal decals for Strongboxes to the Contractor.

2. Installation and Integration Testing. The Contractor, in accordance with the Project Plan and with procedures mutually agreed to by the Contractor and County, shall install and test the hardware and software for each Municipal Facility, Vehicle, Strongbox and Hotspot, as applicable, and shall also conduct an end-to-end test of the System. Municipality agrees to cooperate, facilitate and participate in any specific tasks that may be set forth in the Statement of Work, Project Plan or that Municipality has otherwise been notified of and any subtasks reasonably related to the Contractor's testing of the System thereto for the prompt performance of such installation and testing.

Municipality shall participate in Acceptance Testing and shall sign off on its Acceptance of any Component or set of Components as requested by the County's Project Manager. If, during such testing, Municipality believes that there are any deficiencies in such Component(s), the System, or in their operation, Municipality shall immediately notify BOT because, during Acceptance Testing, the County must notify the Contractor of any failures or deficiencies of any Component or set of Components or the System in order for the Contractor to make necessary changes or corrections.

3. Training.

a. Vehicle Training. The Contractor, in accordance with the Project Plan and the procedures mutually agreed upon by the Contractor and County, shall provide training on the use and operation of the in-car Components to the appropriate Municipal Permitted Users who are responsible for the operation of the in-car Components implemented as part of the Project. Municipality agrees to cooperate, facilitate and participate in any specific tasks that may be set forth in the Statement of Work, Project Plan or that Municipality has otherwise been notified of and any subtasks reasonably related to the Contractor's provision of such Vehicle training for the provision and completion of successful training, including having appropriate personnel attend the sessions as scheduled by Contractor and agreed to by County.

Municipality, on or before Installation of Components in its Vehicles, will supply BOT and Contractor with several reasonable dates and times when its Permitted Users are available for training. Notwithstanding the foregoing, the schedule of such training shall be established by Contractor and County and Municipality will do all things reasonably necessary to ensure that its Permitted Users are available for such training on the dates and times set forth in the schedule. If a Permitted User becomes unavailable for training on a certain date, due to circumstances beyond the control of the Permitted User and Municipality, Municipality will notify the Contractor and County immediately. Additionally, Municipality will establish a system whereby it designates alternates for each training slot. Training sessions will be at locations designated by the Contractor and will not exceed eight hours in length with generally five vehicles to be used in a training session with three students per vehicle (one student from each working shift of the day). Training may be provided in a "train-the-trainer" format.

b. Other Training. If a Strongbox is to be located within the jurisdiction of Municipality, Municipality agrees to cooperate, facilitate and participate in training sessions to successfully educate First Responders regarding such Strongbox.

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Municipality agrees to cooperate, facilitate and participate in any specific tasks that may be set forth in the Statement of Work, Project Plan or that Municipality has otherwise been notified of and any subtasks reasonably related to the Contractor's provision of such Strongbox training and/or other training as requested by the County. The method for establishing the schedule and Permitted User availability for Strongbox or any other training is the same as provided in Section V (D)(3)(a) above.

4. Wireless Support Center. The County's Wireless Support Center ("WSC") shall answer questions and provide assistance to Permitted Users regarding the use of Project Components. Municipality agrees that all issues or problems that it or its Permitted Users encounter related to use of the Equipment, Software, or System shall be reported to the WSC promptly, and in no event more than 1 hour from the time such issue or problem arose. Municipality agrees to appropriately instruct all Permitted Users with respect to the use of the WSC and the necessity to report all issues and problems to the WSC including, but not limited to, those related to maintenance, repair and operation of the Equipment, Software or System.

5. Asset Recovery. Title to all of the Components provided pursuant to the Contract shall remain with the County. However, pursuant to this Agreement, Municipality has a revocable license to use such Components and to utilize the System. County shall establish procedures which shall enable it to de-install and recover Project-related Components in a Vehicle that is to be taken out of service either permanently or for an extended period of time, whether due to an accident, retirement, or any other reason. County may de-install and re-install the in-Vehicle Components on terms and conditions and with procedures established by the County, including re-installation in other Vehicles that are not owned or controlled by Municipality. Municipality agrees to cooperate, facilitate and participate in abiding by such terms, conditions and procedures. In the event that Municipality has a Vehicle that receives re-installed Equipment, all the terms and conditions of this Agreement shall apply to such Equipment and Municipality acknowledges that any re-installed Equipment is being reused in its as-is condition at the time with no refurbishing done on the Equipment, unless County agrees otherwise.

6. Equipment Maintenance. Pursuant to the Contract, the County shall pay Contractor to provide Equipment Maintenance Services for a period of one year. The County has the option of paying Contractor to provide up to four additional years of Equipment Maintenance Services following the end of such one-year period of time. Notwithstanding the foregoing, the County may terminate Maintenance Service for certain Equipment upon at least thirty (30) days notice to the Contractor, if the County permanently removes it from productive use within the System. Municipality agrees that it shall immediately notify BOT if it reasonably believes any Equipment is or should no longer be in productive use within the System. Additionally, the County may terminate Equipment Maintenance Services if funds have not been appropriated by the United States Department of Homeland Security and made available to the County through the State of Illinois and its Illinois Emergency Management Agency.

Municipality understands and agrees that County shall provide Maintenance Services for the Equipment located in Municipality's jurisdiction or its Vehicles only to the extent that Contractor provides such services pursuant to the Contract. In the event that the Equipment Maintenance Services of the Contractor are terminated, and County obtains

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replacement services, Municipality agrees that it will only permit servicing of any Equipment or the System by such replacement services. In no event will Municipality undertake to provide or perform Equipment maintenance, including repairs, without the express written authorization of BOT.

Municipality Responsibilities. Municipality agrees to perform responsibilities related to Equipment located in Municipality's jurisdiction or its Vehicles. Such responsibilities include, but are not limited to:

- cooperating with Contractor and County to develop, maintain and update an inventory of Equipment; returning to Contractor all defective CRU's ("Customer Replaceable Unit") (e.g., keyboards, memory, or hard disk drives) within thirty (30) days of the County's receipt of the replacement CRU;
- ensuring that any access codes Contractor provides to the County and County in turn provides to Municipality will only be given to those authorized by the County to receive such codes; and
- providing Contractor and County with information they reasonably request which is related to provision of Maintenance Services and notifying Contractor and County of any changes to such information; and
- Any other or additional responsibilities set forth in the Statement of Work.

Spares. If County decides to store either repair parts or "Spares" at a location controlled by Municipality, Municipality will provide secure storage space and be responsible for all loss of or damage to any parts to the same extent that County has agreed to be so responsible under the terms of the Contract.

Exclusions. Maintenance Services of Contractor shall not cover damage caused by intentional or malicious acts of vandalism, motorized vehicles or acts of God. In such event, the cost of maintenance or repair shall be borne by Municipality, unless the County otherwise agrees.

Notification to WSC. Municipality agrees to promptly notify the WSC of any issues and problems regarding the Equipment or System, including the need for maintenance, repairs or the occurrence of malfunctions to the Equipment or System.

Cooperation. Throughout the term of this Agreement, Municipality also agrees that it will fully cooperate with County and Contractor so that such maintenance and repairs may be performed, including allowing access to all Municipal -controlled property. Municipality agrees that Contractor may install any and all mandatory engineering changes. Additionally, Municipality agrees that it will allow the installation of any feature, conversion or upgrade of any Equipment within thirty (30) days of its delivery. The County may install, or alternatively may direct Municipality to install virus protection programs.

7. Software. Pursuant to the Contract, the County shall pay Contractor to provide software support for a period of time that ends, depending on the software, anywhere from one to five years.

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Municipality understands and agrees that County is only obligated to provide software support to the extent that Contractor provides or makes available such services pursuant to the Contract. In the event that the software support services of the Contractor are terminated, and County obtains replacement services, Municipality agrees that it will only utilize software support provided by such replacement services. Further, in no event will Municipality provide software support, without the express written approval of BOT, and a representative authorized by BOT must perform any such approved software support.

Municipality consents to and will cooperate, facilitate and participate in the installation of any patches, fixes, new releases or versions of software, when, and as, determined by County.

Municipality Responsibilities. Municipality agrees to perform such responsibilities as they relate to software support available to it. Such responsibilities include, but are not limited to:

- ensuring that any mobile equipment is transported to the repair site designated by Contractor;
- adequately protecting the System and all data contained in it whenever Contractor remotely accesses it;
- providing sufficient, free and safe access to Municipality-owned and controlled facilities and Vehicles for Contractor to fulfill its obligations;
- having specified equipment or programs installed at its locations if software support is provided through a telecommunications link;
- Any other or additional responsibilities set forth in the Statement of Work.

Exclusions. Warranties for software support will be voided by misuse, accident, modification other than by Contractor, unsuitable physical or operating environment, operations in other than the specified operating environment, or failure caused by a software product for which Contractor is not responsible. In such event, the cost of software support shall be borne by Municipality, unless the County otherwise agrees.

Notification to WSC. Municipality agrees to promptly notify the WSC of any issues and problems regarding software support. Throughout the term of this Agreement, Municipality also agrees that it will fully cooperate with County and Contractor so that such software support may be provided, including allowing access to all Municipal-controlled property.

Use of Software. The Contractor shall provide software licenses for the software it supplies pursuant to the Contract. The Contract provides that Permitted Users may access and use the Software for all normal business purposes in the operation of the System or of any Component. Pursuant to the Contract, Municipality shall have the right to make back-up copies of the Software as are reasonably sufficient to support its use of the Software, but all such copies shall be subject to the rights of the Contractor, and any applicable third-party licensors except in those instances in which the Software is being developed pursuant to the Contract for the System and constitutes County Materials owned by the County. Upon request, the County shall provide Municipality with copies of the software licenses it has received from Contractor.

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8. Municipality Project Responsibilities. The successful completion of the Project and the operation of the System require the commitment and participation of Municipality's management and personnel. Municipality agrees to perform such responsibilities under the Contract as relate to the Components and System located within Municipality, including, but not limited to, the following:

- providing operational information and data within three (3) working days of Contractor's or County's request;
- providing access to support personnel as necessary to complete the Project;
- notifying and scheduling personnel for education, meetings, and reviews;
- communicating to the Contractor and County on the overall Project progress;
- designating Municipality's Permitted Users and scheduling their attendance at training sessions, supplying the contact information for the person who will coordinate such training for Municipality;
- cooperating with the designation of the locations of hotspots within Municipal buildings and Vehicles, and the location of Strongboxes for installation of the Equipment;
- obtaining all necessary permits to allow completion of the Project activities in accordance with the Project Schedule;
- providing a Municipality Project Manager to serve as the single point of contact who has specific authority to make all necessary decisions regarding any aspect of the Project performed in Municipality;
- providing a sample Municipality Asset Tag to the Contractor;
- obtaining any necessary or required equipment IDs and receiver programs for LEADS2000 and ALERTS.net;
- obtaining proper authorization with regard to IP addresses that are to be used to access the iCLEAR system, prior to the relevant equipment installation;
- establishing, prior to Equipment Installation, a cellular communications account with the cellular communications provider for the System with respect to each Vehicle modem and making all required payments of charges under such account; provided, however, that if funding becomes available for this purpose, the County may assume this expense to the extent of such funding;
- the required power source for Strongbox installations;
- supplying 110 volt AC service and building ground access at the point of installation for the Cisco 1300 Bridge Power Injector, as installed as part of the Project;
- promptly obtaining all required permits and consents necessary to install, implement and test the Components and the System within Municipality; and
- providing a phone line for inbound calls to the Wireless Support Center; and
- Any other or additional responsibilities set forth in the Statement of Work.

9. Minimum Requirements. In order for the County to either designate a municipal building or Vehicle as appropriate for Installation or continued Installation of a

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Component, either before or after the Survey, Municipality and its Facilities, Vehicles and locations must perform certain responsibilities, which include, but are not limited to the following:

- Municipality shall have available sufficient "real estate" or space for the installation of the required Equipment;
- the applicable environment where communication equipment is to be installed as part of the Project will meet OSHA requirements;
- appropriate HVAC will be provided for hardware installed as part of the Project;
- Municipality will provide sufficient power and CAT5 connections, and receptacles as necessary;
- Municipality will provide user IDS and receiver applets for the in-car software applications;
- Municipality's vehicles must be public safety equipped;
- Municipality will provide a police escort when required when a Strongbox is installed, taken down for repair, or reinstalled, at no charge;
- Municipality is responsible for any overtime, travel expenses, or other payments for Permitted Users when they attend training classes;
- legacy camera coax cable will be run by Municipality;
- Municipality Asset Tags will be provided by Municipality to Contractor at least seventy-two (72) hours prior to the date and time of scheduled Installation;
- all municipal decals for strongboxes will be provided by Municipality to Contractor at least seventy-two hours prior to the date and time of scheduled installation;
- Municipality will be responsible for requiring and monitoring adherence to appropriate standards when Project Equipment is used for Internet browsing; and
- Municipality's existing vehicle computers and dedicated personal computers for the viewing station must meet the minimum requirements set forth in the Statement of Work; and
- Any other or additional responsibilities set forth in the Statement of Work.

VI. ADDITIONAL CONDITIONS

It is the responsibility of Municipality to carefully review the Contract, including Part II – the General Conditions ("GC's") because Municipality agrees to be bound by these general conditions to the same extent as County and Municipality agrees to perform County's obligations under the Contract relating to the Components and System located within Municipality and its Vehicles, to the extent that these obligations may be performed by Municipality.

A. Confidentiality. Municipality shall protect Contractor and County Confidential Information, including the Statement of Work, Project Plan and any other appendices to the Contract (collectively, "Contract Documents"), to the same extent that the Contractor and County agree to protect such information. Municipality recognizes and agrees that the Contract Documents are sealed and shall be kept sealed and strictly confidential for the reasons set forth in the Contract, including but not limited to the fact that disclosure

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would jeopardize the security of the System. However, the County and Contractor recognize that Municipality needs to have personnel review the Contract Documents as necessary and appropriate for the performance of its assigned duties or to participate in or utilize the System. Therefore, Municipality shall appropriately limit access to, and protect the confidentiality of, such Contract Documents and any and all other Project-related documents. Municipality acknowledges that it has received one copy of the Contract Documents and agrees that it shall make no other copies. Municipality shall designate one contact person who is responsible for maintaining the copy under lock and key, with review of such copy limited as set forth herein. Municipality is advised to review the Contract at GC-7.1, Confidentiality.

B. Proprietary Rights. Municipality acknowledges and agrees that County owns all right, title and interest in County Materials and all copyrights of the United States and any other country recognizing such rights, pertaining thereto. Municipality agrees to be bound by the terms of GC-7.2, Proprietary Rights regarding County's proprietary rights. Municipality agrees to reproduce the copyright notice and any other legend of ownership on any copies of Materials or County Materials.

C. Personnel and Policies.

1. Background Checks. Municipality shall ensure that background checks are obtained and documented with respect to all its personnel or agents, including all Permitted Users, who are involved in Installation, Implementation or Integration of the System or who have access to the System or any of its Components. The background checks must comply with the requirements set forth in the Contract, at GC-8.1(B). The background checks shall be current as of the date that the individual is first involved with the System and shall include investigation and identification of all state or federal misdemeanor or felony convictions of such individual or criminal charges pending against such individual. At the request of the County, Municipality shall deliver a written certification that it has performed, and the subject individual has passed such verification procedures. As necessary, Municipality shall provide for replacement personnel, as provided in the procedure set forth in the Contract, at GC-8.2(C).

2. Liaison. The CIO or his designee (which shall include the County's QA Contractor), shall at all times act as the primary liaison for the County, including contacts between the County and Municipality. Municipality's Project Manager or his/her designee shall at all times act as the primary liaison for Municipality, including contacts between Municipality and County.

3. County Policies and Procedures; Cooperation with QA Contractor. Municipality covenants that it and its agents, personnel and Permitted Users who are involved in Installation, Implementation or Integration of the System or have access to the System or any of its Components shall at all times comply with and abide by all reasonable policies and procedures of the County (as such may exist or be revised or established from time to time) that relate to the Project, including the Project Plan, and the System. Municipality also covenants that it and its agents, personnel and Permitted Users shall at all times fully cooperate with the County's QA Contractor.

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D. Insurance. With the exception of professional errors and omissions insurance, Municipality, throughout the term of this Agreement, shall comply with the insurance obligations, and maintain the insurance, also required of the Contractor as set forth in the Contract, at GC-9, Risk Management, including but not limited to, naming Cook County and the employees of Cook County as additional Insureds under such policies, and requiring that all such policies waive the insurers rights of recovery, under subrogation or otherwise, against the County.

Additionally, upon installation of any Components by either the Contractor or by the County, within Municipality or in its Vehicles, Municipality shall bear the risk of loss for any damage or loss to such Equipment or Software. Accordingly, throughout the term of this Agreement, Municipality shall procure and maintain property insurance that shall provide coverage against all risks of physical loss and/or damage on a full replacement cost valuation basis without deduction for depreciation. Such insurance shall list Cook County as a named insured and loss payee.

Moreover, Municipality shall procure and maintain business interruption insurance in sufficient amounts to protect Municipality against any losses that it may suffer due to the interruption of its business or operations arising out of, or related to, directly or indirectly, the Project, or the operation or malfunction of any Equipment, Software or the System.

If Municipality self-insures or does not insure against such risks as required herein, then Municipality agrees to provide County with the equivalent benefits and protections that would otherwise be afforded to County if Municipality procured and maintained such insurance. Any deviations from the provisions of this Section D, Insurance, must be approved in writing by the County's Risk Manager.

E. Release and Indemnification. Municipality is not making any payment to the County for implementing the Project or the System. In entering into the Contract and this Agreement, County seeks to enhance the ability of First Responders located in Cook County to communicate and respond to threats or emergencies. Accordingly, in consideration of the terms and conditions of this Agreement, with the exception of intentional torts committed by County, Municipality hereby releases and agrees to indemnify and hold harmless the County, and all of its present, former and future officers, 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 Agreement or to the use of the System by Municipality.

F. Covenant Not to Sue. Excluding any action to enforce the terms of this Agreement, Municipality hereby covenants and 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, shareholders, directors, partners, 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, its officers, commissioners,

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employees, attorneys, agents or assigns, arising out of, or from, or otherwise relating, directly or indirectly, to this Agreement.

G. Third Party Beneficiaries. The Contract between Contractor and County does not create any right or cause of action for any third party, including Municipality, nor is Contractor responsible for any third party claims against the County and its Permitted Users except as described in the Contract with regard to its indemnification responsibilities pertaining to intellectual property and bodily injury or damage to real or tangible personal property. As to the Contractor's intellectual property indemnification responsibilities, as described in GC-13.2, Intellectual Property, Municipality shall adhere to the terms and procedures set forth in that section, including but not limited to returning the applicable allegedly infringing Materials or Components to Contractor. Notwithstanding the foregoing, the Contractor has acknowledged that Municipalities, as Permitted Users of, and participants in, the System, shall receive Services hereunder. Accordingly, in return for the County's agreement with Contractor that any claim or suit arising out of the enforcement of the Contract may be brought exclusively by County, the Contractor has agreed to refrain from asserting, as a defense to any such claim or suit: (1) any lack of contractual privity as between the County and a Municipality; or (2) that Municipality, rather than the County, had sustained the damages which are the subject of the claim or suit. Municipality is advised to review the Contract, at GC- 14.26, Third Party Beneficiaries.

Municipality acknowledges and agrees that any claims or relief it seeks arising out of the Contract shall be limited to claims brought by the County against the Contractor as herein described. The County, in its sole discretion, shall determine whether it shall file any such claims or seek such relief. Municipality agrees that it shall have no right to bring suit against or to seek relief from the County with respect to any decision by County to file or refrain from filing suit or to seek relief against the Contractor. Municipality releases and forever discharges the County from any claims it may have against the County arising from County's contractual relationship with the Contractor. The maximum liability of Contractor for actions arising under the Contract, and the maximum liability of the County and any Municipality for actions arising under the Contract are as set forth in the Contract. Municipality is advised to review the Contract, at GC-11, Damages; Maximum Liability of the County and Contractor.

Nothing in this Agreement shall create any rights in or confer any benefits upon third parties, nor shall this Agreement define or limit the duties and obligations of the Contractor under the terms of the Contract.

H. Availability of Pricing to Municipalities. During the course of the Project, Contractor shall make the Equipment and Software described in the Initial Statements of Work available to the Municipalities at the pricing set forth in such Statements of Work, for the time period mutually agreed upon by the County and Contractor (but not less than for a one (1) year period commencing on the date of execution of such Statements of Work by the County. Any purchases by such Municipalities shall be made pursuant to separate contracts between Contractor and the applicable Municipality. However, the volumes of Equipment and Software licenses reflected in such purchases shall be counted in the determination of whether the volumes required to achieve the pricing levels set

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forth in the Initial Statements of Work have been reached and shall apply to further purchases by either the County or by any Municipality.

If Municipality elects to make purchases of items which are subject to such pricing, such purchases shall be made pursuant to separate contracts between Contractor and Municipality. Municipality is advised to review the Contract, at GC-12.5, Pricing: Availability of Pricing to Municipalities.

I. Publicity. Municipality shall submit to the County all press releases and other publicity matters relating to this Agreement and shall not publish or disclose such publicity materials without the prior written approval of the County.

J. Required Consents. Under the Contract, the County is obligated to obtain and provide to Contractor all Required Consents necessary for Contractor to provide the Services described in the Contract. As applicable, Municipality will be obligated to obtain and provide County with such Required Consents. A Required Consent means any consents or approvals required to give Contractor or its subcontractors the right or license to access, use and/or modify (including creating derivative works) the hardware, software, firmware and other products not provided by Contractor under the Contract, to enable Contractor and its subcontractors to perform the Services set forth in the Contract without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products. Contractor will make the County aware of the need for any Required Consents of which Contractor is aware, and County shall make Municipality aware of the need for it to procure any Required Consents of which Contractor notifies County.

Municipality shall hold the County harmless against any and all claims or liability arising from, in connection with, related to, or as a result of any claim arising from Municipality's failure to provide Required Consents to the extent they are necessary to provide Services with respect to Components licensed to Municipality pursuant to this Agreement.

K. Municipality Data. Municipality is solely responsible for the actual content of any Municipal data file, the selection and implementation of controls on its access and use, and procedures for the security of stored Municipal data.

VII. MISCELLANEOUS TERMS

A. Force Majeure. Neither County nor Municipality shall be liable for failing to fulfill any obligation under this Agreement to the extent such failure is caused by an event beyond such party's reasonable control and which event is not caused by such party's fault or negligence. Such events shall include acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

B. No Joint Venture. This Agreement shall in no event be construed in such a way that either County or Municipality constitutes, or is deemed to be, the representative, agent, employee, partner, or joint venturer of the other. The parties shall not have the authority to enter into any agreement, nor to assume any liability, on behalf of the other party, nor to bind or commit the other party in any manner, except as expressly provided herein.

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C. Notice. All notices required to be given pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if personally delivered, or if deposited in the United States mail, registered or certified return receipt requested, or upon receipt of facsimile transmission. Notice given as provided herein does not waive service of summons or process.

If to the County, to:

Chief Information Officer
Cook County Bureau of Technology
69 W. Washington Street
Suite 2700
Chicago, IL 60602
Telephone: 312.603.1400
Facsimile: 312.603.9905

And to:

Daniel Coughlin, Executive Director
Cook County Judicial Advisory Council
69 W. Washington Street
Chicago, IL 60602
Telephone: 312.603.1133
Facsimile: 312.603.9974

If to Municipality, to:

City of Evanston

Richard Eddington, Chief of Police

1454 Elmwood Avenue

Evanston, Illinois 60201

Telephone: 847-866-5005

Facsimile: 847-866-9686

D. Governing Law and Forum. This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

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E. Severability. The parties agree that, to the extent that a court of competent jurisdiction shall determine that any part or provision of this Agreement is unenforceable as a matter of law, the portion deemed unenforceable shall be severable and the remainder of the Contract shall survive and continue in full force and effect in accordance with the terms thereof.

F. Entire Agreement. This Agreement constitutes the entire agreement of the County and Municipality with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between Contractor and County with respect to the subject matter hereof. The headings of articles, paragraphs and sections in this Agreement are included for convenience only and shall not be considered by either party in construing the meaning of this Agreement.

G. Approval Required and Binding Effect. This Agreement between County and Municipality shall not become effective unless executed by a representative of the Judicial Advisory Council as authorized by the County Board. This Agreement constitutes a legal, valid and binding agreement, enforceable against Municipality and, once duly authorized and executed as set forth herein, against the County.

H. Waiver. No term or provision of this Agreement shall be deemed waived, and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default by or on the part of any party.

I. Survival. Any provisions of this Agreement that impose continuing obligations upon a party or, by their nature or terms, would be reasonably understood to have been intended to survive and continue in force and effect after expiration or termination of this Agreement, shall remain in force and effect after such expiration or termination for so long as so intended.

J. Governmental Immunity. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, neither the County nor Municipality has, and in no event shall either of them be construed to have, waived any rights or defenses of governmental immunity that it may have with respect to any matters arising out of this Agreement or performance hereunder.

K. Representations. Municipality represents that it has the authority to enter into this Agreement and undertake the duties and obligations contemplated by this Agreement and that it has taken or caused to be taken all necessary action to authorize the execution and delivery of this Agreement. Municipality represents that it shall comply with all applicable laws, regulations and ordinances.

M. Interpretation. For the purpose of construing this Agreement, unless the context otherwise requires: i) words in the singular will be deemed to include words in the plural, and vice versa; ii) a reference to the County includes the County's officers, commissioners, employees, attorneys, agents (including, where applicable, the County's

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QA Contractor) and assigns; and iii) a reference to Municipality includes its officers, members, employees, attorneys, agents and assigns.

N. Audit; Examination of Records. Municipality agrees that, upon receipt of a reasonable written request, the County Auditor or any of its duly authorized representatives shall, until three (3) years after the expiration of this Agreement, have access and the right to examine any books documents, papers, and electronic records of Municipality related to its compliance with the terms of this Agreement and its participation in the System. Municipality also agrees to permit the Illinois Emergency Management Agency and/or the United States Department of Homeland Security, or their designees, to perform such audits or examinations relative to its participation in the Project and the System and agrees to cooperate fully therewith.

WHEREFORE, the Parties have signed and executed this Agreement as of the Date written below in the County of Cook, State of Illinois.

Date: 9/29/08

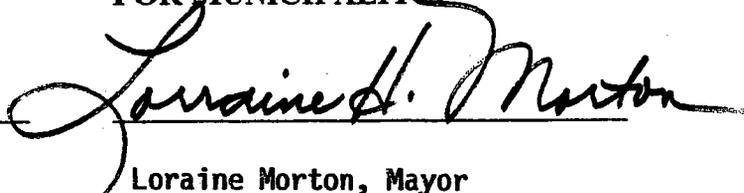
FOR COUNTY:

FOR MUNICIPALITY:

Daniel Coughlin

Executive Director

Cook County Judicial Advisory Council



Loraine Morton, Mayor

City of Evanston