

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE COUNTY OF COOK COUNTY  
AND  
THE VILLAGE OF ORLAND PARK**

**THIS MEMORANDUM OF AGREEMENT** (the “Agreement”) is made and entered into by the County of Cook, a body politic and corporate of the State of Illinois (hereinafter referred to as the “County”), by and through its Department of Emergency Management and Regional Security (“DEMRS”), and the Village of Orland Park, an Illinois unit of local government (hereinafter referred to as the “Municipality”), each a “Party” and collectively the “Parties”.

**WHEREAS**, the County has established a system of communications and warning to ensure that the county’s population and emergency management agencies are warned of developing emergency situations and can communicate emergency response decisions; and,

**WHEREAS**, the County has a Master Services Agreement subscription services contract with Everbridge, Inc., attached hereto as Exhibit 1 (hereinafter referred to as the “Contract”) for the provision of Countywide alert and mass notification services in support of its AlertCook Initiative (hereinafter referred to as the “notification system” or “system”); and,

**WHEREAS**, the County is funding and providing the notification system at no local cost to eligible municipalities during the term of the Contract and any orders, quotes, or renewals entered into thereunder, contingent upon an annual appropriation by Cook County; and,

**WHEREAS**, emergency management powers and constructs safeguarding the life and property of its citizens are an innate responsibility of the governing political body of each municipality of the County; and,

**WHEREAS**, the Municipality desires to utilize the notification system provided by the County to transmit alerts, notifications, and other authorized public safety messaging to residents, businesses, and visitors located in or transiting through their municipality, while performing its powers.

**NOW, THEREFORE**, in consideration of the cooperative effort between the Parties contained herein, the Parties agree as follows:

**1. INCORPORATION OF RECITALS**

The above recitals are incorporated into this Agreement by reference and made a part hereof.

**2. DEFINITIONS**

“Account” – the access point to the we-based Everbridge Suite platform. Accounts are segmented into Organizations and are typically segmented further into numerous groups.

“Contact” – individuals who may receive notifications from or through the notification system, including any individual person who provides their personal contact information through an opt-in portal.

“Opt-in” – the process whereby a Contact subscribes to receive notifications through an organization specific web portal, or by sending the Subdivision’s keyword(s) or zip code(s) to an established SMS short code.

“Opt-Out” – Contact and address point data loaded into the Everbridge Platform by a municipality without the intervention of the Contract.

“Organization” and “Org” – In the Everbridge Platform, an organization in the Everbridge Platform contains a Contact database and the capability to send notifications. Each Org has a mapping feature that allows Users to send notifications based on registered locations of Contacts. Orgs can be configured with a variety of settings and Users can view and create numerous reports.

“User” – Individuals assigned roles and granted permission to manage Users, manage Contacts and groups, edit settings, and/or send notifications with the Everbridge Platform.

### **3. TERM OF AGREEMENT**

This Agreement is effective on the date of execution by the last-signing Party and shall remain in effect for the duration of the Contract and will automatically renew with each renewal quote or under thereunder for Everbridge notification system services, unless terminated pursuant to the Agreement.

### **4. DUTIES AND RESPONSIBILITIES**

#### **A. Cook County**

The County:

- i. Reserves the right to access the Municipality’s account or organization in the system for purposes of contract management, and to monitor its system activity and usage.
- ii. Will limit the number of personnel with high-level administrative access credentials to the system and will take reasonable efforts to prevent the unauthorized disclosure of Contact information.
- iii. Reserves the right to launch a countywide notification to all available “opt-in” Contact data in the system resulting from a catastrophic natural or technological disaster, a widespread public health emergency, an imminent or actual attack of a foreign military power, or a similar emergency where a delay to coordinate locally initiated notifications would endanger the health and safety of the County’s population.
- iv. Reserves the right to require certain notification subscription options be set to “mandatory” in a subdivision’s public-facing opt-in portal, including:
  - a. Tornado Warnings
  - b. Flash Flood Warnings

## **B. Municipality**

The Municipality:

- i. Agrees to abide by the applicable terms of the Contract, including sections 3.1 and 3.2, and the Everbridge Acceptable Use Policy, attached hereto as Exhibit 1 and Exhibit 2, respectively.
- ii. Agrees to place a “powered by AlertCook” icon that shall encompass no greater or less than 10% of the banner image of the County’s public-facing opt-in portal(s) for continuity with Cook County’s branding.
- iii. Agrees to the following items/tasks falling under the categories of on-boarding, maintenance, and user training:
  - a. On-Boarding: Designation of at least one resource (preferably a technical resource) who will be responsible for:
    - i. Providing initial load of municipal employee data in Everbridge format.
    - ii. Working with Everbridge Implementation Specialist team for configuring the two allocated Everbridge Organizations.
    - iii. Ownership of creating and maintaining of Everbridge users.
  - b. Maintenance: Designation of at least one resource (preferably a technical resource) who will be responsible for:
    - i. Ongoing maintenance and refresh of municipal employee data.
    - ii. Ongoing template maintenance/creation as needed.
    - iii. Act as the main point of contact for Everbridge related tasks and initiatives.
  - c. User Training: Designation of at least one resource who will be responsible for organizing user training on a yearly basis.
- iv. Acknowledges the following authorized uses of the system and agrees to limit use of the system to those uses, defined by the County as the following categories of notifications:
  - a. Population protective actions, such as evacuation orders, shelter-in-place warnings, boil water notices, and similar actions;
  - b. Emergency preparedness and response information, such as the availability of sand bag stations for flood-fighting efforts, notification of planned or anticipated disruption of municipal services & municipal or commercial utilities, the establishment of emergency shelters, implementation of curfews and other law enforcement security measures, the designation of security zones around specific planned events, the establishment of keywords for event-specific messaging, and other similar messaging that conveys a change in the Municipality’s steady-state operational posture;
  - c. Disaster recovery information, such as the location of disaster recovery centers, availability of voluntary agency or governmental disaster recovery assistance, and updates on debris clearance and the allowance of re-entry into a portion of the Municipality impacted by a disaster.

- d. Emergency preparedness exercises, including operational tests of notification capability and public notification of functional or full-scale public safety and emergency management exercises occurring within the jurisdiction.
  - e. Law enforcement searches, for a missing person or a manhunt for escaped convicts or suspects evading arrest.
  - f. Automated weather warnings provided by the National Weather Service.
  - g. Notification and recall of Municipality employees, contractors, and other response partners, that support the activation of the Municipality's Emergency Operations Center or supplement the staffing of existing public safety response and recovery functions, including the staffing of specialty response teams.
- v. Acknowledges that access to Integrated Public Alert and Warning System (IPAWS) and Emergency Alert System (EAS) initiation features available in the system is contingent on the County:
- a. Acquiring its Collaborative Operating Group (COG) license from the Federal Emergency Management Agency (FEMA);
- vi. Agrees to develop a written Standard Operating Procedure (SOP) that governs access to and use of the notification system within the Municipality, to include, at minimum, the following topics:
- a. Defining the local organization administrator(s);
  - b. Defining procedures for requesting administrative access within the jurisdiction and the training requirements for granting such access;
  - c. Establishing a message drafting and approval process;
  - d. Discussing the difference between "opt-in" and "opt-out" Contact data, limiting the use of "opt-out" data to imminent or actual life-threatening emergencies, and considering the time of day when initiating notifications that use "opt-out" data; and
  - e. Specifying the responsibility and frequency of periodically reviewing all administrative user accounts within the Municipality's organization(s) to validate the continued relationship and need for access of each current user.

The SOP must be developed within sixty (60) days of the effective date of this Agreement and is subject to review by the County at any time during the Agreement.

- vii. Acknowledges that the Contractor provides additional notification system capabilities and services which are **not** covered under the County's Contract for the notification system (hereinafter referred to as "non-covered services"). If the Municipality desires to enhance their notification capabilities by adding noncovered services to their organization(s), then the Municipality will be responsible for any additional costs incurred as a result of adding those services, plus any costs arising from technical support of the non-covered services, payable directly to the Contractor. The Municipality will notify the County of its intent to add noncovered services prior to deployment, and will provide an additional notification after

deployment, with the intent of maintaining visibility on the Contractor's provision of support and maintenance on covered features.

**5. POINTS OF CONTACT**

The Parties shall direct all matters arising in connection with the performance of this Agreement to the attention of the respective contact person(s) named below for resolution or action:

**For the County:**

Amanda Deacon, Supervisor  
Emergency Information Operations Unit  
69 West Washington Street, 26<sup>th</sup> Floor  
Chicago, IL 60602  
Telephone: (312) 415-0975  
Email: [Amanda.Deacon@cookcountyil.gov](mailto:Amanda.Deacon@cookcountyil.gov)

**For the Municipality:**

Ronald Ahrendt, ESDA Coordinator  
Orland Park Police Department  
15100 Ravinia Ave,  
Orland Park, IL 60462  
Telephone: (708) 364-4997  
Email: [rahrendt@orlandpark.org](mailto:rahrendt@orlandpark.org)

**6. TERMINATION OF AGREEMENT**

The Parties may terminate this Agreement at any time upon thirty (30) days' written notice to the contact person(s) specified herein.

**7. LIABILITY**

Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either Party of its sovereign. Nothing herein shall be construed as consent by either Party to be sued by third parties.

**8. EXHIBITS**

This Agreement has the following exhibits which are incorporated into this Agreement as if fully set forth herein.

- Exhibit 1      Everbridge Master Services Agreement
- Exhibit 2      Everbridge Authorized Use Policy

**END OF PAGE  
SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates appearing beneath their respective signatures.

**ON BEHALF OF COOK COUNTY**

**ON BEHALF OF ORLAND PARK**

\_\_\_\_\_  
Angela Gilkes, Interim Executive Director

\_\_\_\_\_  
George Koczwara, Village Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 1**  
**EVERBRIDGE MASTER SERVICES AGREEMENT**

**EXHIBIT 2**  
**EVERBRIDGE ACCEPTABLE USE POLICY**