

COOK COUNTY EMERGENCY COMMUNICATIONS INTEROPERABILITY PLAN

FACT SHEET

BACKGROUND

In the beginning of 2006, the U.S. Department of Homeland Security's Urban Area Security Initiative (UASI) Working Group, The Office of the President of the Cook County Board of Commissioners, Cook County Sheriff's Department, and the City of Chicago presented a plan to provide interoperable communications systems for First Responders throughout Cook County. The goal of this project is to establish an affordable, easy-to-use radio system that will ensure every municipality in Cook County can establish and maintain voice communication with neighboring jurisdictions during an emergency situation.

This collaborative initiative is near completion. The primary components that are now available for use and deployment by your municipality's First Responders are as follows:

- 1.) Four Portable Radio units, two for police and two for fire, with mobile mounted chargers (including installation) that would be installed in first responder vehicles that you select. The radios would be in the field and tuned to the Interoperability call channel at all times, to be used in the event of an emergency requiring interoperable communications. These radios will also have select Cook County Sheriff's Radio Channels, and the Starcom 21 channels, which allow for Statewide Interoperability.
- 2.) A command center mounted base station, (or programming of the present ITTF base station), for communications on the channels described above.

COST

The initial cost to install the new County owned equipment in your four vehicles and base station, if required, will be covered by this initiative without charge to your Village. The equipment will remain titled to Cook County.

However, the annual shared radio network maintenance fee for each radio will be \$240.00. If you have four portables and one base station the total annual fee will be \$1,200.00 per year. During the initial years of this project, we may obtain funding that may reduce this fee, if received; we will reduce the fee accordingly.

The portable and base station equipment that we provide to you is covered under warranty for the first three (3) years, when a warranty plan is purchased after the three year term; the exact pass thru cost will be quoted and passed thru to the Village. We estimate the annual cost for each individual radio after the warranty has expired to be \$85.00 per year.

These costs and charges are explained in the Memorandum of Understanding (MOU) that we have attached for your review and approval, if you decide to participate in this program.

Please review the attached MOU, and if you decide to participate in this program please forward the signed agreement as well as the Radio Request Form for each of four (4) portables and one (1) base station being requested. These requests will be reviewed and the Cook County Sheriff's Department will be contacting you in order to fulfill this request.

WHAT'S NEXT?

We are presently working with the City of Chicago to establish UHF channels in the near future for interoperability, and will make notification to you when these channels are made available.

We will convene a radio users committee comprised of a diverse group of radio users from Suburban Cook County Agencies; that will provide input and monitor the on-going participation and costs of this program, and provide input to the Cook County Sheriff's Department as the operator of this Radio Network.

We strongly urge you to continue the programming of your conventional VHF portable and mobile radios to the Cook County Sheriff's Department channels as previously proposed, so that your present VHF equipment will be an additional form of radio communications in the event of an emergency.

We are pleased to offer this service, and continue to expansion of these resources to improve Radio Communications throughout Cook County. If you have any questions, please do not hesitate to contact the Office of the Sheriff at (708) 865-6520.

INTERGOVERNMENTAL AGREEMENT

PUBLIC SAFETY INTEROPERABLE COMMUNICATIONS RADIO LOAN

This INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into as of _____, 2009 (the "Effective Date") by and between the County of Cook (the "County"), a public body corporate of the State and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, on behalf of the Cook County Sheriff, ("Sheriff"), and _____ (the "Recipient"), a unit of local government of the State of Illinois.

RECITALS:

WHEREAS, the County and Recipient are part of a regional collaboration to enhance interoperable public safety communications capabilities throughout Cook County; and

WHEREAS, the Illinois Emergency Management Agency ("IEMA") has received various grant funds from the U.S. Department of Homeland Security, to support interoperable communications projects within the State; and

WHEREAS, in 2007, the IEMA awarded grant funding to the County to accomplish certain projects, including: (1) Upgrading the County's digital trunked radio system ("Digital Trunked System") to be P25 standard compliant (including the connection of County and municipal radios to the State of Illinois' StarCom 21 system, thereby allowing state-wide communication) and (2) Providing links from the County's Digital Trunked System to achieve interoperability with radio systems belonging to participating entities such as Recipient; and

WHEREAS, the County and Recipient believe that the goal of enhancing interoperable public safety communications capabilities within Cook County would be served by the loan by the County to Recipient of certain portable radios belonging to the County for the use of Recipient's public safety agencies, including, but not limited to, its police and fire departments on the terms more fully described herein; and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes and encourages units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto hereby agree as follows:

SECTION 1: INCORPORATION OF RECITALS

The recitals set forth above are incorporated in this Agreement by reference and made a part of this Agreement.

SECTION 2: GRANT OF RIGHTS

Pursuant to this agreement, the County, acting through the Sheriff, shall make available to Recipient up to four (4) portable radios ("Radios"), which are and shall at all times be considered the property of the County. The specific quantity, type, model and any other pertinent characteristics of the Radios made available to Recipient shall be set forth on an addendum to this agreement, which shall be in the form and substance as Attachment 1, attached to this Agreement and be incorporated into this Agreement without need for further action by either party. At any time during the course of this Agreement, the County may request the return of less than all of the Radios made available to Recipient pursuant to this Agreement and Recipient shall promptly comply with the County's request.

Accordingly, the County hereby grants to Recipient, upon the terms and conditions herein specified, permission to use the Radios for Recipient's official purposes, including, but not limited to, the purpose of enhancing Recipient's ability to achieve interoperable communications with the County and other public safety entities.

Recipient shall have no right to transfer, assign, sublease, or confer any rights or benefits with respect to the use of the Radios to any third party without the written permission of the County.

SECTION 3: TERM AND TERMINATION; EFFECTS OF TERMINATION

3.1 Term and Termination

This Agreement shall commence upon the date upon which both parties have duly executed it (the "Effective Date") and shall continue thereafter until terminated by either party. Either party wishing to terminate this Agreement may do so for any reason upon ninety (90) days written notice to the other.

A request by the County, pursuant to Section 2, Grant of Rights for a return of less than all of the Radios made available to Recipient pursuant to this Agreement shall not automatically operate to terminate this Agreement.

3.2 Effects of Termination

Effective upon the date of termination specified in writing by party terminating this Agreement: (1) Recipient's right to use the Radios shall cease; (2) Recipient's obligation to pay the Fees described in Section 5.2, Recipient, herein, shall cease; and (3) Recipient shall promptly return the Radios to the County.

SECTION 4: CONTROL OF RESPECTIVE RADIO SYSTEMS

The County and its Sheriff have ultimate authority with regard to the County's Digital Trunked System. Recipient shall have ultimate authority over its own radio system. It is agreed by the parties that the County's Digital Trunked System is and shall remain under full control and

supervision of the Sheriff and that the County is and shall be the sole owner of its existing Digital Trunked System as well as any new, added equipment that may in the future be made a part of the County's Digital Trunked System and other County networks or property. This status shall include all towers, radio equipment, connections, generators, computers, and all other such attachments and appurtenances.

It is further understood and agreed that Recipient is and shall be the sole owner of all of its existing radio system as well as any new, added equipment that may in the future be made a part of the Recipient's radio system and other Recipient networks or property, provided, however, that County-owned equipment that may be installed at Recipient locations to make connections to the Digital Trunked System is and shall remain the County's property and shall not be disturbed.

SECTION 5: RESPONSIBILITIES OF THE PARTIES

5.1 The County

5.1.1 Delivery and Installation of Radios

Pursuant to a mutually agreed upon schedule, the County shall deliver the Radios described in Attachment 1 to Recipient and shall install the Radios in public safety first responder vehicles designated by Recipient. County shall not be responsible for any additional Radio installations and shall not be obligated to install a Radio if it determines, in its sole discretion, that the vehicle provided by Recipient is unsuitable for such installation.

5.1.2 Training

Pursuant to a mutually agreed upon schedule, the County shall provide training on the use and operation of the Radios to the appropriate Recipient personnel who will be responsible for such operation.

5.1.3 Radio Frequencies: Access Codes

The County shall provide Recipient with the appropriate licensed frequencies upon which the Radios shall be used and shall provide updated or alternative frequencies as such frequencies become applicable. County shall also provide Recipient with any applicable access codes pursuant to which the Radios may be used to access the Digital Trunked System.

5.1.4 Direct Costs

The County shall be responsible for those costs associated with the core operations of its Digital Trunked System (the "Direct Costs"), which include the following:

- A. Maintenance costs for Digital Trunked System expenses that are directly billed to the County.

by the providers of such maintenance services;

B. Telephone and utility costs and expenses;

C. Direct labor costs of County Digital Trunked System technicians, engineers and other personnel assigned to the ongoing use of the Digital Trunked System;

D. Other costs which are directly attributable to the cost of the Digital Trunked System, excluding rental costs.

5.2 Recipient

5.2.1 Monthly Access Fee

Recipient shall pay the County a monthly fee in exchange for the right to access the Digital Trunked System. This fee shall be calculated as follows:

The total dollar-for-dollar amount of the Direct Cost items listed in Section 5.1.3, Direct Costs, above, divided by the total number of Users* on the Digital Trunked System multiplied by the total number of Recipient Users (Monthly Access Fee = Direct Costs ÷ total number of Users on Digital Trunked System × total number of Recipient Users). The actual costs and quantities employed in the formula used to calculate the Monthly Access Fee are set forth in Attachment 2, attached to this Agreement. Attachment 2 will be updated by the County from time to time as the applicable costs and quantities change, but no less than annually.

* For purposes of this Section 5.2, a "User" means an individual, active or assigned radio user identification number for a radio programmed to be operational on the Digital Trunked System, whether or not it is a Radio subject to this Agreement. Radio user identification numbers assigned to inactive or reserve radios that are not programmed to be operational on the Digital Trunked System are not included in this definition.

5.2.2 Reimbursements

Recipient shall reimburse the County for costs incurred by the County as a result of purchases made by the County at the request of and for the benefit of Recipient. These costs may either be billed to the Recipient by the County or billed directly to the Recipient by the applicable vendor and include, but are not limited to, the following:

A. Per unit maintenance costs associated with Recipient's Users that are billed directly as a per-unit cost;

B. Programming, re-programming, or other expenses associated with the maintenance of Recipient's Users;

C. Installation or re-installation costs of equipment that requires permanent installation;

D. Special equipment, service, or connections for which only Recipient directly benefits.

5.3 Use of Radios

Recipient shall use the Radios only for official purposes and shall keep each Radio tuned at all times to the licensed interoperable frequencies designated by the Sheriff. Recipient shall conduct a monthly test of each Radio that will evidence to the Sheriff that the Radio is operational and tuned to the correct frequency. Recipient shall ensure that any access codes provided by the County shall only be given to those authorized by the County to receive them.

5.4 Cooperation and Access

Throughout the term of this Agreement, Recipient shall provide the County with reasonable cooperation and access to its facilities to promote the delivery and installation of the Radios, the training of the Recipient's personnel and any other purposes of this Agreement.

5.5 Risk of Loss; Insurance

Upon the installation of the Radios in Recipient's vehicles or upon its premises, Recipient shall bear the risk of loss for any damage or loss to such Radios. Accordingly, throughout the term of this Agreement, Recipient 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.

5.6 Release and Indemnification; Covenant not to Sue

A. Release and Indemnification

Recipient is not purchasing the Radios and is making any payment to the County to reimburse the County for the County's purchase of the Radios. In entering into this Agreement, County seeks to enhance the ability of Recipient and its first responders 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, Recipient 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 Digital Trunked System.

B. Covenant Not to Sue

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

SECTION 6: MISCELLANEOUS TERMS

6.1 No Joint Venture

This Agreement shall in no event be construed in such a way that either County or Recipient 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.

6.2 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:

Office of the Cook County Sheriff

1401 N. Maybrook Dr.

Maywood Dr.

Chicago, IL 60153

Attention: Chief of Police

Telephone: (708) 865-4808

Facsimile: (708) 865-4899

If to Recipient, to:

Telephone:

Facsimile:

6.3 Entire Agreement

This Agreement constitutes the entire agreement of the County and Recipient with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between Recipient and County with respect to the subject matter hereof.

6.4 Approval Required and Binding Effect

This Agreement between County and Recipient shall not become effective unless authorized by the County. This Agreement constitutes a legal, valid and binding agreement, enforceable against Recipient and, once duly authorized and executed as set forth herein, against the County.

6.5 Representations

Recipient 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.

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

FOR COUNTY:

FOR RECIPIENT:

_____ Date: _____

_____ Date: _____

Tom Dart

Cook County Sheriff

APPROVED AS TO FORM:

Assistant State's Attorney