

AUG 18 2008

ORDINANCE NO. 2073

Wally Jaffer
City Clerk

AN ORDINANCE TO AUTHORIZE AN INTER-GOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITIES OF COLUMBIA, ILLINOIS AND WATERLOO, ILLINOIS; THE COUNTY OF MONROE, ILLINOIS; AND, THE MONROE COUNTY 911 TELEPHONE SYSTEMS BOARD TO CREATE SHARED RESPONSIBILITY WITH REGARD TO LICENSE AGREEMENTS AND MAINTENANCE AGREEMENTS TO BE MADE AND ENTERED INTO WITH ID NETWORKS, INC. OF ASHTABULA, OHIO FOR THE PROVIDING OF INTERNET TECHNOLOGY SOFTWARE, SOFTWARE SERVICES, SOFTWARE TRAINING, EQUIPMENT AND MAINTENANCE FOR THE COORDINATED AND JOINT USE AND OPERATION OF THE CITY OF WATERLOO, ILLINOIS AND THE CITY OF COLUMBIA, ILLINOIS POLICE DEPARTMENTS, THE MONROE COUNTY ILLINOIS SHERIFF'S DEPARTMENT AND THE MONROE COUNTY ILLINOIS 911 EMERGENCY TELEPHONE SYSTEMS BOARD

WHEREAS, the County of Monroe in the State of Illinois, is a body both politic and corporate of the State of Illinois governed by a three (3) member Board of Commissioners, (the "County" or "Monroe County"); the City of Columbia in the Counties of Monroe and St. Clair in the State of Illinois, is a body both corporate and politic created and existing under and by virtue of the laws of the State of Illinois governed by a City Council comprised of a mayor and eight (8) aldermen, (the "City of Columbia" or "Columbia"); the City of Waterloo in the County of Monroe in the State of Illinois, is a body both corporate and politic created and existing under and by virtue of the laws of the State of Illinois governed by a City Council comprised of a mayor and eight (8) aldermen, (the "City of Waterloo" or "Waterloo"), and, the Monroe County 911 Emergency Telephone Systems Board, a legal entity created by the Monroe County Board of Commissioners and existing under and by virtue of the Emergency Telephone Systems Act of the State of Illinois (50 ILCS 750/15.1, et. seq.), (the "Board" or the "911 Board");

WHEREAS, the parties aforesaid are units of local government as defined in the 1970 Constitution of the State of Illinois;

WHEREAS, Section 10 (Intergovernmental Cooperation) of Article VII (Local Government) of the 1970 Constitution of the State of Illinois allows and provides that units of local government (like the parties aforesaid) may contract and otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities;

WHEREAS, the Illinois Intergovernmental Cooperation Act empowers public agencies (including units of local government such as the parties aforesaid) to exercise powers jointly and to contract with each other, subject to authorization by their governing bodies, (5 ILCS 220/3);

WHEREAS, the City Council of the City of Columbia has found and determined and does hereby declare that it is in the City's welfare and best interest and in the health, safety and welfare of the City's constituent citizens to jointly with Waterloo, Monroe County and the 911 Board make and enter into license and maintenance agreements for providing of internet technology software, software services, software training, equipment and maintenance for: (i) integrated justice information sharing, (ii) mobile messaging and field reporting, (iii) computer aided dispatching, and, (iv) records management for the joint use and sharing with and among the Police Departments of the Cities of Waterloo and Columbia, the Monroe County Sheriff's Department and the 911 Board as is made and provided for in said license agreements and maintenance agreements to be made and entered into by said units of local government with the said ID Networks, Inc., as is authorized and provide for in the Intergovernmental Cooperation Agreement that is authorized and approved by this ordinance.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Columbia, Illinois, as follows:

Section 1. The recitals stated above in the preamble of this Ordinance are hereby incorporated into Section 1 of this Ordinance as findings of the City Council of the City of Columbia, Illinois.

Section 2. The form of the Intergovernmental Cooperation Agreement referred to above is attached hereto and is hereby approved as to form; and, the Mayor is hereby authorized and directed to execute the agreement for and on behalf of the City, in as many counterparts as the Mayor shall decide, and the City Clerk is hereby authorized and directed to attest the same and affix thereto the corporate seal of the City.

Section 3. The City Attorney is directed to obtain the City's fully executed, duplicate original copy of the Intergovernmental Agreement after it is signed by all of the parties to the agreement and to file the same in the office of the City Clerk (and to record the same in the office of the Monroe County, Illinois Recorder should the City Attorney deem it necessary and appropriate to do so).

Section 4. This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor, as provided by law.

Alderman Niemietz moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Hejna, and the roll call vote was as follows:

YEAS: Aldermen Ebersohl, Agne, Niemietz, Unnerstall, Row, Hejna,

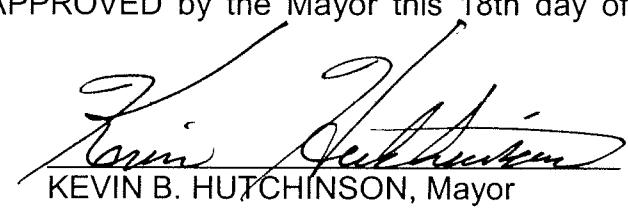
Oberkfell, Stumpf and Mayor Hutchinson.

NAYS: None.

ABSENT: None.

ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 18th day of August, 2008.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



WESLEY J. HOEFFKEN, City Clerk

(SEAL)

INTERGOVERNMENTAL COOPERATION AGREEMENT

This Intergovernmental Cooperation Agreement shall take effect this _____ day of _____, 2008, and is made and entered into by and between the County of Monroe in the State of Illinois, a body both politic and corporate of the State of Illinois governed by a three (3) member Board of Commissioners, as the Party of the First Part, (the "County" or "Monroe County"); the City of Columbia in the Counties of Monroe and St. Clair in the State of Illinois, a body both corporate and politic created and existing under and by virtue of the laws of the State of Illinois Part, (the "City of Columbia" or "Columbia"); the City of Waterloo in the County of Monroe in the State of Illinois, a body both corporate and politic created and existing under and by virtue of the laws of the State of Illinois governed by a City Council comprised of a mayor and eight (8) aldermen, as the Party of the Second Part, (the "City of Waterloo" or "Waterloo"), and, the Monroe County 911 Emergency Telephone Systems Board, a legal entity create by the Monroe County Board of Commissioners and existing under and by virtue of the Emergency Telephone Systems Act of the State of Illinois (50 ILCS 750/15.1, et. seq.), as the Party of the Fourth Part, (the "Board" or the "911 Board"), WITNESSETH:

WHEREAS, the parties to this agreement are units of local government as defined in the 1970 Constitution of the State of Illinois;

WHEREAS, Section 10 (Intergovernmental Cooperation) of Article VII (Local Government) of the 1970 Constitution of the State of Illinois allows and provides that units of local government (like the parties to this agreement) may contract and otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities;

WHEREAS, the Illinois Intergovernmental Cooperation Act empowers public agencies (including units of local government such as are involved in this agreement) to exercise powers jointly and to contract with each other, subject to authorization by the governing body of each party to the contract, (5 ILCS 220/3);

WHEREAS, the parties to this agreement have found and determined and do hereby declare that it is in their individual and mutual welfare and best interest and in the health, safety and welfare of their constituent citizens to jointly make and enter into license and maintenance agreements for providing of internet technology software, software services, software training, equipment and maintenance for: (i) integrated justice information sharing, (ii) mobile messaging and field reporting, (iii) computer aided dispatching, and, (iv) records management for the joint use and sharing with and among the Police Departments of the Cities of Waterloo and Columbia, the Monroe County Sheriff's Department and the 911 Board as is made and provided for in said license agreements and

Department and the 911 Board as is made and provided for in said license agreements and maintenance agreements to be made and entered into by said units of local government with the said ID Networks, Inc., as is made and provided for in this Intergovernmental Agreement;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration the receipt and sufficiency of which is acknowledged by the parties to this agreement, the parties hereto stipulate and agree, as follows:

Section 1. Incorporation of Preamble. The recitals contained above in the preamble of this Intergovernmental Cooperation Agreement are hereby incorporated herein by reference, the same as if set forth in this Section of the agreement, as findings of the parties to this agreement.

Section 2. Computer Aided Dispatch System. The 911 Board, which is a separate legal entity and body politic for purposes of this agreement, shall make and enter into a contract with ID Networks, Inc. of Ashtabula, Ohio, (the "Vendor" or "ID Networks") in the form attached hereto as Exhibit "1", which agreement is incorporated herein by reference and by reference made part hereof, for the price of One Hundred Fifty-Eight Thousand Two Hundred Sixty Five Dollars (\$158,265.00) and on the terms set forth in said agreement, for the supplying, installation, and maintenance of a Computer Aided Dispatch System, including the appurtenant equipment required for all of the police patrol vehicles currently in the fleets of Columbia, Waterloo and Monroe County, at the sole and exclusive cost of the 911 Board (and without any obligation on the part of Columbia, Waterloo or the County to contribute to the payment of the cost of the same).

The parties acknowledge, stipulate and agree that for police car units hereafter added to the fleets of Columbia, Waterloo or Monroe County (other than replacement vehicles for currently existing units) the governmental unit acquiring the additional vehicle units will be responsible to pay for the cost of the acquisition, installation and maintenance of the vehicle Dispatch Equipment and software required for the vehicle in order to participate in the subject communication system, without any obligation on the part of the 911 Board to pay or contribute to the payment of the cost of the same to or for Columbia, Waterloo or the County.

Section 3. RMS, Mobile and IJIS Software Systems. The County, the City of Columbia and the City of Waterloo, shall jointly (but not jointly and severally) make and enter into a contract with ID Networks for the supplying, installing and maintaining, (including onsite training, installation and project management) of the following for the communication systems and facilities of the law enforcement agencies involved herein, to wit: (i) mobile messaging and field reporting system, (ii) integrated justice information sharing system, and (iii) record management software system.

The contract shall be in the form attached hereto as Exhibit "2", which is approved as to form and which is incorporated herein by reference and by reference made part hereof. Each of the parties to this agreement, the County of Monroe, the City of Columbia and the City of Waterloo shall pay one-third (1/3) of the compensation due the Vendor (ID Networks, Ind.) under the Exhibit "2" agreement when and as the same become due and payable, to wit:

Records Management Software System

		<u>County</u>	<u>Columbia</u>	<u>Waterloo</u>	<u>Total</u>
(1)	Initial Down Payment – 50%	\$ 23,715.84	\$ 23,715.83	\$ 23,715.83	\$ 71,147.50
(2)	Installation & Training – 30%	\$ 14,229.50	\$ 14,229.50	\$ 14,229.50	\$ 42,688.50
(3)	Final Payment – 20%	\$ 9,486.34	\$ 9,486.33	\$ 9,486.33	\$ 28,459.00
(4)	Maintenance	\$ 5,249.00	\$ 5,249.00	\$ 5,249.00	\$ 15,747.00
Total.....		\$ 52,680.68	\$ 52,680.66	\$ 52,680.66	\$158,042.00

Mobil Messaging and Field Reporting System

		<u>County</u>	<u>Columbia</u>	<u>Waterloo</u>	<u>Total</u>
(1)	Initial Down Payment – 50%	\$ 22,655.00	\$ 22,655.00	\$ 22,655.00	\$ 67,965.00
(2)	Installation & Training – 30%	\$ 13,593.00	\$ 13,593.00	\$ 13,593.00	\$ 40,779.00
(3)	Final Payment – 20%	\$ 9,062.00	\$ 9,062.00	\$ 9,062.00	\$ 27,186.00
(4)	Maintenance	\$ 3,938.00	\$ 3,938.00	\$ 3,938.00	\$ 11,814.00
Total.....		\$ 49,248.00	\$ 49,248.00	\$ 49,248.00	\$147,744.00

Integrated Justice Information Sharing System

		<u>County</u>	<u>Columbia</u>	<u>Waterloo</u>	<u>Total</u>
(1)	Initial Down Payment – 50%	\$ 9,725.83	\$ 9,725.84	\$ 9,725.83	\$ 29,177.50
(2)	Installation – 30%	\$ 5,835.50	\$ 5,835.50	\$ 5,835.50	\$ 17,506.50
(3)	Final Payment – 20%	\$ 3,890.33	\$ 3,890.33	\$ 3,890.34	\$ 11,671.00
(4)	Maintenance	\$ 2,499.66	\$ 2,499.67	\$ 2,499.67	\$ 7,499.00
Total.....		\$ 21,951.32	\$ 21,951.34	\$ 21,951.34	\$ 65,854.00
Total Amount Due for Product & Services.....		\$112,193.34	\$112,193.33	\$112,193.33	\$336,580.00

Total Due for Maintenance..... \$ 11,686.66 \$ 11,686.67 \$ 11,686.67 \$ 35,060.00

None of the parties shall be responsible for the payment and discharge of the compensation due and payable to the Vendor by another party. Each shall be individually responsible for payments undertaken by them in this agreement and in the license and maintenance agreements with the Vendor. It shall be the Vendor's responsibility to collect the amount due the Vendor under the license and maintenance agreements with the Vendor from each party to this agreement.

Section 4. Default. In the event of a breach or default of performance of this agreement by any of the undersigned parties each of the other parties to this agreement shall have an action for injunctive relief, for money damages, for specific performance and for every other remedy provide by law or by equity in order to enforce compliance with this agreement; and, said remedies shall be cumulative and shall not be exclusive of one another.

Section 5. Attorney Fees and Court Costs. In the event there is a breach or default of performance of this agreement by any of the parties, each of the other parties shall be entitled to recover their reasonable attorney fees and court costs incurred in order to enforce this agreement and the amount thereof may be made part of any judgment entered by a court of competent jurisdiction in an action instituted by any party to this agreement to enforce this agreement.

Section 6. Situs Law and Venue. This agreement was made and entered into in the State of Illinois and the Illinois law shall apply to and control in the interpretation and enforcement of this agreement. Further, the venue for enforcement of this agreement shall be the Circuit Court in and for Monroe County, in the City of Waterloo and State of Illinois.

Section 7. Binding Effect. All of the terms of this agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their successors and assigns, including successor municipalities of the City of Columbia and the City of Waterloo and the County of Monroe, Illinois.

Section 8. Severability. In the event a court of competent jurisdiction would determine any of the provisions of this agreement are invalid or unenforceable, that invalidity shall not effect the remaining provisions of this agreement and the agreement shall thereafter be read and enforced as if the invalid provisions had been struck from the agreement.

IN WITNESS WHEREOF, the parties hereto have made, executed and delivered the above and foregoing Intergovernmental Cooperation Agreement for the uses and purposes set forth above to take effect on the date first above stated.

COUNTY OF MONROE, in the State of
ILLINOIS, a Political corporation, the
Party of the First Part

BY:

DALE HAUDRICH, Chairman of the
Monroe County Board
Commissioners

ATTEST:

DENNIS KNOBLOCH, County Clerk

(SEAL)

STATE OF ILLINOIS)
)
COUNTY OF MONROE) SS

The undersigned, a Notary Public in and for the County in the State aforesaid, does hereby certify that DALE HAUDRICH and DENNIS KNOBLOCH, personally known to me and known to me to be the Chairman of the Board of Commissioners and the County Clerk, respectively, of the COUNTY OF MONROE, in the State of Illinois, a political corporation and body both corporate and politic of the State of Illinois, appeared before me in person this date and acknowledged that they signed and delivered the above and foregoing document as their free and voluntary act and deed and as the free and voluntary act and deed of said County of Monroe in the State of Illinois, pursuant to enabling resolution of said County Board of Commissioners duly enacted, for the uses and purposes hereinabove set forth.

Given under my hand and Notary Seal this _____ day of _____, 2008.

Notary Public

CITY OF COLUMBIA, ILLINOIS, a
Municipal corporation, the Party of the
Second Part

BY: _____

KEVIN B. HUTCHINSON, Mayor

ATTEST:

WESLEY J. HOEFFKEN, City Clerk

(SEAL)

STATE OF ILLINOIS)
)
COUNTY OF MONROE) SS

The undersigned, a Notary Public in and for the County in the State aforesaid, does hereby certify that KEVIN B. HUTCHINSON and WESLEY J. HOEFFKEN, personally known to me and known to me to be the Mayor and City Clerk, respectively, of the CITY OF COLUMBIA, ILLINOIS, a Municipal Corporation, appeared before me in person this date and acknowledged that they signed and delivered the above and foregoing document as their free and voluntary act and deed and as the enacted, for the uses and purposes hereinabove set forth.

Given under my hand and Notary Seal this 4th day of August, 2008.

Notary Public

CITY OF WATERLOO, ILLINOIS, a
Municipal corporation, the Party of the
Third Part

BY: _____
TOM SMITH, Mayor

ATTEST:

BARBARA PACE, City Clerk

(SEAL)

STATE OF ILLINOIS)
)
COUNTY OF MONROE) SS
)

The undersigned, a Notary Public in and for the County in the State aforesaid, does hereby certify that TOM SMITH and BARBARA PACE, personally known to me and known to me to be the Mayor and City Clerk, respectively, of the CITY OF WATERLOO, ILLINOIS, a Municipal Corporation, appeared before me in person this date and acknowledged that they signed and delivered the above and foregoing document as their free and voluntary act and deed and as the free and voluntary act and deed of said City, pursuant to enabling ordinance of said City duly enacted, for the uses and purposes hereinabove set forth.

Given under my hand and Notary Seal this _____ day of _____, 2008.

Notary Public

MONROE COUNTY 911 EMERGENCY
TELEPHONE SYSTEMS BOARD, the
Party of the First Part

BY:

LYNDON PRANGE, Chairman

ATTEST:

FLOYD FLOARKE, Secretary

(SEAL)

STATE OF ILLINOIS)
)
COUNTY OF MONROE) SS
)

The undersigned, a Notary Public in and for the County, in the State aforesaid, does hereby certify that LYNDON PRANGE and FLOYD FLOARKE, personally known to me and known to me to be the Chairman and Secretary, respectively, of the MONROE COUNTY 911 EMERGENCY TELEPHONE SYSTEMS BOARD, a body politic created by the Monroe County Illinois Board of Commissioners, appeared before me in person this date and acknowledged that they signed and delivered the above and foregoing document as their free and voluntary act and deed and as the free and voluntary act and deed of said Monroe County 911 Emergency Telephone Systems Board pursuant to enabling resolution duly enacted by said Board for the uses and purposes hereinabove set forth.

Given under my hand and Notary Seal this _____ day of _____, 2008.

Notary Public

THIS DOCUMENT PREPARED BY:

TOM D. ADAMS #13439
ADAMS AND HUETSCH
Attorneys-at-Law
321 Wedgewood Square
P. O. Box 647
Columbia, Illinois 62236
Telephone (618) 281-5185/5186
Fax (618) 281-5553
E-mail Address: tdadams@htc.net

EXHIBIT "1"

FOR

MUNICIPAL INTERGOVERNMENTAL COOPERATION
AGREEMENT FOR PURCHASE OF ID NETWORKS, INC.
SOFTWARE PRODUCTS AND SERVICES

BEING A

INTERNET TECHNOLOGY SOFTWARE LICENSE
AGREEMENT BETWEEN ID NETWORKS, INC. OF
ASTABULA, OHIO AND THE MONROE COUNTY 911
EMERGENCY TELEPHONE SYSTEMS BOARD

AGREEMENT WITH ID NETWORKS, INC.

This Agreement dated the Effective Date, is entered into by and between the Monroe County 911 Emergency Telephone System Board (hereinafter identified as the Customer) with its principal place of business at 100 South Main Street, Waterloo, IL 62298 and ID Networks Inc., 7720 Jefferson Road, Ashtabula, Ohio 44004 (hereinafter referred to as the Vendor). This Agreement is made between the parties for the purpose of the Vendor supplying and installing a Dispatch Software System at the Customer's location and member agency locations, per ID Networks proposal to the Customer dated December 1, 2007.

NOW WHEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF SERVICE.** The Vendor shall provide equipment and services as described herein. There may be some equipment supplied as needed, but primarily ID Networks will be providing a Dispatch Software System, including services to include onsite training, installation, and project management. The Vendor shall provide maintenance for the Dispatch Software System, in accordance with the cost set forth in the ID Networks Proposal and the terms of this Agreement.
2. **CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement and the following documents:
 - Attachment A – Statement of Work dated December 1, 2007
 - Attachment B – CAD Maintenance Agreement

The intention of this Contract Document is to include all labor, materials, software and other items as necessary for the proper execution and completion of the Work and the terms and conditions for the performance of the work.

3. **COMPENSATION.** The Customer will compensate the Vendor in the following amount:
 - A. \$158,265 for all equipment, goods, and installation services rendered under this Agreement. This amount includes all shipping and insurance, but does not include the options shown in the proposal. The total compensation is derived from the ID Networks Proposal dated December 1, 2007. The Maintenance Agreement shall take affect approximately six to nine months after installation and fees for such will be payable, as shown in Attachment B.

4. PROJECT IMPLEMENTATION & ACCEPTANCE, PAYMENTS.

- A. Vendor will submit invoices to the Customer, in accordance with the Implementation Task List Summary shown in the table below. Each task list is structured to support the delivery, installation, integration, training, support, and service necessary to successfully implement the system solutions being provided.
- B. Each of the tasks below is supported by mutually agreed upon activities to support each task required. Payments provided by the Customer to the Vendor shall follow the guidelines indicated below as Payment Terms. Several invoices are expected to be issued by ID Networks to the Customer (see payment terms per task list below).

T A S K	Project Implementation Summary Task List	Task Summary Price	Task Start Time	Estimated Duration of Task	Payment Terms For Each Task Below
1	Initial Down payment – 50% Software implementation will be planned in cooperation with the customer – 7 months or less	\$ 79,132.50	Immediate	1 month	Down payment – 50% of \$158,265
2	Installation & Training – 30%	47,479.50	2-3 months	2-4 months	30% Installation & Training
3	Balance Due – Final Payment – 20%	31,653.00	4 months	1-3 months	20% Final Payment – Go LIVE – within 7 months
TOTAL PROJECT PRICING		\$ 158,265			

- C. ID Networks warrants that the software being provided within this agreement will successfully interface with the Illinois LEADS system and NCIC queries. In the event that ID Networks software fails to interface with LEADS/NCIC, then the compensation payable within this agreement attributable to the LEADS/NCIC systems will not be due and payable and any payments theretofore made to ID Networks that are attributable to the same shall be refunded to the customer.
- D. Any 3rd party payments required for the project, but outside the bounds of this agreement, are the responsibility of the Customer. Any payments to ID Networks shall not be held up or modified due to Customer delays or 3rd party delays. Any implementation delays by the customer for any reason, including related delays by 3rd parties acting on behalf of the customer, shall extend the timeframe available to ID Networks for its performance.

- E. The completion date of this agreement shall be seven months beyond the date of delivery of a mutually executed agreement to ID Networks. In the event that ID Networks does not complete the implementation of the planned activities within the specified period of seven months, ID Networks shall incur a penalty of \$100 per day as liquidating damages.
- F. Task List Acceptance provided by the Customer to the Vendor shall follow the guidelines indicated within the proposal, and shall supersede all acceptance definitions and conditions explained elsewhere. The Vendor will provide project updates to the Customer as requested monthly.
- G. Payment may be withheld on account if any defective work by Vendor, as determined by Customer, is not remedied.
- H. The making of final payment shall constitute a waiver of all claims by the Customer except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of the Work to comply with the requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by the Vendor except those previously made in writing and still unsettled.
5. **PERSONNEL**. Vendor warrants and represents that all personnel employed to provide services hereunder are completely trained and fully qualified to provide such service, including sub-contractors assigned to all or part of a Task List.
- A. Points of Contact for On-going issues are:
- Bonnie Blenman – Administrative Issues – bblenman@idnetworks.com
 - Thomas West – Project Manager – twest@idnetworks.com
 - Doug Blenman, Jr. – Product Manager – dblennan@idnetworks.com
 - Technical Support Dept. – Technical Issues – CADSupport@idnetworks.com
6. **COMPLIANCE WITH LAWS**.
- A. In providing all services pursuant to this contract the Vendor shall abide by all ordinances, laws, and legal regulations pertaining to the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of the Agreement, and shall entitle the Customer to terminate this Agreement immediately upon delivery of written notice of termination to the Vendor.
- B. Contractor shall comply with all federal, state, county and municipal laws and ordinances, including the following:

- a. Provide a drug free workplace pursuant to the Illinois Drug Free Workplace Act (30 ILCS 580/1, et seq.);
- b. Comply with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);
- c. Comply with Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.), and the Rules and Regulations of the Illinois Department of Human Rights, including establishment and maintenance of a sexual harassment policy as required by Section 2-105 of that Article and Act;
- d. Comply with the Americans with Disabilities Act;
- e. Comply with the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.); and
- f. Comply with the provisions of the EQUAL EMPLOYMENT OPPORTUNITY CLAUSE required by the Illinois Department of Human Rights as a material term of all public contracts, which states as follows:

Title 44, Part 750, Section 750, APPENDIX A, Illinois Administrative Code, Equal Employment Opportunity Clause

EQUAL EMPLOYMENT OPPORTUNITY

In the event of contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to

ability, or an unfavorable discharge from military service.

- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
- 5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- 7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two types of subcontracts referred to under paragraph 7 of the Equal Employment Opportunity Clause above, following is an excerpt of Section 750.30 of the Department of Human Right's Rules and Regulations for Public Contracts:

Title 44, Part 750, Section 750.30, Illinois Administrative Code, Subcontracts

- C. Each public contractor and subcontractor shall in turn include the Equal Employment Opportunity Clause set forth in Appendix A of this Part in each of its subcontracts under which any portion of the contract obligations are undertaken or assumed, said inclusion to be either verbatim or by reference so that the provisions of the clause will be binding upon such subcontractors.
7. **GOVERNING LAW.** The law of the State of Illinois shall apply to any litigation between the parties with regard to this Agreement and control the interpretation of this Agreement. The venue for any legal action, under this Agreement, shall be Monroe County, Illinois Circuit Court.

8. **ASSIGNMENT.** Vendor will not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the Customer.
9. **MATTERS TO BE DISREGARDED.** The titles of several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.
10. **RECORDS.** Vendor agrees to promptly notify the Customer in writing of the receipt of any written or verbal requests for inspection and copying of any documents relating in any manner whatsoever to the services provided by the Vendor as well as any actual or proposed response made to these requests. All such information is confidential and Vendor agrees not to disclose such information to any person or entity without the express written consent of the Customer. The restrictions herein shall not extend to discussions or disclosures to Vendor's employees or contractors, as may be required to perform the services covered by this Agreement, in which case Vendor shall insure that any such employees or contractors are aware of the confidentiality requirements under the Agreement and are properly trained to protect such confidentiality. Breach of this section shall be treated as a material breach of this Agreement.
11. **SERVICES NOT PROVIDED FOR.** No claim for services furnished by the Vendor, not specifically provided in the Agreement, will be allowed by the Customer, nor shall the Vendor do any work or furnish any material not covered by the Agreement, unless this is approved in writing by the Customer. Such approval shall be considered to be a modification of the Agreement, and shall reference this Agreement specifically in its content, including a designation of any payments and obligations.
12. **SUBCONTRACTS.** The Vendor shall provide all services hereunder by and through its own employees or contractors designated herein; Vendor may not provide any services hereunder by means of subcontracts with individuals not qualified by the Vendor. Vendor hereby designates the following subcontractors:
 - DDTI, to analyze the quality of existing Monroe County map data.
 - We may utilize law enforcement personnel for consulting, training and specialized support.
13. **SEVERABILITY.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate that portion of the Agreement forthwith upon the delivery of written notice of termination to the other party.
14. **WAIVER OF BREACH OR DEFAULT.** Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provisions of this Agreement shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the Customer.

15. **DEFAULT AND REMEDY.** In the event of a default in any of the terms of this Agreement, the party not in default may pursue any of its right under the laws of the State of Illinois, as well as an addition to any of the rights provided herein.
16. **NOTICES.** All Notices required or permitted under this Agreement shall be transmitted in writing, only by personal delivery or by certified, registered or first class United States Mail (or equivalent) to the following:

Customer: Monroe County 911 Emergency Telephone System Board
Mike Fausz
100 South Main Street
Waterloo, IL 62298

Vendor: ID Networks, Inc.
Bonnie Blenman, Contracts Administrator
7720 Jefferson Road
PO Box 2986
Ashtabula, Ohio 44005

Notices transmitted by first class United States Mail shall be deemed received on the second business day after it was deposited in a United States Mail receptacle. Business day shall not include Saturdays, Sundays or any other day declared as a legal holiday in the State of Ohio by Ohio Law, as now or hereafter amended.

17. **SUBSTITUTIONS.** The Vendor shall not substitute equipment or goods without the express written permission of the Customer.
18. **WARRANTIES.** The Vendor guarantees the equipment and goods at the time of delivery to be subject to the Manufacturers Maintenance Agreement and assigns all Manufacturers Warranties to the Customer. Vendor warrants and represents that at time of delivery it has good title to the aforementioned equipment free of all liens and encumbrances of whatsoever kind and description, and that there exists no lien or property interest in such equipment other than the Vendor's interest therein. The Vendor warranties its work and products as provided in the ID Networks Proposal and will perform all work in a professional, workmanlike manner.
19. **ATTORNEY FEES:** If the Vendor defaults in its performance under this agreement and it thereby becomes necessary for another party or other parties to the agreement to employ the services of an attorney to enforce or terminate the agreement, the party in default shall be responsible for payment of the other party or parties reasonable attorney fees and costs incurred in enforcing or terminating the agreement and the same may be included in any judgment entered by a court of competent jurisdiction in proceedings instituted to enforce or terminate the agreement.
20. **RISK OF LOSS.** Risk of loss shall pass from the Vendor to the Customer for all goods purchased by

the Customer upon physical acceptance of the goods by the Customer, following the installation of the software system and the customer acceptance and use of the product. The Vendor assumes full responsibilities and holds the Customer, its officers, employees, and agents, fully indemnified, harmless and free from and against any and all loss, cost, liability and expense (including reasonable attorneys fees and court costs for enforcement of this indemnity agreement provided for herein) paid or incurred by Customer arising from any claim or cause of action resulting from any act or omission of Vendor, its employees, agent, and sub-contractors, their agents, and employees, and all other persons performing any of the work under the Agreement.

21. **ENTIRE AGREEMENT.** It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral Agreements and negotiations between the parties relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof. Any modifications, alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

22. **INSURANCE.** The Vendor shall not commence work under this Agreement until it has obtained all insurance required hereunder and such insurance has been approved by the Customer. Certificates of such insurance shall be filed with the Customer prior to commencing work. Additionally, Vendor will provide the Customer with a letter from the insurance carrier that the Customer will be notified within ninety (90) days of the pending cancellation of any policy relating to this Agreement.

Each insurance company shall be subject to approval by the Customer, and the respective policies shall name the Customer as an additional named insured. Approval of the insurance by the Customer shall not relieve or decrease the liability of the Vendor hereunder. Such insurance is primary and in no event will be considered contributory to any insurance purchased by the Customer. Such insurance will not be canceled, reduced, or materially changed without providing the Customer ninety (90) days advance written notice, via certified mail.

Contractor will provide certificates of insurance evidencing the following types and limits of insurance.

- a. Comprehensive General Liability: \$1,000,000 limit for bodily injury, personal injury, or death to each person; \$1,000,000 limit for property damage per occurrence; and \$1,000,000 for all other types of liability. The aggregate shall be a minimum of \$2,000,000. A copy of the policy may be required.
- b. Automobile Liability: \$1,000,000 limit per accident for each person and \$1,000,000 for each occurrence. Said insurance is to be extended to cover owned, non-owned and hired vehicles.
- c. Insurance Rating: All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A.M. Best rating of A: VII.
- d. The Vendor shall maintain all insurance required under subsections a through c of this Section during the entire term of this Agreement and any extensions.

23. Year 2000 COMPATIBILITY. All software purchased under this agreement is compatible with the Customer software that is year 2000 or more recent vintage.
24. EFFECTIVE DATE. This agreement shall be signed last by Customer, which will be the Effective Date.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below:

CUSTOMER:

MONROE COUNTY 911 EMERGENCY TELEPHONE SYSTEM BOARD

By: _____
LYNDON PRANGE, Chairman

Date: _____

ATTEST:

By: _____
FLOYD FLOARKE, Secretary

VENDOR:

ID NETWORKS, INC.

By: _____
DOUGLAS G. BLENMAN SR., President

Date: _____

ATTEST:

By: _____
BONNIE M. BLANMAN, Secretary

File: C:\Documents and Settings\jnagy\Desktop\Monroe County FINAL DOCS - 09-01-08\IL - Monroe County 911
Contract - 09-01-08 Final.doc

ATTACHMENT "A"

TO

ID NETWORKS, INC. LICENSE AGREEMENT

WITH

**THE MONROE COUNTY 911 EMERGENCY TELEPHONE
SYSTEMS BOARD**

Monroe County (IL) 911 CAD Project

Statement of Work

December 1, 2007



Project Title

This project shall be known as the Monroe Project for:

- Computer Aided Dispatch (CAD)

Introduction

This Monroe County software project is clearly intended to provide an integrated system for public safety and law enforcement, including the integration of existing information from agencies. The primary objectives of this Monroe Project specifically address the collection of emergency and non-emergency calls through the criminal and non-criminal follow up needed as a result of the request for assistance.

Systems shall be provided by ID Networks will support this process from the initial call to the subsequent paperwork needed to complete the documentation needed for on online system. The continuing objective is to eliminate the duplication of effort and data entry, as possible.

This project addresses all critical facets of the 911 Center's CAD system.

Primary Objectives

APPLICATION OVERVIEWS

1. Multi-User ID Networks Security System
 - IDN's security system provides a centralized method of secured access to all ID Networks applications. Security access is assigned either by user or groups of users. Audit trails for many items exist within the system as well to maintain histories of record deletions and many other items.
2. CAD – Computer Aided Dispatching
 - CAD is a real-time system architecture that provides dispatchers with integrated call processing, future 911 data streaming, direct integration with field officer reporting, and an enhanced application for highly productive dispatcher operations.

Scope of Work

The overall project will encompass the integration of multiple vertical market public safety and law enforcement software systems from an experienced provider, ID Networks, on behalf of the Monroe County 911 Center. As mentioned above, the applications will service the citizens of Monroe County, Illinois for emergency, non-emergency, criminal, and non-criminal 911 center calls and dispatching, including the County Sheriff, the City of Columbia, and the City of Waterloo.

Monroe County (IL) 911 CAD Project

Statement of Work

December 1, 2007



ID Networks is providing end-to-end solutions for the applications already mentioned. They shall be fully integrated in order to provide the maximum level of efficiency and indexing, as applicable. The systems shall be implemented after a complete analysis of requirements is reviewed and mutually agreed upon by both parties. A continuing list of tasks and schedules for reviews, technical efforts, conversions, software installations, training events, system configurations, customized programming, field installations, parallel processing, and final implementations will be developed and maintained in order to affect the final implementation of all systems named.

The overall implementation is estimated at 7 months, to include many onsite visitations and implementation efforts as needed. It is expected that the overall success will be directly related to the mutual efforts of both parties involved. Proper system setup for each of the applications involved will be paramount to the success of each application.

Implementation of each of the systems will be directed by an ID Networks project manager and cooperatively scheduled and planned with an appropriate Monroe County project coordinator. This relationship is imperative to the success of the overall project.

The diverse nature of the implementation will deal with off the shelf software, numerous specialized conversions, various interfaces, diverse setup and configuration, dynamic training requirements, and persistent project reviews.

Additional integration of this project with other existing ID Networks applications within Monroe County will be part of the end to end solution. Specifically, integration with new ID Networks applications for Mobile, RMS, Mugshot Imaging, and Livescan fingerprinting will take place.

The end result of the overall ID Networks implementation will tightly integrate most primary application data, photos, and documents from all of the applications. The Monroe County efficiency of daily workflow will increase dramatically. The accessibility to centralized records will create a database mechanism for all authorized employees. And the overall elimination of repetitive manual processes should be eliminated with the new implementation.

Additional benefits associated with the implementation will ultimately improve remote access and updates for field officers and emergency personnel via wireless technologies.

Monroe County (IL) 911 CAD Project

Statement of Work

December 1, 2007



Deliverables

SOFTWARE DELIVERABLES - SUMMARY

The ID Networks computer software required in this project are as follows:

1. ID Networks Security System
2. CAD – Computer Aided Dispatching

- All systems will be integrated with all traditional master indices such as names, addresses, vehicles, property, and locations.
- Online access to all records shall be secured via a centralized security system for both Local Network users and Wireless Network users.
- All communications shall be secured and comply with local networking security, as well as FBI CJIS security policies.
- User access privileges will be assigned by a centralized Security Administrator, authorized by an appropriate Monroe County authority.

SOFTWARE DELIVERABLES – LINE ITEMS

Items	Description	Qty
ID Networks Software		
1. IDDispatch Base CAD (County Wide)	Distributed Dispatch environment including new call, incident and unit monitors, messaging, alerts, time stamping, timers, spell check, mouse or command line processing plus daily and statistical reporting.	1
2. E911	E911 call processing including capturing of cell phone locations	2
3. Mapping	Integrated Mapping with GPS capability including driving directions and active incident/unit	6
4. Unit Recommendation	Unit recommendation based on closest car calculations utilizing GPS	2
5. AVL (Per PSAP)	AVL (automatic vehicle locator) integration utilizing unit GPS information	2
6. Pin Mapping (County Wide)	Pin Map of Unit and Incident Activity	1
7. IDMobile Mapping	Mapping with integrated GPS and AVL providing driving directions and incident/unit status information	44

Monroe County (IL) 911 CAD Project

Statement of Work

December 1, 2007



- | | | |
|-------------------------------|--|----|
| 8. Mobile Fire /
Ambulance | Car to Car, Car to CAD, status changes, timer, spell check, day/night vision and Mapping with integrated GPS and AVL providing driving directions and incident/unit status information | 14 |
|-------------------------------|--|----|

SERVICES DELIVERABLES – SUMMARY

The ID Networks list of services is as follows:

1. Project Management
2. Account Management
3. Field Service
4. Remote Service
5. Field Training
6. Remote Training
7. Design Work
8. Report Design
9. Data Conversion
10. Mapping Program Integration

DATA CONVERSIONS

It is expected that ID Networks shall convert Monroe County data bases, as needed.

The final responsibility for conversion audits will be with Monroe County. ID Networks will provide conversion programs, as possible, to convert primary data that exists in current systems. Should data in current Monroe County systems be non-compliant with NCIC or other standards, then data will be converted as possible and also attached to appropriate records as a supplemental record, known as "converted record". The responsibility for review of these computer-generated supplemental -review records will be the responsibility of Monroe County as well.

Code tables play an instrumental role in the conversion and ongoing use of the systems. To that end, Monroe will be expected to work with ID Networks to create and approve the appropriate code table values and purify the Monroe County 911 center CAD codes prior to conversion for validation and translation of the data.

Monroe County (IL) 911 CAD Project

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MASTER INDICES

Master Indices shall play a key role in the improvements of data integration and workflow efficiencies between the 911 center and area agencies. The master indices being provided by ID Networks will correlate and aggregate information in the following areas:

Names	Vehicles
Addresses	Property
Locations	

Master Indices gather information in a variety of ways, including the input of information into applications such as Computer Aided Dispatch, Incident Reporting, Crashes, Citations, arrests, and other means. The integration of photos from the mug shot system will also be linked.

Contractor Resource Requirements

Contractor resources will provide the following services during the project:

1. Project Management
2. Account Management
3. Field Service
4. Remote Service
5. Field Training
6. Remote Training
7. Design Work
8. Programming
9. Report Design
10. Data Conversion
11. Mapping Program Integration

Actual ID Networks personnel being assigned to this project will probably be as follows:

1. Tom West, Project Manager for CAD – twest@idnetworks.com
2. Chris Dottavio, Customer Support Manager – cdottavio@idnetworks.com
3. Melanie Welton, Account Manager for CAD – mwelton@idnetworks.com
4. David Moore, Senior Customer Support – dmoore@idnetworks.com
5. Doug Blenman, Jr. – Product Manager – dblenman@idnetworks.com
6. CAD Support Staff – Cadsupport@idnetworks.com

Monroe County (IL) 911 CAD Project

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December 1, 2007



7. 1-2 Various development personnel – for special applications, interfaces, and custom applications

Performance Standards & Quality Assurance

Performance standards address plans, people, products, and services.

1. Our plans will remain as a cooperative work, continually being updated for the good of the project. Plans will be published on a regular basis in written form, by our project manager. Our training plans will be documented and tailored to the workgroups of people being trained.
2. Our people assigned to the project are all skilled and experienced at what they do. As a result, we are confident that their performance will be a pleasant experience for your users. Our developers, managers, support staff, and service personnel all have the experience it takes to succeed at this project.
3. Our products are all advanced in their design, but designed by industry professionals. They are designed with compliance in mind, with state and federal requirements as well.
4. Our service and support people pay attention to details, respond quickly, and deal with thousands of issues per year for our customer base. Often times, their assistance involves items that have little to do with the operation of our products. But we assist our customers with those borderline conditions as well. In some cases, we are the customer's IT staff and in other cases, we work with very experienced IT professionals. We are ready to adapt to your needs in any given situation or multi-vendor environment.

Reporting & Communications

1. It is assumed that project reviews will be conducted at least monthly for most applications. However, the frequency of reviews will vary based upon need and special situations required by both parties. During critical periods of planning, education, or implementation, it is very likely that weekly meetings and/or sessions will occur.
2. Methods of communications will be primarily phone conferences, sponsored by ID Networks. Email, of course, will be a necessary evil on a regular basis. Additional methods of voice and data based reviews will also be required as projects progress and application overviews are required for educational or training purposes. Onsite visits are planned for the deployments of all applications as well.

Risks and Constraints

1. Most risks associated with the project are driven by the unknown variables of the implementation.
2. Considering that a majority of the implantation deals with off the shelf software, then risks are minimal, assuming that Monroe County adapts its processes to the workflow recommendations

Monroe County (IL) 911 CAD Project

Statement of Work

December 1, 2007



of the ID Networks software and its implied procedures based on the standards promoted by ID Networks software.

Customer Resource Requirements

1. It is expected that the Monroe County 911 Center would assign a project coordinator to the Monroe County 911 CAD project, in order to mutually plan and coordinate all project activities with ID Networks.
2. Additional Monroe County personnel may be required for meetings and/or specific reviews of documentation and data as the project moves forward.
3. And to be certain, the specific assignments needed to achieve the migration of knowledge about the system (overviews) and the training needed (both remote and onsite) will require the continuing participation of Monroe County personnel, with respect to each of the applicable departmental groups assigned to the implementation and subsequent use of the systems being delivered:
 - a. Monroe County systems administrator for setup and configuration
 - b. Security administrator for the establishment and maintenance of users
 - c. User groups will need to engage in educational sessions
 - d. Monroe County system testing of data entry, queries, and reports
 - e. Monroe County internal workflow process discussions to determine changes in procedures
 - f. Monroe County coordinators will need to participate in tracking the implementation activities, in cooperation with ID Networks staff

Other Customer Requirements

System hardware, system networking, MS-SQL server data bases, MS-SQL Server Administration, MS-SQL data backups, PC Workstations, and Mobile laptops shall be provided by Monroe County. Monroe County shall also provide and maintain:

1. Facility NEC electrical compliance for all equipment and devices
2. Network management with 100 Mbit compliance
3. Internet connectivity for remote access by both users and ID Networks remote support personnel
4. Anti-virus software protection for the network servers, workstations, and laptops
5. Additional backups as required for real-time audit logs and regular daily backups for primary data bases.

Considering that it is implied that ID Networks will cooperatively provide technical support for the desktop PC's, it is expected that most systems be locked down with security software in order to guarantee consistent configurations and operations. ID Networks recommends Fortress security software

Monroe County (IL) 911 CAD Project

Statement of Work

December 1, 2007



for this process in order to lockdown the desktops for all systems. This software is the obligation of the County.

Location of Work and Travel

All work shall be completed in two locations:

1. All remote work for ID Networks shall commence and continue throughout the project at ID Networks corporate location: 7720 Jefferson Road, Ashtabula, Ohio 44004 and other ID Networks locations in various states within the U.S.
2. All onsite work for ID Networks shall be performed within Monroe County, Illinois.
3. All work for Monroe County personnel shall be performed within Monroe County in most cases. The invitation exists for Monroe County personnel to visit ID Networks in Ohio, if desired.

Language of Work

1. The English language shall be the requirement and standard for the application, its deployment, its usage, and its support.
2. The software applications shall be off the shelf, unless otherwise noted, and comply with reporting standards of the United States, specifically the FBI, CJIS Security policies, and other U.S. representative national standards.

Security Requirements

1. Security within our applications is a given.
2. We have embedded security and encryption as needed or as required for our networking, messaging, and data transfers.
3. Our communications between our facilities and your facility, for remote support and education is a secured environment, using our own tools and the services of professional services firms for such communications.
4. Security at our premises in Ohio is also highly secured, recognizing that we occasionally store work copies of customer data at our facility, within our secured networks and servers.

Intellectual Property Rights / Copyright

1. All application software being delivered as part of this agreement, both off-the-shelf and any

Monroe County (IL) 911 CAD Project

Statement of Work

December 1, 2007



customized software shall be considered as a "Use License" agreement, whereby ID Networks (the Vendor) shall retain full ownership rights with regard to the software deliverables. Source code for such software shall remain the ownership and property of ID Networks and shall remain in the possession of ID Networks only, unless otherwise agreed upon in writing within this project or separate written agreement.

2. The user of the ID Networks software shall be entitled to the permanent use of the described ID Networks software, as part of this agreement. However, any enhancements to the ID Networks software shall only be available to the user of the ID Networks software, if the user has agreed to an ID Networks written software support and maintenance agreement and the user of the software is current with the payments for such software support and maintenance.

Non-Disclosure and Confidentiality

1. Monroe County and ID Networks will need to execute a mutual non-disclosure agreement. The primary purpose of these documents was to protect the proprietary nature of Monroe County data being reviewed for conversions and any proprietary materials that might be revealed during the mutual review of the projects.
2. It is assumed that these MNDA documents shall continue throughout the project and continue into the time limits agreed upon within the MNDA documents signed by both parties.
3. As part of the MNDA agreement, confidentiality is protected for all related materials engaged with the process of the mutual disclosures throughout the duration of the agreements.

Commencement, Duration, and Award

1. Our work at ID Networks will commence upon the completion of an executed contract with ID Networks. Our administrative staff will standby to assist in that process in order to expedite even the most obvious of clerical tasks to keep the process moving.
2. Once the award and contracts are signed, we will schedule short-term project kickoff sessions, in line with our committed plans. Official plans should be finalized within the first 30 days, with action groups in motion within 45-90 days for various activities.
3. We fully expect that this project will be fully installed in 7-9 months from the date of our receipt of mutual contract written approvals.

Monroe County (IL) 911 CAD Project
Statement of Work
December 1, 2007



Prepared by:

Douglas Blenman, Sr.
ID Networks, Inc.
dgbssr@idnetworks.com

Tel: 800.982.0751, 440.992.0062
Fax: 440.992.1109

ATTACHMENT "B"

TO

ID NETWORKS, INC. LICENSE AGREEMENT

WITH

**THE MONROE COUNTY 911 EMERGENCY TELEPHONE
SYSTEMS BOARD**

SOFTWARE MAINTENANCE AGREEMENT

This Software Maintenance Agreement, between ID Networks, Inc., 7720 Jefferson Road, Ashtabula, Ohio 44004 (otherwise known as "IDN") and

The Monroe County 911 Emergency Telephone System Board, 100 South Main Street, Waterloo, IL 62298 (also known as "Customer")

is an agreement for services, dated September 1st, 2008. This agreement serves to explain the nature and content of maintenance services being provided by IDN to the Customer. Both parties, with written acceptance, agree to all the items contained herein:

PRIMARY AGREEMENT INFORMATION

Effective Date:	September 1, 2008
Software Maintenance Agreement #:	MC911 081
	<i>This is a Base Agreement, upon which future addendum may be added, with mutual written approvals.</i>
Permanent License Agreements to support the software included herein:	Embedded Licenses during software installation
Term of this Agreement:	5 years from the Date of Installation and Training, with Customer Fees Prepaid Annually at the beginning of each year
Renewal Periods:	Automatic renewal annually, with 90 days prior cancellation notice by either party required
Standard Payment Method:	Prepayment annually, unless otherwise stated herein
Approved Server Operating System Platforms:	Microsoft Windows 2000 or higher
Approved PC Workstation System Platforms:	Microsoft Windows XP PRO Workstation <i>Any changes in platform, may void this agreement and the IDN License agreement.</i> <ul style="list-style-type: none">- MS Windows Major Version Upgrades should be rebuilt with a clean system, rather than upgraded- Windows Terminal Server are NOT approved for IDN applications at this time.
<i>(Each module on the Software Schedule is subject to separate IDN approval)</i>	

SOFTWARE COVERAGE

Software Module Coverage	Fees	Coverage
<p>Plan 1, Basic Coverage (8x5), proposed in the ID Networks Customer RFP Response dated December 1, 2007:</p> <ul style="list-style-type: none"> • 8 hours/day, 5 days per week • Monday through Friday, EST • Guaranteed call back within 1 hour • Average response time is 15-30 minutes • After Hours Coverage Available at a Rate of \$125/hour, billed in 15 minute Increments • Applies to ID Networks systems only • Subject to 3rd party assistance for hardware systems • External influences may affect response times • Acts of God impacting responses are excluded • Coordination with Columbia PD for backup if needed <p>Total Maintenance Fees (for this base maintenance agreement)</p>	\$22,291	12 Months from the Date of Installation

Software Item(s)	Type of Coverage
CAD	Plan 1 Basic Coverage (8X5) – Above After Hours Coverage Available at a Rate of \$125/hour, billed in 15 minute Increments

TERMS AND CONDITIONS

- Calculation:

- System Cost	\$158,265
- Less	<u>\$9,655</u>
- Service Base	\$148,610
- Rate	<u>15%</u>
- Annual Service	\$22,291
- Pre-paid Annually with Signed Maintenance Agreement on File
- Invoices will be issued by IDN to the customer:
 - After Installation and Training
 - After any new addendum are signed by the Customer, which require billing
 - 30 days prior to any automatic renewals within this agreement
- Customer Payment to be processed "upon receipt of the invoice", unless otherwise negotiated in advance and so noted on the invoice from IDN.

**SOFTWARE MAINTENANCE SERVICES
PROVIDED BY ID NETWORKS (IDN)****1. Helpdesk, Email, and Phone Support**

- Our staff is available to answer software questions and provide technical support for the IDN products being delivered. The hours of support are 8:30am to 5:00pm, Monday through Friday, Eastern Standard Time, holidays and published exceptions not included.
- For the most effective mode of service to be achieved, we recommend that your agency appoint one person to act as prime account liaison. All software releases will be addressed and coordinated with the designated account liaison.
- Any non-IDN product issue requests will be documented and then referred back to the customer
- Unless IDN specifically contracts for a universal help desk solution, it is the responsibility of each customer to screen customer issues while requesting support to IDN.
- Support issues may be submitted via specific email addresses for your account, such as support@idnetworks.com , or via our help desk support desk at <http://www.idnetworks.com/Support/default.html> or via phone requests to our support department.
- Typically, the most effective way to engage IDN support personnel is via the website helpdesk link <http://www.idnetworks.com/Support/default.html> .

- All authorized service customers will be issued help desk login information, in order to directly submit concerns and issues to our support department.

2. Program "Bug" Fixes

- Normal program "bug" fixes or patches to our software will be published via our web site (www.idnetworks.com), E-mail broadcast, fax, and/or mail.
- Software patches will be available for download from our web site, as they become available and tested by our staff or pilot sites.
- Software patches are distributed on a regular basis, typically by electronically downloading the updates to your central server, whereby all users within your networks can receive those updates in an automated fashion. Software updates and enhancements are usually distributed every 4 months, on a planned basis. The process of distribution for these enhancements is the same electronic process stated above.
- Documentation, in varying forms, will exist with the patches in order for the customer to understand the need for such patches.
- IDN will recommend or insist on the implementation of software patches due to the critical nature of their purpose. Should the customer elect to delay or not install such patches, then IDN shall assume no responsibility for the resulting effect.

3. New Software Releases

- ID Networks distributes its latest versions of software once they are tested, documented, and prepared for release. IDN is constantly enhancing our software modules based on user requests and design improvements. When a significant amount of enhancements have been added to the product, they are labeled as a new version and released to all current Full Service accounts.
- IDN reserves the right to review, modify, accept, or reject all user or committee suggestions relating to IDN software development activities, software products, product interfaces, imports, exports, queries, or reporting.
- The software is typically installed remotely or shipped in a CD format by UPS, at the discretion of IDN. These software releases usually include Release Notes that alert the account liaison to important aspects of the new software. We also give recommendations to perform a successful installation and configuration. Our software support staff is also available to assist with the installations, should you have problems.
- IDN Compliance with Industry, Local, State, and Federal standards is a function of the Customer's initial software acquisition and licensing and shall apply to any then current standards known to be in effect and completely documented, prior to

the first request for quotation for the customer's software acquisition and corresponding license, inside the scope of this maintenance agreement.

- Although this maintenance agreement will provide its "best efforts" to maintain ongoing compliance at no charge to the customer, IDN reserves the right to review all customer requests for ongoing compliance, for any reason, and in response to the customer's request for compliance, provide the customer with a compliance review and then provide the customer with a possible quotation for additional services and/or programming, outside the bounds of this agreement.

4. Training Materials

- New software releases may include an online, internet based overview of the new software being distributed. In addition, IDN may elect to schedule a remote online session with the customer(s) to explain and view the new software being released.
- When a significant number of software products have been released and the customer requests additional classroom training, IDN may hold classes at its offices, nearby facilities, or online internet classes. Class size is not limited in most instances. All training costs are covered under the Agreement. However, the customer is responsible for any travel costs or internet/phone-line based charges applicable for the session.
- Software training for new customers is covered under the individual purchase agreements and is usually conducted onsite and remotely via the internet and may be tailored to the customer requirements at a per diem rate.
- If additional onsite training is desired for whatever reason (perhaps a large personnel turnover), a separate quote can be issued to cover the costs of onsite training by one of our certified instructors.

5. E-mail and Website Customer Service News

- IDN publishes customer service news for its customers throughout the year, typically in the form of an E-mail broadcast and website access for viewing and printing by the customer.
- It is required that each customer coordinator and other interested customer parties maintain a valid email address in order to receive IDN email notifications, since notices will not be sent out via other means, unless otherwise negotiated.
- Any number of approved customer employees may receive the confidential customer news from IDN by simply notifying IDN of their name, job position, and E-mail address for each individual.
- News focuses on new product features, potential issues or concerns, and system administrator considerations.
- Newsletters also link to our web site for various reasons.

- The customer should maintain an E-mail provider which allows for at least 1-2 MB of file attachments for your inbound E-mail.
- Online copies of technical documentation, manuals, & newsletters are available for download by customers.
- FTP site directories are provided for customers to interact with our technical staff.
- E-mail contact is also available via the site.

6. E-mail Broadcast Services

- IDN highly recommends that at least one, but preferably several persons at our customer sites maintain professional E-mail accounts for communications with IDN throughout the year.
- IDN maintains a database of all customers, their computer liaisons, other points of contact, and informational personnel.
- E-mail broadcasts are made to appropriate individuals in cases where there is technical or other product information which we believe to be relevant for publishing.
- IDN news is sometimes a notice of software problems or software patches, but may also include thoughtful planning information for your facility.
- At our discretion, IDN may also elect to fax broadcast these E-mails in order to inform persons sooner of a situation worth noting.
- During periods of new software development, you may receive these broadcasts as a notice of upcoming functions and features, in which case IDN always welcomes your timely feedback via E-mail or fax.
- The Customer may choose to be removed from the email broadcasts, but in doing so, that individual will no longer receive relevant IDN only information critical to the customer account. It is not recommended that customers un-subscribe to our email notifications, since it will be impossible for that account to remain current with the many notifications the IDN broadcasts for the benefit of all customers.
- In some cases, IDN may choose to call the customer directly or follow up the initial broadcast, to insure that the information has been received by the account. However, IDN will not broadcast any notifications in any other form, other than email.

7. Remote Support via Modem or Internet Access

- Whenever the customer has a software or database problem that the Customer Liaison or the Customer IT Administrators cannot resolve, we encourage an approved customer liaison to call our support lines for assistance.
- Our normal hours of support are 8:30am to 5:00pm, Monday through Friday, EST
- Some situations require our technicians to dial into your system in order to properly diagnose, detect and resolve issues. Via remote support, they can often replace software that has been corrupted for whatever reason and rebuild files if

needed. To do this, we require that a phone line or internet access is available for the remote support services required. Internet access is the preferred method.

- Customer supplied passwords must be provided to authorized IDN service personnel, including appropriate security levels, in order for IDN to diagnose, troubleshoot, and repair IDN programs, system conditions, or database content.
- IDN proprietary service authorized passwords will be used by IDN service personnel to troubleshoot, diagnose, install, repair or replace programs, operating controls, and certain databases as necessary.
- In some cases, it is expected that IDN have 24/7 unrestricted access to the customer system, in order to provide timely service after hours and/or to administer servers, data bases, PC workstations, mobile computers, or other appropriate items.
- Remote Service by IDN cannot be provided without remote computer access and appropriate administrative passwords provided by the customer.

LIST OF ASSUMPTIONS AND CONDITIONS

- This is the entire software maintenance agreement, allowing for future addendum.
- There is an automatic renewal of the agreement each year. Unless IDN is notified in writing, subsequent billings will be issued one month prior to their due date.
- To be eligible for services, IDN must have a signed or embedded (authorized during customer installation) Permanent License Agreement on file for each Software Application and the customer must remain current with payments.
- Software virus protection on all servers, network appliances, and PC equipment is the responsibility of the customer.
- Dial Up phone access or high-speed Internet Access (preferred) is the responsibility of the customer and is mandatory for this agreement.
- After hours access by IDN personnel to the customer's network is sometimes required and will require a customer procedure and secured passwords to allow IDN access.
- Any required hardware fees, operating system fees or database license fees, in order for the customer to install or use IDN software, are not included within this maintenance agreement and are assumed to be the responsibility of the customer, unless otherwise noted with other agreements.
- PC Anywhere Software or equivalent solution is the method by which IDN will access and remote control your systems for support. This software is the responsibility of the customer.
- Any other method of access other than PC Anywhere will require the approval of IDN.

ID NETWORKS SUPPORT CONTACT INFORMATION

- | | | |
|--------------------|----------------|---|
| • Customer Service | (440) 992-0062 | support@idnetworks.com |
| • Sales Department | (440) 992-0062 | sales@idnetworks.com |
| • Administration | (440) 992-0062 | admin@idnetworks.com |
| • Website Support | | http://www.idnetworks.com/Support/default.html |
| • Online Meetings | PC Access | http://www.idnetworks.com/ |
| • Online Meetings | Phone Access | Specific to each meeting
Toll-Free (US), |

CHANGES IN TERMS, CONDITIONS AND FEES

- ID Networks will not increase maintenance fees throughout the duration of the 5-year maintenance agreement
- The Maintenance Agreement cannot be cancelled by either party except due to default by the other party

TAXES AND DUTIES

- There shall be added to maintenance fees and other charges under this agreement amounts equal to any tariff, duties and/or sales or use tax, or any tax in lieu thereof (including any interest or penalties) imposed by any government or governmental agency with respect to the services rendered by ID Networks under this agreement and which ID Networks now or in the future may be required to collect or remit.

SOFTWARE AND DATABASE COVERAGES

- The Software covered is that Software designated in the Permanent License Agreement (embedded or external document) and as updated with improvement or modifications furnished to the Customer under ID Networks maintenance service. During the term of this Agreement, ID Networks will supply the Customer with any improvements or modifications to the Software which are not charged for as options or upgrades.
- During the term of this Agreement, ID Networks will correct or replace its software and/or provide services necessary to remedy or avoid any programming error which is attributed to ID Networks and which significantly affects the intended use of the software. Such correction, replacement or services will be accomplished in a reasonable period, after the Customer has identified and notified ID Networks, in writing, of any such error in accordance with ID Networks reporting procedures in place at the time. IDN will make its **BEST EFFORTS** only toward the resolution of specific situations relating to programming errors.
- Customer agrees to provide ID Networks with database dumps or copies, as requested, and with sufficient support and test time on Customer's computer system or on IDN computers (after file transfer of customer data back to IDN) to duplicate the problem, certify that the problem is indeed with ID Networks' Software, and to certify that the problem has indeed been fixed or a suitable work-around devised.
- Customer shall inform ID Networks in writing of any modifications made by Customer to the Software or associated databases. ID Networks shall not be responsible for maintaining Customer modified portions of the Software or for maintaining portions of the Software or databases affected by Customer modified portion of the Software or databases.
- Corrections for difficulties or defects traceable to Customer errors or system changes (server, operating system, databases, client PC / mobile software, networking, or other infrastructure) may be billed at ID Networks' standard time and material rates. Any corrections or alterations to or new versions of the Software that ID Networks may deliver to Customer under this Agreement shall be limited to one copy of such Software

and documentation delivered to the Customer. The customer may duplicate IDN software (2 copies) or documentation (reasonable # copies) for internal use only. A customer log must be kept of these duplications for IDN review, as requested.

- ID Networks licensed software or documentation (electronic or otherwise) provided to the customer shall not be disclosed or given, in any form, to any IDN competitor, industry consultant, or third party for any reason, without advanced written permission from ID Networks. Any violation of this item shall provide IDN with the option to cancel services or seek damages relating to such disclosure.
- Server equipment administration and configuration, operating system support, data base administration, and networking configuration issues and support are NOT included within this agreement, unless otherwise specified. It is the responsibility of the customer to provide immediate and qualified technical assistance to work with IDN personnel, should IDN request such assistance. In cases whereby IDN is also the network service company under separate agreement or as a specific line item within this agreement, then IDN shall assume such responsibilities.
- Copies of any customer database information (data, photos, fingerprints) will be kept in strict confidence and used solely for the purpose of testing software, testing databases, benchmarking programs, determining performance, creating file conversions, troubleshooting customer problems, technical research / development, or other customer service related activities.

ADDITIONAL ONSITE LABOR AND TRAVEL EXPENSES

- This agreement does not provide for any onsite field service, onsite support services, or travel for such.
- If the customer requests onsite assistance, then the customer shall reimburse ID Networks for any labor and out of pocket expenses including travel to and from the customer site, lodging, meals, telephone, and other related expense.
- All onsite labor and travel expenses will be mutually agreed upon in advance.

PROPRIETARY RIGHTS AND OWNERSHIP

- The customer is issued a perpetual "use" license for the executable IDN software only, without the distribution or access to the IDN source program code.
- IDN shall remain the sole owner of all IDN software, including programming source code, executable programs, and subsequent program materials, proprietary design, and user documentation.
- Any changes, additions, and enhancements in the form of new or partial programs or documentation that may be provided under this Agreement shall remain the proprietary property and ownership of ID Networks.

TERMINATION

- In the event of termination of the Perpetual Use License Agreement, through default by the Customer, all prorated maintenance fees or charges payable for the current year of this Agreement shall, without notice or demand by ID Networks, immediately become due and payable and ID Network's obligations under this Software Maintenance Agreement shall immediately end. Customer maintenance fees shall be prorated for the service period during which the termination takes place. Unused portions of the customer's prepaid fees will be returned to the customer.
- ID Networks may terminate this Agreement in the event of any default by the Customer for this agreement or any default of the customer license agreement.
- Default by the Customer also includes the Customer's failure to pay the maintenance fee within 30 days notice that the same is delinquent by thirty days or more.
- In the event of termination of this maintenance agreement by either party for the IDN software license agreement, then all IDN application materials, technical materials, and programs shall remain the ownership of IDN, with the customer granted continuing "use" of the software and documentation.
- Should this maintenance agreement be cancelled by either party, then all future maintenance services provided by IDN will be billable to the customer, within the bounds of current IDN time and material rates.

NOTICES

- All Notices required or permitted under this Agreement shall be transmitted in writing, only by personal delivery or by certified, registered or first class United States Mail to the following:

Customer: Monroe County Municipalities:
Monroe County Sheriff - Sheriff Dan Kelley
Columbia Police Department - Chief Joe Edwards
Waterloo Police Department - Chief Jim Trantham
(See addresses above for mailing address)

Vendor: ID Networks, Inc.
Bonnie Blenman, Contracts Administrator
7720 Jefferson Road, PO Box 2986
Ashtabula, Ohio 44005

Notices transmitted by first class United States Mail shall be deemed received on the second business day after it was deposited in a United States Mail receptacle. Business day shall not include Saturdays, Sundays or any other day declared as a legal holiday in the State of Illinois by Illinois Law, as now or hereafter amended.

GENERAL

- This Agreement shall be binding when accepted by ID Networks at 7720 Jefferson Road, Ashtabula, Ohio and will be governed by the laws of the State of Illinois.
- It is expected that IDN shall not provide written acceptance of this agreement until the customer provides written acceptance to IDN.
- The terms and conditions stated herein supercede all prior agreements between parties relating to the subject matter of this Agreement. This Agreement may only be changed or modified in writing, via an addendum referencing this Agreement by name and number.

SPECIAL CONDITIONS

None applicable at this time.

ACCEPTANCE BY ID NETWORKS, INC. (IDN)

IDN hereby understands that the contents of this software maintenance agreement shall constitute the entire agreement between IDN and the customer. IDN agrees to this content and terms and conditions. Signatures shown below are authorized to act on behalf of IDN.

Approved and Accepted by IDN:

Date:

By: _____

DOUGLAS G. BLENMAN, SR., President

ATTEST:

By: _____

BONNIE M. BLANMAN, Secretary

ACCEPTANCE BY ID NETWORKS, INC. (IDN)

IDN hereby understands that the contents of this software maintenance agreement shall constitute the entire agreement between IDN and the customer. IDN agrees to this content and terms and conditions. Signatures shown below are authorized to act on behalf of IDN.

Approved and Accepted by IDN:

Date:

By: _____

DOUGLAS G. BLENMAN, SR., President

ATTEST:

By: _____

BONNIE M. BLENMAN, Secretary

Witness (If applicable)

Date:

File: C:\Documents and Settings\jnagy\Desktop\Monroe County FINAL DOCS - 09-01-08\IL - Monroe County 911 Maintenance
Agreement - 09-01-08.doc

EXHIBIT "2"

FOR

MUNICIPAL INTERGOVERNMENTAL COOPERATION
AGREEMENT FOR PURCHASE OF ID NETWORKS, INC.
SOFTWARE PRODUCTS AND SERVICES

BEING A

INTERNET TECHNOLOGY SOFTWARE LICENSE
AGREEMENT BETWEEN ID NETWORKS, INC. OF
ASTABULA, OHIO AND THE COUNTY OF MONROE,
ILLINOIS AND THE CITIES OF COLUMBIA AND WAT-
ERLOO, ILLINOIS

AGREEMENT WITH ID NETWORKS, INC.

This Agreement dated the Effective Date, is entered into by and between the Monroe County Municipalities: Monroe County Sheriff, Columbia Police Department and Waterloo Police Department (hereinafter identified as the Customer) with their principal places of business at:

- Monroe County Sheriff, 225 East Third Street, Waterloo, IL 62298
- Columbia Police Department, 1020 North Main Street, Columbia, IL 62236
- Waterloo Police Department, 301 South Main Street, Waterloo, IL 62298

and ID Networks Inc., 7720 Jefferson Road, Ashtabula, Ohio 44004 (hereinafter referred to as the Vendor). This Agreement is made between the parties for the purpose of the Vendor supplying and installing a Records Management Software System (RMS) and a Mobile Messaging and Field Reporting System (Mobile) at each Customer location (per ID Networks proposals to the Customers dated December 8, 2007). The Vendor will also be supplying and installing a centralized Integrated Justice Information Sharing System (IJIS or IJIS Software System) at the Monroe County Sheriff's Department, for access and use by all three customers named above, as well as the Monroe County 911 Dispatch Center (per ID Networks proposal dated April 5, 2007). The Vendor will provide IJIS interface software at all four locations, in order that each customer's information can be automatically forwarded to the IJIS Sharing system. Only copies of approved customer data will be forwarded to the shared IJIS system, with each customer retaining control of their own information.

NOW WHEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICE. The Vendor shall provide equipment and services as described herein. There may be some equipment supplied as needed, but primarily ID Networks will be providing the RMS, Mobile, IJIS and Software Systems, including services to include onsite training, installation, and project management. The Vendor shall provide maintenance for the RMS, Mobile, and IJIS Software Systems, in accordance with the cost set forth in the ID Networks Proposals and the terms of this Agreement.
2. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement and the following documents:

- Attachment A – Statement of Work dated December 1, 2007
- Attachment B – Monroe County Sheriff Maintenance Agreement
- Attachment C – Columbia PD Maintenance Agreement
- Attachment D – Waterloo Maintenance Agreement

The intention of this Contract Document is to include all labor, materials, software and other items as necessary for the proper execution and completion of the Work and the terms and conditions for the performance of the work.

3. COMPENSATION. The Customer will compensate the Vendor in the following amount:

- A. \$336,580 for all equipment, goods, and installation services rendered under this Agreement. This amount includes all shipping and insurance. The total compensation is derived from the Total of Proposals dated December 8, 2007 and April 5, 2007. The Maintenance Agreements shall take effect approximately six months after installation and fees for such will be payable, as shown in Attachments B, C, and D (total maintenance is \$35,060).
- B. In accordance with the intergovernmental agreement among all three customers, each of the 3 parties will be responsible for an equal 1/3 share of the cost (\$112,193.33 for equipment, goods and installation services and \$11,686.67 for maintenance) and none of the parties shall be liable for payments due under this contract from any other party, with no joint and severally liability.

4. PROJECT IMPLEMENTATION & ACCEPTANCE, PAYMENTS.

- A. Vendor will submit invoices to the Customer, in accordance with the Implementation Task List Summary shown in the table below. Each task list is structured to support the delivery, installation, integration, training, support, and service necessary to successfully implement the system solutions being provided.
- B. Each of the tasks below is supported by mutually agreed upon activities to support each task required. Payments provided by the Customer to the Vendor shall follow the guidelines indicated below as Payment Terms. Several invoices are expected to be issued by ID Networks to the Customer (see payment terms per task list below).
- a. Any 3rd party participation and payments required for the project (such as networking, servers, databases, and other equipment) are the responsibility of the Customer, with no joint and severally liability. Payments to ID Networks shall not be held up or modified due to Customer delays or 3rd party delays.
- b. Three payment schedules are shown below for each of the major product deliverables. The payments for each of the deliverables shall remain independent of each other.

T A S K	Project Implementation Summary Task List	Payment Cycle for RMS			
		Task Summary Price	Task Start Time	Estimated Duration of Task	Payment Terms For Each Task Below
1	Initial Down payment – 50% Software implementation will be planned in cooperation with the customer – 7-9 months	\$ 71,147.50	Immediate	1 month	Down payment – 50%
2	Installation & Training – 30%	42,688.50	2-3 months	3-4 months	30% Installation / Training
3	Balance Due – Final Payment – 20%	28,459.00	4 months	2-4 months	20% Final Payment – GO LIVE in an expected 4 months, with additional items over a 9 months

Agreement for Products & Services

ID Networks & Monroe County Municipalities

TOTAL PROJECT PRICING	\$ 142,295			Yearly Maintenance - \$15,747
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T A S K	Project Implementation Summary Task List	Payment Cycle for Mobile			Payment Terms For Each Task Below
		Task Summary Price	Task Start Time	Estimated Duration of Task	
1	Initial Down payment – 50% Software implementation will be planned in cooperation with the customer – 6-9 months	\$ 67,965.00	Immediate	30 days	Down payment – 50%
2	Installation & Training – 30%	40,779.00	1-3 months	1-2 months	30% Installation / Training
3	Balance Due – Final Payment – 20%	27,186.00	3-4 months	1-3 months	20% Final Payment – GO LIVE in an expected 3-4 months, with additional applications over a 9 month period
TOTAL PROJECT PRICING		\$ 135,930			Yearly Maintenance - \$11,814

T A S K	Project Implementation Summary Task List	Payment Cycle for IJIS			Payment Terms For Each Task Below
		Task Summary Price	Task Start Time	Estimated Duration of Task	
1	Initial Down payment – 50% Software implementation will be planned in cooperation with the customer – 6 months	\$ 29,177.50	Immediate	30 days	Down payment – 50%
2	Installation & Training – 30%	17,506.50	2-3 months	1 month	30% Installation
3	Balance Due – Final Payment – 20%	11,671	3 months	3-6 months	20% Final Payment – GO LIVE in an expected 3-4 months, with additional applications over a 9 month period
TOTAL PROJECT PRICING		\$ 58,355			Yearly Maintenance - \$7499

C. ID Networks warrants that the software being provided within this agreement will successfully interface with the Illinois LEADS system and NCIC queries. In the event that ID Networks software fails to interface with LEADS/NCIC, then the compensation payable within this agreement attributable to the LEADS/NCIC systems will not be due and payable

and any payments theretofore made to ID Networks that are attributable to the same shall be refunded to the customer.

- D. Any 3rd party payments required for the project, but outside the bounds of this agreement, are the responsibility of the Customer. Any payments to ID Networks shall not be held up or modified due to Customer delays or 3rd party delays. Any implementation delays by the customer for any reason, including related delays by 3rd parties acting on behalf of the customer, shall extend the timeframe available to ID Networks for its performance.
 - E. The completion date of this agreement shall be seven months beyond the date of delivery of a mutually executed agreement to ID Networks. In the event that ID Networks does not complete the implementation of the planned activities within the specified period of nine months, ID Networks shall incur a penalty of \$100 per day as liquidating damages, thereafter that completion of full performance of the contract is delayed.
 - F. Task List Acceptance provided by the Customer to the Vendor shall follow the guidelines indicated within the proposal, and shall supersede all acceptance definitions and conditions explained elsewhere. The Vendor will provide project updates to the Customer as requested monthly.
 - G. Payment may be withheld on account if any defective work by Vendor, as determined by Customer, is not remedied.
 - H. The making of final payment shall constitute a waiver of all claims by the Customer except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of the Work to comply with the requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by the Vendor except those previously made in writing and still unsettled.
5. **PERSONNEL**. Vendor warrants and represents that all personnel employed to provide services hereunder are completely trained and fully qualified to provide such service, including sub-contractors assigned to all or part of a Task List.
- A. Points of Contact for On-going issues are:
 - Bonnie Blenman – Administrative Issues – bblenman@idnetworks.com
 - Thomas West – Project Manager – twest@idnetworks.com
 - Albert Ray – Project Manager – aray@idnetworks.com
 - Doug Blenman, Jr. – Product Manager – dblennman@idnetworks.com
 - Technical Support Dept. – Technical Issues – to be determined for your account
6. **COMPLIANCE WITH LAWS**.

- A. In providing all services pursuant to this contract the Vendor shall abide by all ordinances, laws, and legal regulations pertaining to the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of the Agreement, and shall entitle the Customer to terminate this Agreement immediately upon delivery of written notice of termination to the Vendor.
- B. Contractor shall comply with all federal, state, county and municipal laws and ordinances, including the following:
 - a. Provide a drug free workplace pursuant to the Illinois Drug Free Workplace Act (30 ILCS 580/1, et seq.);
 - b. Comply with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);
 - c. Comply with Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.), and the Rules and Regulations of the Illinois Department of Human Rights, including establishment and maintenance of a sexual harassment policy as required by Section 2-105 of that Article and Act;
 - d. Comply with the Americans with Disabilities Act;
 - e. Comply with the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.); and
 - f. Comply with the provisions of the EQUAL EMPLOYMENT OPPORTUNITY CLAUSE required by the Illinois Department of Human Rights as a material term of all public contracts, which states as follows:

Title 44, Part 750, Section 750, APPENDIX A, Illinois Administrative Code, Equal Employment Opportunity Clause

EQUAL EMPLOYMENT OPPORTUNITY

In the event of contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap

unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- 2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- 7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two types of subcontracts referred to under paragraph 7 of the Equal Employment Opportunity Clause above, following is an excerpt of Section 750.30 of the Department of Human Right's Rules and Regulations for Public Contracts:

Title 44, Part 750, Section 750.30, Illinois Administrative Code, Sub contracts

- C. Each public contractor and subcontractor shall in turn include the Equal Employment Opportunity Clause set forth in Appendix A of this Part in each of its subcontracts under which any portion of the contract obligations are undertaken or assumed, said inclusion to be either verbatim or by reference so that the provisions of the clause will be binding upon such subcontractors.
7. **GOVERNING LAW.** The law of the State of Illinois shall apply to any litigation between the parties with regard to this Agreement and control the interpretation of this Agreement. The venue for any legal action, under this Agreement, shall be the Monroe County, Illinois Circuit Court.
8. **ASSIGNMENT.** Vendor will not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the Customer.
9. **MATTERS TO BE DISREGARDED.** The titles of several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.
10. **RECORDS.** Vendor agrees to promptly notify the Customer in writing of the receipt of any written or verbal requests for inspection and copying of any documents relating in any manner whatsoever to the services provided by the Vendor as well as any actual or proposed response made to these requests. All such information is confidential and Vendor agrees not to disclose such information to any person or entity without the express written consent of the Customer. The restrictions herein shall not extend to discussions or disclosures to Vendor's employees or contractors, as may be required to perform the services covered by this Agreement, in which case Vendor shall insure that any such employees or contractors are aware of the confidentiality requirements under the Agreement and are properly trained to protect such confidentiality. Breach of this section shall be treated as a material breach of this Agreement.
11. **SERVICES NOT PROVIDED FOR.** No claim for services furnished by the Vendor, not specifically provided in the Agreement, will be expected by the Customer, nor shall the Vendor do any work or furnish any material not covered by the Agreement, unless this is approved in writing by the Customer. Such approval shall be considered to be a modification of the Agreement, and shall reference this Agreement specifically in its content, including a designation of any payments and obligations.
12. **SUBCONTRACTS.** The Vendor shall provide all services hereunder by and through its own employees or contractors designated herein; Vendor may not provide any services hereunder by means of subcontracts with individuals not qualified by the Vendor. Vendor hereby designates the following subcontractors:
- No sub-contractors at this time, but we may utilize law enforcement personnel for consulting, training and specialized support as needed.

13. **SEVERABILITY.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, by a court of competent jurisdiction, such decision shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate that portion of the Agreement forthwith upon the delivery of written notice of termination to the other party. Upon termination of a portion of the agreement due to invalidity a compensating adjustment shall be made in the payments due from the customer or a reimbursement of payments made by the customer to the vendor shall be made, if applicable.

14. **WAIVER OF BREACH OR DEFAULT.** Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provisions of this Agreement shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the Customer.

15. **DEFAULT AND REMEDY.** In the event of a default in the performance of this agreement by any party hereto, any party injured by the default and which is not in default in the performance of this agreement shall have every remedy provided by law or equity under the law of the State of Illinois to remedy said default, including but not limited to an action for specific performance and/or injunctive relief, an action for money damages, and a right to rescind this agreement. Said remedies shall be cumulative and not exclusive of one another.

16. **NOTICES.** All Notices required or permitted under this Agreement shall be transmitted in writing, only by personal delivery or by certified, registered or first class United States Mail (or equivalent) to the following:

Customer: Monroe County Municipalities:
Monroe County Sheriff - Sheriff Dan Kelley
Columbia Police Department - Chief Joe Edwards
Waterloo Police Department - Chief Jim Trantham
(See addresses above for mailing address)

Vendor: ID Networks, Inc.
Bonnie Blenman, Contracts Administrator
7720 Jefferson Road, PO Box 2986
Ashtabula, Ohio 44005

Notices transmitted by first class United States Mail shall be deemed received on the second business day after it was deposited in a United States Mail receptacle. Business day shall not include Saturdays, Sundays or any other day declared as a legal holiday in the State of Illinois by Illinois Law, as now or hereafter amended.

17. **SUBSTITUTIONS.** The Vendor shall not substitute equipment or goods without the express written permission of the Customer.

18. **WARRANTIES.** The Vendor guarantees the equipment and goods at the time of delivery to be subject to the Manufacturers Maintenance Agreement and assigns all Manufacturers Warranties to the Customer. Vendor warrants and represents that at time of delivery it has good title to the aforementioned equipment free of all liens and encumbrances of whatsoever kind and description, and that there exists no lien or property interest in such equipment other than the Vendor's interest therein. The Vendor warranties its work and products as provided in the ID Networks Proposal and will perform all work in a professional, workmanlike manner.
19. **ATTORNEY FEES:** If the Vendor defaults in its performance under this agreement and it thereby becomes necessary for another party or other parties to the agreement to employ the services of an attorney to enforce or terminate the agreement, if the vendor is found to be in default, with or without litigation, the vendor shall be responsible for payment of the other party or parties reasonable attorney fees and costs incurred in enforcing or terminating the agreement and the same may be included in any judgment entered by a court of competent jurisdiction in proceedings instituted to enforce or terminate the agreement.
20. **RISK OF LOSS.** Risk of loss shall pass from the Vendor to the Customer for all goods purchased by the Customer upon physical acceptance of the goods by the Customer, following the installation of the software system and the customer acceptance and use of the product. The Vendor assumes full responsibilities and holds the Customer, its officers, employees, and agents, safe, harmless, and free from and against any and all loss, cost, liability and expense (including reasonable attorneys fees and court costs) paid or incurred by Customer (including reasonable attorney fees and costs incurred by the customer in enforcing this indemnity agreement) arising from any claim or cause of action resulting from any act or omission of Vendor, its employees, agent, and sub-contractors, their agents, and employees, and all other persons performing any of the work under the Agreement.
21. **ENTIRE AGREEMENT.** It is understood and agreed that the entire Agreement of the parties is contained herein (including the attachment A through D, which are attached hereto and by reference made part hereof) and that this Agreement supersedes all oral Agreements and negotiations between the parties relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof. Any modifications, alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.
22. **INSURANCE.** The Vendor shall not commence work under this Agreement until it has obtained all insurance required hereunder and such insurance has been approved by the Customer. Certificates of such insurance shall be filed with the Customer prior to commencing work. Additionally, Vendor will provide the Customer with a letter from the insurance carrier that the Customer will be notified within ninety (90) days of the pending cancellation of any policy relating to this Agreement.
- Each insurance company shall be subject to approval by the Customer, and the respective policies shall name the Customer as an additional named insured. Approval of the insurance by the Customer shall not relieve or decrease the liability of the Vendor hereunder. Such insurance is primary and in no event will be considered contributory to any insurance purchased by the Customer. Such insurance will not be

canceled, reduced, or materially changed without providing the Customer ninety (90) days advance written notice, via certified mail.

Contractor will provide certificates of insurance evidencing the following types and limits of insurance.

- a. **Comprehensive General Liability:** \$1,000,000 limit for bodily injury, personal injury, or death to each person; \$1,000,000 limit for property damage per occurrence; and \$1,000,000 for all other types of liability. The aggregate shall be a minimum of \$2,000,000. A copy of the policy may be required.
- b. **Automobile Liability:** \$1,000,000 limit per accident for each person and \$1,000,000 for each occurrence. Said insurance is to be extended to cover owned, non-owned and hired vehicles.
- c. **Insurance Rating:** All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A.M. Best rating of A: VII.
- d. The Vendor shall maintain all insurance required under subsections a through c of this Section during the entire term of this Agreement and any extensions.

23. **Year 2000 COMPATIBILITY.** All software purchased under this agreement is compatible with the Customer software that is year 2000 or more recent vintage.

24. **EFFECTIVE DATE.** This agreement shall be in full force and effect on the date that all parties to the agreement have signed the agreement (as indicated below) and the date of the last of the parties to sign shall be the "Effective date" of the agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below:

CUSTOMERS:

MONROE COUNTY, ILLINOIS

By: _____
DALE HAUDRICH, Chairman, Monroe
County board of Commissioners

Date: _____

ATTEST:

By: _____
DENNIS KNOBLOCH, County Clerk

CITY OF COLUMBIA, ILLINOIS

By: _____
KEVIN B. HUTCHINSON, Mayor

Date: _____

ATTEST:

By: _____
WESLEY J. HOEFFKEN, City Clerk

CITY OF WATERLOO, ILLINOIS

By: _____
TOM SMITH, Mayor

Date: _____

ATTEST:

By: _____
BARBARA PACE, City Clerk

VENDOR:

ID NETWORKS, INC.

By: DOUGLAS G. BLENMAN SR., President

Date: _____

ATTEST:

By: BONNIE M. BLENMAN, Secretary

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