

JOINT PURCHASING AGREEMENT BETWEEN  
THE COUNTIES OF LAKE AND COOK, STATE OF ILLINOIS

This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, is between the County of Lake, State of Illinois (hereinafter, "LAKE") and the County of Cook, State of Illinois (hereinafter, "COOK").

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and 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 Ordinance; and

WHEREAS, the Governmental Joint Purchasing Act, as amended (30 ILCS 525/1 et seq.) also authorizes units of local government to purchase personal property, supplies and services jointly with one or more other governmental units; and

WHEREAS, both LAKE and COOK desire to acquire high resolution, accurate orthoimagery for the northeastern Illinois region to integrate into their existing GIS to support a wide range of mapping and geospatial applications including emergency first responders, emergency planners, remediation experts for homeland security and emergency management and disaster preparedness; and

WHEREAS, it is the purpose of both of the PARTIES to this AGREEMENT to cooperate with one another on the basis of mutual advantage for the purchase of collaborative aerial imagery services in order to promote and effect economy and efficiency; and

WHEREAS, the PARTIES to this AGREEMENT specifically desire to eliminate the duplication of effort and expense involved in two separate purchases for the same aerial photography services for the geographic area.

NOW, THEREFORE, pursuant to the authority granted by the Joint Governmental Purchasing Act (30 ILCS 525 0.01 et seq.), the PARTIES hereby agree to the following terms and conditions:

1. SCOPE OF JOINT PURCHASE. Services to be jointly purchased for the 2009 Aerial Imagery Mission (hereinafter, the "PROJECT") include ground control products, aerial imagery products, analytical aerotriangulation products, DEM products, digital orthoimagery products and geodatabase design for the 4,160 square mile area of the northern district of Illinois. A set of the portion of the products covering the geographic area of Lake County will be delivered to LAKE. COOK will retain and/or distribute the products which cover all other geographic areas included in the project. The cost of the total project will be \$1,280,907.74. LAKE'S contribution to the cost of the PROJECT will not exceed \$140,899.00, which is the proportional share of services procured for LAKE.

2. TERM. The term of this AGREEMENT will be for sixteen months from the date of signing of this document.

3. AUTHORITY TO ACT. Except as otherwise specified by COOK or specific provisions of this AGREEMENT, LAKE hereby authorizes COOK to act on its behalf and be responsible for the procurement procedure and contract management for these aerial imagery services as provided for in the Joint Purchasing Act (hereinafter, the "Purchasing Act") (30 ILCS 525/3).

4. CONTRACT BID PROCESS. Both PARTIES acknowledge that, in the bidding process, COOK will comply with the purchasing requirements as described in the Purchasing Act (30 ILCS 525/2,4, 4.1).

5. CONTRACT MANAGEMENT. Once the procurement process is completed and the service vendor is selected, COOK (specifically, the Cook County Government Department of Technology, GIS Division) will effect the contract for services and assume management of the PROJECT contract. A copy of the fully executed contract as well as any future official PROJECT notices, products and documents will be submitted to the following unit at LAKE:

Keith Caldwell, GISP  
Manager, Lake County GIS/Mapping Division  
18 North County Street, 8<sup>th</sup> Floor  
Waukegan, Illinois 60085

6. PAYMENT. LAKE'S contribution to the project will be submitted to COOK pursuant to COOK invoice and paid according to the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

7. OWNERSHIP. COOK will assume ownership of the PROJECT deliverables from the vendor and will transfer ownership to LAKE of its portion of the PROJECT deliverables.

7. MODIFICATION. This AGREEMENT may be modified only by mutual consent.

8. TERMINATION. Either PARTY may terminate this AGREEMENT upon sixty (60) days written notice.

IN WITNESS THEREOF, the PARTIES hereto, by their properly authorized officers, have caused this AGREEMENT to be executed the day and year first above written.

COUNTY OF LAKE

\_\_\_\_\_  
Suzi Schmidt  
Chairman, Lake County Board

Attest: \_\_\_\_\_  
Willard R. Helander  
County Clerk

COUNTY OF COOK

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_

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