CONTRACT NO. 2550-01220

Non-Federally Funded

(Purchase Order No. 70000342355)

GPS PANIC BUTTONS FOR JUDICIARY

for

OFFICE OF THE CHIEF JUDGE

SECTION I
AGREEMENT

1. **Overview:**
   Upon execution of this Contract by Cook County Office of the Chief Procurement Officer, Cook County accepts the Vendor's invoice (See Exhibit B) for services.

2. **Scope of Work:** The Contractor has been selected to provide GPS Panic Buttons for Judiciary

3. **Contract Value:** $60,100.00

4. **Contract Term:** Contract shall be effective for one (1) year beginning February 11, 2025 through February 10, 2026.

5. **Vendor Information:**
   Response Technologies, Ltd.
   9959 Cincinnati-Dayton Rd
   West Chester Township, OH 45069
   978-339-3999
   Attention: Matt Cristy

6. **Exhibits:**
   Exhibit A – IT Special Conditions
   Exhibit B – Vendor's Quote
   Exhibit C – Certificate of Insurance
   Exhibit D – Cook County Travel Expense Polity

7. **Proposal:**
   Contractor has reviewed the Statement of Work and General Conditions and has familiarized itself with all of the conditions under which it must be carried out and understands that by this agreement it waives all right to plead any misunderstanding regarding the same.

SECTION II
GENERAL CONDITIONS

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express written approval of the County Chief Procurement Officer ("Chief Procurement Officer"). In no case, however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

The Contractor and its employees, contractors, subcontractors, agents and representatives are, for all purposes arising out of this Contract, independent contractors and are not employees of the County. It is expressly understood and agreed that the Contractor and its employees, contractors, subcontractors, agents and representatives shall in no event as a result of a contract be entitled to any benefit to which County employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

GC-02 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor, including any claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County by Consultant or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-03 INSPECTION AND RESPONSIBILITY

The County shall have a right to inspect and approve any Contract goods, equipment, supplies or services used in carrying out this Contract and shall approve the quality and standards of all materials or completed work furnished under this Contract. Contract goods, equipment, supplies or services not complying herewith may be rejected by the Chief Procurement Officer and/or the Using Agency and shall be replaced and/or re-performed by the Contractor at no cost to the County. Any Contract goods, equipment or supplies rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Contract goods, equipment or supplies have been rejected.

GC-04 PAYMENT TO CONTRACTORS

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables (i.e., the goods, equipment, supplies or services) including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies or equipment set forth in the Contract to the Using Agency, or

that it has properly performed the services set forth in the Contract. The invoice must also reflect the dates and amount of time expended in the provision of services under the Contract. The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

GC-05 INSURANCE REQUIREMENTS

The Consultant, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Consultant's responsibility for payment of damages resulting from its operations under this Contract.

The Consultant shall require all Subcontractors to provide the insurance required in this Contract, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant except paragraph (d) Excess/Umbrella Liability or unless specified otherwise.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

Coverages

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of
$1,000,000 each Accident
$1,000,000 each Employee
$1,000,000 Policy Limit for Disease

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	$1,000,000
General Aggregate	$1,000,000
Completed Operations Aggregate	$2,000,000

The General Liability policy shall include the following coverages:

(1) All premises and operations;
(2) Contractual Liability;
(3) Products/Completed Operations;
(4) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

When any vehicles are used in the performance of this contract, Consultant shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired, and non-owned vehicles with a limit no less than $1,000,000 per accident.

(d) **Excess/Umbrella Liability**

Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:
Each Occurrence: $1,000,000

(e) **Professional Liability (Errors & Omissions)**

The Consultant shall secure insurance appropriate to the Consultant's profession covering all claims arising out of the performance or nonperformance of professional services for the County under this Contract. This insurance shall remain in force for the life of the Consultant's obligations under this Contract and shall have a limit of liability of not less than $1,000,000 per claim.

If any such policy is written on a claims-made form:
(1) The retroactive coverage date shall be no later than the effective date of this contract.
(2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this contract effective date, the Consultant must maintain "extended reporting" coverage for a minimum of three (3) year after completion of services.

(f) **Network Security & Privacy Liability (Cyber)**

The Consultant shall secure coverage for first and third-party claims with limits not less than $1,000,000 per occurrence or claim, $1,000,000 aggregate.

If any such policy is written on a claims-made form:
(1) The retroactive coverage date shall be no later than the effective date of this contract.
(2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this contract effective date, the Consultant must maintain "extended reporting" coverage for a minimum of three (3) year after completion of services.

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of Workers Compensation and Errors & Omissions, shall name Cook County, its officials, employees, and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Consultant's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance requirements specified herein.

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition, or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(b) **Insurance Notices**

The Consultant shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. The Consultant shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which the Consultant commences performance of its part of the work, the Consultant shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Consultant. The receipt of any certificate of insurance does not constitute Contract by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of the Consultant's obligations to obtain insurance pursuant to these insurance requirements.

(c) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

GC-06 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

GC-07 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Contractor and Using Agency. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-08 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever related to the performance of the Contract.

GC-09 COMPLIANCE WITH LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract, including but not limited to those County Ordinances set forth in the Certifications, Affidavits or EDS attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor. The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required in order to perform this Contract.

GC-10 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to perform any obligation under the Contract;
2. Failure to begin performance under the Contract within the specified time;
3. Failure to perform under the Contract with sufficient qualified personnel, equipment, or materials to ensure completion of within the specified time;
4. Performance of the Contract in an unsatisfactory manner;
5. Refusal to perform services deemed to be defective or unsuitable; or
6. Any other material breach of any term or condition of the Contract.

County shall be in default hereunder if any material breach of the Contract by the County occurs which is not cured by the County within forty-five (45) days after written notice of breach has been given by Contractor to the County, setting forth the nature of such breach.

GC-11 REMEDIES

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-11, Default, the County shall have the right to terminate the Contract provided, however, that the County shall give Contractor prior written notice of its intent to terminate. Following notice of breach to Contractor, the County reserves the right to withhold payments owed to Contractor until such time as Contractor has cured the breach which is the subject matter of the notice. In addition, the County shall have the right to pursue all remedies in law or equity.

GC-12 TERMINATION FOR CONVENIENCE

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall

immediately cease performance and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer. The Contractor shall not invoice the County for any goods, equipment, supplies or services provided after the effective date of termination.

GC-13 GUARANTEES AND WARRANTIES

The Contractor agrees that the Contract goods, equipment, supplies or services to be furnished shall be covered by the most favorable commercial warranties the Contractor gives to any customer for the same or substantially similar Contract goods, equipment, supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

GC-14 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

GC-15 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-16 COOPERATION WITH INSPECTOR GENERAL

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

GC-17 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified term or provision.

GC-18 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-19 NOTICES

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

If to the County: 69 W. Washington St, Suite 3300
Chicago, IL 60602
Attention: Department Director

and

Cook County Chief Procurement Officer
161 N. Clark Street, Suite 2300
Chicago, Illinois 60601
(Include County Contract Number on all notices)

If to Contractor: To the Address in Section 1 of this Agreement

Notices delivered by mail are considered received three days after mailing in accordance with this GC-19. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

GC-20 FEDERAL CLAUSES

The following provisions apply to all Contracts which are funded in whole or in part with federal funds.

1. Interest of Members of or Delegates to the United States Congress
   In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims
   (a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.
   (b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents
   (a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the Unites States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.
   (b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective

of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

(a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

(b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

(1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

(2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

(d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptions of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

(e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.

(f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.

(g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.
The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.
The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

(a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of

these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

(e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

9. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

10. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

11. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

(a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

(b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

(c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

12. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

13. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

14. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder , see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

15. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

16. Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

17. Copeland "Anti-Kickback" Act (40 U.S.C. 3145))

All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the

compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

18. Davis-Bacon Act, as amended ((40 U.S.C. 3141-3148)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2000 shall include a provision for compliance with the Davis-Bacon Act ((40 U.S.C. 3141-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

19. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by recipients in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

20. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

21. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

22. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

23. Prohibition on Certain Telecommunications and Surveillance Equipment

Recipients and subrecipients are prohibited from using loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), or by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

EXECUTION

Office of the Chief Procurement Officer

Raffi Sarrafian Digitally signed by Raffi Sarrafian Date: 2025.02.11 12:03:06 -06'00'

Raffi Sarrafian, Chief Procurement Officer Date

Response Technologies



Authorized Signature Date: 2/11/2024

Printed Name and Title: Matthew Cristy Dir. Of Sales

EXHIBIT A

Exhibit [A]
Cook County Information Technology Special Conditions (ITSCs)

1. DEFINITIONS FOR special conditions

1.1. ***"Biometric Information"*** has the same meaning as "biometric information" defined in the Illinois Biometric Privacy Act, 740 ILCS 14/10.

1.2. "***Business Associate Agreement***" or "***BAA***" means an agreement that meets the requirements of 45 C.F.R. 164.504(e).

1.3. ***"Cardholder Data"*** means data that meets the definition of "Cardholder Data" in the most recent version of the Payment Card Industry's Data Security Standard.

1.4. ***"Contractor"*** has the same meaning as either "Contractor" and "Consultant" as such terms are defined, and may be interchangeably used in the County's Professional Services Agreement, or "Contractor" as defined in the County's Instruction to Bidders and General Conditions, if either such document forms the basis of this Agreement. "Contractor" includes any individuals that are employees, representatives, subcontractors or agents of Contractor.

1.5. "***Contractor Confidential Information***" means all non-public proprietary information of Contractor that is marked confidential, restricted, proprietary, or with a similar designation; provided that Contractor Confidential Information excludes County Data or information that may be subject to disclosure under Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or other law.

1.6. "***County***" has the same meaning as the term "County" in the Cook County Procurement Code, located at Chapter 34, Article IV in the Cook County Code of Ordinances as amended.

1.7. "***County Confidential Information***" means all non-public proprietary information of County, including Personally Identifiable Information and any information that is exempt from public disclosure under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances.

1.8. "***County Data***" means all data, including County Confidential Information, provided by the County to Contractor, or otherwise encountered by Contractor for purposes relating to this Agreement, including related metadata.

1.9. "***County Intellectual Property***" or ***"County IP"*** means all Intellectual Property owned or licensed by the County, including Developed IP.

1.10. "***Criminal Justice Information***" means data that meets the definition of "Criminal Justice Information" in the most recent version of FBI's CJIS Security Policy and also data that meets the definition of "Criminal History Record Information" at 28 C.F.R. 20.

1.11. "***Data Protection Laws***" means laws, regulations, industry self-regulatory standards, and codes of practice in connection with the processing of Personally Identifiable Information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320(d) et seq.), the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. § 17921 et seq.), FBI CJIS Security Policy, the Illinois Biometric Privacy Act, 740 ILCS 14/1, et seq., the Illinois Personal Information Protection Act, 815 ILCS 530/1, et seq., and the Payment Card Industry Data Security Standard..

1.12. ***"Data Breach"*** means (a) the loss or misuse (by any means) of any County Confidential Information; (b) the unauthorized or unlawful access, use, or disclosure of any County Confidential Information; or (c) any other act or omission that compromises the security, confidentiality, integrity or availability of any County Confidential Information.

1.13. ***"Deliverable"*** has the same meaning as "Deliverable" as defined in the County's Professional Services Agreement or as defined in the County's Instruction to Bidders and General Conditions, if either such document forms the basis of this Agreement.

1.14. "***Developed Intellectual Property***" or ***"Developed IP"*** means Intellectual Property conceived, developed, authored or reduced to practice in the course of or in connection with the provision of the Services, including, but not limited to: (a) modifications to, or enhancements (derivative works) of, the County IP; (b) Developed Software; and (c) modifications to or enhancements (derivative works) of, Third Party Intellectual Property to the extent not owned by the licensor of the Third Party IP under the terms of the applicable license.

1.15. "***Intellectual Property***" or ***"IP"*** means any inventions, discoveries, designs, processes, software, documentation, reports, and works of authorship, drawings, specifications, formulae, databases, algorithms, models, methods, techniques, technical data, discoveries, know how, trade secrets, and other technical proprietary information and all patents, copyrights, mask works, trademarks, service marks, trade names, service names, industrial designs, brand names, brand marks, trade dress rights, Internet domain name registrations, Internet web sites and corporate names, and applications for the registration or recordation of any of the foregoing.

1.16. "***Malware***" means any hidden files, automatically replicating, transmitting or activating computer program, virus (or other harmful or malicious computer program) or any equipment-limiting, Software-limiting or Services-limiting function (including, but not limited to, any key, node lock, time-out or similar function), whether implemented by electronic or other means.

1.17. ***"Open Source Materials"*** means any Software that: (a) contains, or is derived in any manner (in whole or in part) from, any Software that is distributed as free Software, open source Software, shareware (e.g., Linux), or similar licensing or distribution models; and (b) is subject to any agreement with terms requiring that such Software be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributable. Open Source Materials includes without limitation "open source" code (as defined by the Open Source Initiative) and "free" code (as defined by the Free Software Foundation).

1.18. "***Personally Identifiable Information***" means personal data or information that relates to a specific, identifiable, individual person, including County personnel. For the avoidance of doubt, Personally Identifiable Information includes the following: (a) any government-issued identification numbers (e.g., Social Security, driver's license, passport); (b) any financial account information, including account numbers, credit card numbers, debit card numbers, and other Cardholder Data; (c) Criminal Justice Information; (d) Protected Health Information; (e) Biometric Information; (f) passwords or other access-related information associated with any user account; and (g) any other personal data defined as personally identifiable information under the breach notification laws of the fifty states.

1.19. "***Protected Health Information***" or "***PHI"*** has the same meaning as the term "Protected Health Information" in 45 C.F.R. 160.103.

1.20. "***Services***" has the same meaning as "Services" as defined in Article 3 of the County's Professional Services Agreement or "Deliverables" as defined in the County's Instruction to Bidders and

General Conditions, if either such document forms the basis of this Agreement.

1.21. "***Software***" means computer programs, whether in source code or object code form (including any and all software implementation of algorithms, models and methodologies), databases and compilations (including any and all data and collections of data), and all documentation (including user manuals and training materials) related to the foregoing.

2. SERVICES AND DELIVERABLES

2.1. Approved Facilities. Contractor will perform Services and host County Data only within the continental United States and only from locations owned, leased or otherwise used by Contractor and its Subcontractors.

2.2. Required Consents for Assets in Use and Third-Party Contracts as of the Effective Date**.** For this section, "Assets" mean equipment, Software, Intellectual Property and other assets used in providing the Services and "Required Consent" means the consent required to secure any rights of use of or access to any of County-provided or third-party Assets that are required by Contractor to perform the Services. Contractor is responsible for obtaining all Required Consents relating to this Agreement. The County will cooperate with Contractor and provide Contractor such assistance in this regard as the Contractor may reasonably request.

2.3. Resources Necessary for Services. Except as set forth in this Agreement, Contractor will provide and is financially responsible for all equipment, Software, and other resources needed to perform the Services in accordance with the Agreement.

3. LEGAL COMPLIANCE

3.1. Public Records Laws. Contractor will comply with all laws governing public records located at 50 ILCS 205/1 et seq. and at 44 Ill. Admin. Code 4500.10 et seq. Specifically, and without limitation, Contractor must: (a) store County Data in such a way that each record is individually accessible for the length of the County's scheduled retention; (b) retain a minimum of two total copies of all County Data according to industry best practices for geographic redundancy, such as NIST Special Publication 800-34 as revised; (c) store and access County Data in a manner allowing individual records to maintain their relationships with one another; (d) capture relevant structural, descriptive, and administrative metadata to County Data at the time a record is created or enters the control of Contractor.

3.2. Data Protection Laws. Contractor will comply with all applicable Data Protection Laws, including those that would be applicable to the Contractor if it, rather than the County, were the owner or data controller of any County Data in its possession or under its control in connection with the Services.

3.3. Export Laws. Contractor will comply with all laws governing the export of intellectual property, including, but not limited to the Export Administration Regulations, 15 CFR 730, et seq.

3.4. Protected Health Information. If Contractor will have access to Personal Health Information in connection with the performance of the Services, Contractor must enter a Business Associate Agreement in a form provided by the County. See Attachment X, Business Associate Agreement.

3.5. Criminal Justice Information. If Contractor will have access to Criminal Justice Information in connection with the performance of the Services, Contractor must execute an FBI CJIS Security Policy Addendum or any other required agreements in a form provided by the County. See Attachment X, CJIS Security Policy Addendum.

3.6. Biometric Information. If Contractor will have access to Biometric Information in connection with the performance of the Services, Contractor must properly secure such information in compliance with the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, et seq., including maintaining a retention schedule and destruction guidelines.

3.7. Cardholder Data. If Contractor will have access to Cardholder Data in connection with the performance of the Services, no less than annually, Contractor must tender to County a current attestation of compliance signed by a Qualified Security Assessor certified by the Payment Card Industry.

4. WARRANTIES

4.1. Contractor Materials and Third Party IP. Contractor represents and warrants that it owns, or is authorized to use, all Contractor IP, and Contractor-provided third-party IP.

4.2. Developed Software. Contractor represents and warrants that all developed software will be free from material errors in operation and performance, will comply with the applicable documentation and specifications in all material respects, for twelve (12) months after the installation, testing and acceptance of such developed software by the County. Any repairs made to developed software pursuant to this Section will receive a new twelve (12) month warranty period in accordance with the terms of this Section.

4.3. Open Source Materials. Contractor represents and warrants that all open source materials (OSM) included in Deliverables or Software are obtained from a trusted distributor. Unless otherwise specified in this Agreement, Contractor must maintain OSM support, including required patching and security updates, which will be provided promptly after release. The Contractor must not use any materials that allow users to modify or incorporate open source code into larger programs on the condition that the software containing the source code is publicly distributed without restrictions, commonly known as "copyleft."

4.4. Access to County Data. Contractor represents and warrants that Contractor has not and will not prevent, or reasonably fail to allow, for any reason including without limitation late payment or otherwise, the County's access to and retrieval of County Data.

4.5. Malware. Contractor represents and warrants that it has not and will not introduce or cause to be introduced Malware in any County IT environment at any time. If Contractor discovers that Malware has been introduced into Software, Contractor must, at no additional charge, (a) immediately undertake to remove such Malware (b) notify the County in writing within one (1) business day, and (c) use reasonable efforts to correct and repair any damage to County Data or Software and otherwise assist the County in mitigating such damage and restoring any affected Service, Software or equipment.

4.6. Resale of Equipment and Software. If Contractor resells to the County any equipment or Software that Contractor purchased from a Third Party, Contractor, to the extent it is legally able to do so, must pass through any such third-party warranties to the County and reasonably cooperate in enforcing them. Such warranty pass-through will not relieve Contractor from its warranty obligations set forth in this Section.

4.7. Data Security. Contractor represents and warrants that (a) it will not permit any unauthorized access to or cause any loss or damage to County Data or County IP; (b) it will comply with all County security policies in place during the term of this Agreement, and (c) it will not use any system that is dependent on software or hardware that no longer have appropriate security updates available.

5. INTELLECTUAL PROPERTY

5.1. County Intellectual Property. The County retains all right, title and interest in and to all County IP. Contractor will not be permitted to use any of the County IP for the benefit of any entities other than the County. Upon expiration or termination of this Agreement, Contractor must cease all use of County IP and must return to the County all County IP.

5.2. Developed Intellectual Property. Contractor hereby irrevocably and unconditionally assigns, transfers and conveys to the County without further consideration all of its right, title and interest in such Developed IP, which assignment will be effective as of the creation of such works without need for any further documentation or action on the part of the Parties. Contractor agrees to perform any actions as may reasonably be necessary, or as the County may reasonably request, to perfect the County's ownership of any such Developed IP.

5.3. Residual Knowledge. Nothing contained in this Agreement will restrict either Party from the use of any ideas, concepts, know-how, or techniques relating to the Services which either Party, individually or jointly, develops or discloses under this Agreement, provided that in doing so (a) such information is solely retained in the unaided memory of the Parties employees performing or using such Services, (b) the Party does not breach its respective obligations under Section 6 relating to confidentiality and non-disclosure, and (c) does not infringe the Intellectual Property rights of the other or Third Parties who have licensed or provided materials to the other. Except for the license rights contained under Section 5, neither this Agreement nor any disclosure made hereunder grants any license to either Party under any Intellectual Property rights of the other.

5.4. Software Licenses. This Agreement contains all terms and conditions relating to all licenses in Contractor-Provided Software and Contractor IP. Except as explicitly set forth elsewhere in this Agreement, all licenses that Contractor grants in Contractor-Provided Software include: (a) the right of use by Third Party Contractors for the benefit of the County, (b) the right to make backup copies, and (c) the right to reasonably approve the procedures by which Contractor may audit the use of license entitlements.

6. COUNTY DATA AND CONFIDENTIALITY

6.1. Property of County. All County Data is the sole property of the County. Contractor must not use County Data for any purpose other than that of performing the Services under this Agreement. Without the County's express written consent, no County Data, or any part thereof, may be disclosed, assigned, destroyed, altered, withheld, or otherwise restricted by Contractor or commercially exploited by or on behalf of Contractor.

6.2. Acknowledgment of Importance of County Data. Contractor acknowledges the importance of County Data and that the County may suffer irreparable harm or loss in the event of such information being disclosed or used otherwise than in accordance with this Agreement.

6.3. Data Recovery. Upon the County's request Contractor must promptly return all requested County Data to the County or its designee in such a format that the County may reasonably request. Contractor must provide County with adequate bandwidth and other resources to remove County Data from Contractor servers. Contractor must also provide sufficient information requested by the County about the format and structure of the County Data to enable such data to be used in substantially the manner used by Contractor. Also upon County's request, in lieu of return or in addition to return, Contractor must destroy County Data, sanitize any media upon which County Data resides in accordance to NIST Special Publication 800-88 as revised; and upon County request, Contractor must provide County with a certificate of destruction in compliance with NIST Special Publication 800-88.

6.4. Disclosure Required by Law, Regulation or Court Order. In the event that Contractor is required to disclose County Data in accordance with a requirement or request by operation of Law, regulation or court order, Contractor will, except to the extent prohibited by law: (a) advise the County thereof prior to disclosure; (b) take such steps to limit the extent of the disclosure to the extent lawful; (c) afford the County a reasonable opportunity to intervene in the proceedings; and (d) comply with the County's requests as to the manner and terms of any such disclosure.

6.5. Data Integrity and Loss of County Confidential Information. Data integrity requires that data are complete, consistent, and accurate. As appropriate Contractor must implement and maintain strong, industry standard measures, such as encryption, cryptographic key systems, digital signatures, and firewalls, to maintain accuracy of County Data. Without limiting any rights and responsibilities under Section 7 of these IT Special Conditions, in the event of any disclosure, inaccuracy, or loss of, or inability to account for, any County Confidential Information, Contractor must promptly, at its own expense: (a) notify the County in writing within one (1) business day; (b) take such actions as may be necessary or reasonably requested by the County to minimize the violation; and (c) cooperate in all reasonable respects with the County to minimize any damage resulting from the violation.

6.6. Contractor Confidential Information. County must use at least the same degree of care to prevent disclosing Contractor Confidential Information to Third Parties as County exercises to avoid unauthorized disclosure, publication or dissemination of its County Confidential Information of like character.

7. DATA SECURITY AND PRIVACY

7.1. General Requirement of Confidentiality and Security. Contractor is obligated to maintain the confidentiality and security of all County Confidential Information in connection with the performance of the Services. Without limiting Contractor's other obligations under this Agreement, Contractor must implement and/or use network management and maintenance applications and tools, appropriate fraud prevention and detection and encryption technologies to protect the aforementioned; provided that Contractor must, at a minimum, encrypt all Personally Identifiable Information in-transit and at-rest. Contractor must perform all Services using security technologies and techniques in accordance with industry-leading practices and the County's security policies, procedures and other requirements made available to Contractor in writing.

7.2. Security. Contractor must establish and maintain reasonable and sufficient physical, technical and procedural safeguards to preserve the security and confidentiality of County Confidential Information and to protect same against unauthorized or unlawful disclosure, access or processing, loss, destruction or damage. The safeguards must provide a level and scope of security that is not less than the level and scope required under (a) the County Policies as updated; (b) Federal Information Processing Standard 200; (c) then-current NIST 800-series standard and successors thereto; or (d) an equivalent, generally accepted, industry-standard security standards series.

7.3. Contractor Personnel. Contractor will oblige its personnel to comply with applicable Data Protection Laws and to undertake only to collect, process or use any County Data necessary to perform the Services and not to make the aforementioned available to any Third Parties except as specifically authorized hereunder. Contractor must ensure that, prior to performing any Services or accessing any County Data or other County Confidential Information, all Contractor personnel who may have access to the aforementioned must have executed agreements concerning access protection and data/software security consistent with this Agreement.

7.4. Information Access. Contractor may not attempt to or permit access to any County

Confidential Information by any unauthorized individual or entity. Contractor must provide its personnel only such access as is minimally necessary for such persons/entities to perform the tasks and functions for which they are responsible. Contractor will, upon request from the County, provide the County with an updated list of those personnel having access to County Data and the level of such access.

7.5. Encryption Requirement. Contractor must encrypt all County Confidential Information. Contractor must encrypt the aforementioned in motion, at rest and in use in a manner that, at a minimum, adheres to NIST SP 800-111, NIST SP 800-52, NIST SP 800-77 and NIST SP 800-113 encryption standards. Contractor must not deviate from this encryption requirement without the advance, written approval of the County's Information Security Office.

7.6. Updates. Contractor must provide to County, without charge, the timely application of any upgrades to software required for Services that are available to third parties. Software upgrades must include, but not be limited to, new version releases and operating system patching, as well as bug fixes.

7.7. Contractor as a Data Processor. Contractor understands and acknowledges that, to the extent that performance of its obligations hereunder involves or necessitates the processing of Personally Identifiable Information, it will act only on instructions and directions from the County.

7.8. Data Subject Right of Access and Rectification. If the County is required to provide or rectify information regarding an individual's Personally Identifiable Information, Contractor will reasonably cooperate with the County to the full extent necessary to comply with Data Protection Laws. If a request by a data subject is made directly to Contractor, Contractor will notify the County of such request as soon as reasonably practicable.

7.9. Data Minimization. Contractor must implement procedures to minimize the collection of Personally Identifiable Information.

8. DATA BREACH

8.1. Notice to County. Contractor must provide the County with written notice of any Data Breach promptly following, and no later than one (1) business day following, the discovery or suspicion of the occurrence of a Data Breach. Such notice must summarize in reasonable detail the nature of the County Data that may have been exposed, and, if applicable, any persons whose Personally Identifiable Information may have been affected or exposed by such Data Breach. Contractor must not make any public announcements relating to such Data Breach without the County's prior written approval.

8.2. Data Breach Responsibilities. Upon discovery of an actual or reasonably suspected loss, or unauthorized use, access, or disclosure, of County Data, Contractor must promptly provide details regarding the incident, its mitigation efforts, and its corrective action to prevent a future similar incident. Contractor must fully cooperate with County, and is solely responsible for: (a) investigating and resolving any data privacy or security issue; (b) providing County with a root cause analysis of the breach, (c) notifying any affected persons (solely at County's direction) and governmental regulators, as applicable; and (d) recovering affected data or information, to the extent possible, and (e) provide County with a corrective action plan acceptable to County.

8.3. Notice to Impacted Parties. County has the sole right to determine (a) whether notice of the Data Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise in County's discretion; and (b) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

8.4. Costs. In the event of a Data Breach attributable to an act or omission of Contractor, as part of such remediation, Contractor must pay all cost and expense of County's compliance with any of County's notification obligations, as well as the cost of credit monitoring services for affected individuals.

9. AUDIT RIGHTS

9.1. Service Organization Control (SOC 2), Type II Audits. Contractor must, at least once annually and at its sole cost and expense provide to the County and its auditors a SOC 2, Type II report, or equivalent, for all locations at which the County Data is processed or stored. Contractor must promptly make available to the County the results of any reviews or audits conducted by Contractor (including internal and external auditors), including SOC-2 audits, relating to Contractor's and its Subcontractors' operating practices and procedures to the extent relevant to the Services or any of Contractor's obligations under the Agreement.

9.2. Subcontractor Agreements. Contractor must ensure that all agreements with its Subcontractors performing Services under this Agreement contain terms and conditions consistent with the County's audit rights.

10. EXIT ASSISTANCE

10.1. Removal of Contractor Materials. Contractor is responsible, at its own expense, for de-installation and removal from the County facilities any equipment owned or leased by Contractor, that is not being transferred to the County under the Agreement, subject to the County's reasonable procedures and in a manner that minimizes the adverse impact on the County.

11. MISCELLANEOUS

11.1. Survival. Sections 1 (Definitions for Special Conditions), 5 (Intellectual Property), 9 (Data Breach), and 10 (Audit Rights) will survive the expiration or termination of this Agreement for a period of five (5) years (and Sections 6 (County Data and Confidentiality) and 13 (Miscellaneous) will survive for a period of ten [10] years) from the later of (a) the expiration or termination of this Agreement (including any Exit Assistance Period), or (b) the return or destruction of County Confidential Information as required by this Agreement.

11.2. No Limitation. The rights and obligations set forth in these IT special conditions exhibit do not limit the rights and obligations set forth in any Articles of the Professional Services Agreement. For the avoidance of doubt, the use of County in the PSA or GC will expressly include County and vice versa.

11.3. No Click-Wrap or Incorporated Terms. The County is not bound by any content on the Contractor's website, in any click-wrap or other similar document.

12. EPIDEMIC DISRUPTION

12.1. Epidemic Disruption. County may suspend Services under any Statement of Work on 2 business days' written notice in case of Epidemic Disruption (as defined below). Each party's deadlines and obligations related to performance, receipt, or support of Services will then be delayed by a period equal to the duration of such suspension, provided suspension will not delay Customer's obligations to make payments already due pursuant to the terms of this Agreement. County may end such suspension at any time on 5 business days' notice, provided Contractor may by prompt written notice delay such Services' restart date by up to 2 weeks if earlier return of staff imposes unreasonable burdens on Contractor. If performance pursuant to a Statement of Work is suspended due to Epidemic Disruption for more than 40

business days out of any 90-day period, either party may terminate such Statement of Work for convenience on 10 days' prior written notice, provided that if Provider issues such termination notice and County ends the suspension before the notice period ends, the Statement of Work will not terminate. For the avoidance of doubt: (a) termination pursuant to the preceding sentence does not release Provider from its obligations pursuant to PSA Section __ (*Transition Assistance*); and (b) nothing in this PSA Section __ limits either party's rights set forth in PSA Section __ (*Force Majeure*), including without limitation either party's right to suspend Services as a result of epidemics. ("Epidemic Disruption" occurs when County reasonably concludes (i) that risks related to an epidemic make performance, receipt, or support of Services unreasonably dangerous for either party's employees or for third parties or (ii) that government shelter-in-place orders or other government measures addressing an epidemic make performance, receipt, or support of Services unduly expensive or otherwise impractical.)

EXHIBIT B

#20250115-152122159

QUOTE

Issued
January 15, 2025
Expires
February 15, 2025

Prepared for
Michael Carroll
Legal Services Administrator for Office Of The Chief Judge
michael.carroll@cookcountyil.gov
312-603-1954

Shipping Address

118 North Clark Street

Chicago Illinois 60602

United States

Billing Address

118 North Clark Street

Chicago Illinois 60602

United States

Year 1: $150 per badge and will waive the set up fee

Sku	Products & Services	Billing Frequency	Quantity	Unit price	Price
E4068	Centurion Anywhere (GPS) Panic Button Centurion Anywhere (GPS) Panic Button	Annually	400	$150.00 / year	$60,000.00 / year
E9122	SOS- 911 Integration	Annually	400	$0.00 / year	$0.00/ year

Sku	Products & Services	Billing Frequency	Quantity	Unit price	Price
A1000	Enterprise Centurion Anywhere Enterprise Centurion Anywhere		1	$0.00	$0.00
E9619	System Install Support Service and Programming Programming, Installation & Training		1	$2,500.00	$0.00 after 100% discount
	Shipping Product shipping		1	$100.00	$100.00
Annual subtotal					$60,000.00
One-time subtotal					$100.00
					after $2,500.00 discount
Total					**$60,100.00**

General Terms & Conditions

Response Technologies Terms and Conditions

Payment Terms:

One Hundred Percent (100%) due sixty days (Net 60) from date of invoice, unless otherwise approved in writing by Response Technologies Ltd. ("Seller").

Delivery and Freight:

All Goods are sold F.O.B. destination. Transportation to destination is Seller's responsibility, and Seller alone shall bear the cost of freight, special elections/options and insurance payable by Seller. Buyer must make any and all claims for corrections or deductions within thirty days of receipt of the Goods. Acceptance of delivery of Goods by Buyer shall constitute a waiver of all claims for delay.

Schedule and Installation:

The Response Technologies customization and setup procedure includes the installation of all systems within 45 days of receipt of the customer's Purchase Order (or an otherwise agreed upon date). Upon receipt of a Purchase Order, Response Technologies promptly begins the acquisition, assembly and programming of the required hardware and software. To meet the 45-day timeline, the customer must provide all reasonably required prerequisite information to Response Technologies within 30 days from the Purchase Order date..

Payments:

All remittances should be made to Response Technologies Ltd., 9959 Cincinnati Dayton Road West Chester, Ohio 45069.

Return:

No Goods may be returned without Seller's permission via a returned material authorization (RMA) number. Seller assumes no responsibility for return shipments made without permission. In issuing credit for such shipments, Seller reserves the right to deduct a commercially reasonable restocking charge dependent on the Seller's ability to recondition and resell the returned Goods, which shall not exceed 5% of the purchase price of the returned item, except where the item was damaged through no fault of Seller.

Cancellation:

Buyer may cancel an order only upon written consent of Seller, but Seller is entitled to commercially reasonable cancellation charges including documented labor, material, and overhead expenses, which shall not exceed 5% of the purchase price of the cancelled orders. Seller reserves the right to deduct such cancellation charges from any advance payment received from Buyer.

Warranty:

Seller warrants Goods manufactured by Seller against defects in material and workmanship, when used on those services/applications approved by Seller, for a period of one (1) year from the date of original delivery under the terms of the Response Technologies Limited Warranty. Any accessory items (such as sensors, cables, and batteries) which are part of a functioning system sold by Seller are warranted under the terms of the third-party manufacturer's warranty. Seller's liability under any warranty shall be limited to repair or replacement at Buyer's option of such defective Goods, upon proof of defect. In cases where Seller's field service personnel are requested by Buyer to service warranty claims at Buyer's site, and Seller agrees to do so, Buyer is responsible for reasonable travel expenses of Seller's personnel while en route to and at the site, provided such expenses are (1) pre-approved in writing by County and (2) comply with the Cook County Travel and Business Expense Policy (Exhibit D). This warranty shall be null and void if Goods covered by this warranty are resold by Buyer or are transferred by Buyer from the original installation facility onto which they were initially installed to another location without proper notification and agreement from Seller, which Seller shall not unreasonably withhold, condition, or delay.

Improper Installation or Misapplication:

Seller is not responsible for damages to Buyer's facility, equipment or products because of improper installation or misapplication of the Goods by Buyer. Installation or start-up of Seller's equipment or the Goods must be performed under adherence to Seller's instruction manuals, wiring diagrams, etc., or performed under the direct supervision of Seller's field service personnel or Seller's authorized agent for Goods to be covered by Seller's warranty. This warranty does not cover damage due to misapplication, environmental condition, or abuse.

Cloud Service, Support, and System Protection Plans

Basic Centurion Armor® Plan Standard Features:

Unlimited Cloud Notifications: Unlimited text and email as output features from Centurion Elite head unit.
Automated Reporting and User Analytics: Customer can create reports and view system data to be send to them directly.
24/7 System Uptime Monitoring: Centurion Elite is always checking the system is up and running.
24/7 Health Monitoring: Centurion Elite is always checking health of sensors and systems.

Unlimited Remote Reactive Support: RTL service is automatically notified if there is a system issue and then diagnoses and resolves the issue remotely (if possible).
Unlimited Remote Incoming Support: Live remote assistance for configuration, troubleshooting, basic instruction, and best-practice recommendations, general questions. Standard hours are 8:00 am to 5:00 pm EST Monday-Friday.
Centurion Elite Operating System Maintenance and Updates: System updates, maintenance, Support Updates, firmware updates will be made available.
Field Service Discounts: The stated discount is applied to the hourly labor rate for an onsite technician. Trip charges are not included
Percentage Discount on non-warranty Centurion Elite components or parts repair or replacement: The stated discount is applied to replacement parts or repair charge not covered under the manufacturer or extended protection warranties. Discount will not apply to site visit fee or shipping.

Enhanced Centurion Armor® Plan Standard Features:

All Basic Centurion Armor® Plan features are included, plus:
Annual Remote Health Check: RTL will schedule an annual technical service call to assess the health of the equipment; which will require a temporary, secure connection via the internet. Customer may waive this call at Customer's discretion.
One Annual onsite service and system health check: Customer will request and schedule an onsite trip for an RTL technician to come out for a full system health audit.
Extended Hardware Warranty- Base Unit: Coverage is an extension to the original manufacturers limited warranty on the Centurion® base unit.
Free 2-way Shipping on Repairs: RTL will cover the cost for shipping to and from the customer on all covered repairs. Shipping method and instructions provided by RTL per occurrence at its sole discretion.

Premium Centurion Armor® Plan Std. Features:

All Enhanced Centurion Armor® Plan features are included, plus:
Proactive/Predictive System Analytics: Proactive service to help customers optimize their system.
Two Annual onsite service and system health check: Customer will request and schedule two onsite trips in a calendar year for an RTL technician to come out for a full system health audit.
Extended Warranty with RTL Purchased Sensors: In addition to the extended manufacture warranty of the base unit, RTL will warrant all sensors/equipment purchased with the system against defect during its normal use. Items may be repaired or replaced at the discretion of RTL with no cost to the customer.

Battery Replacement Program: Any sensor battery that has reached a "low" or depleted status, as deemed by the base system, may be replaced at no cost upon request.

Loaner Program: RTL will provide a loaned base system for the duration of a repair covered under warranty. In the event the loaned system is not returned timely or in as-loaned condition, RTL retains the right to invoice the customer or suspend Armor plan coverage at its reasonable discretion.

Effective Support Dates and Terms:

The Centurion Armor® Plan term is typically 1 year, however the length may vary by program type or specifically negotiated terms. Plans are upgradeable and renewable while under continuous coverage. Any plan not renewed prior to expiration may be subject to reinstatement fees.

Terms of Support: At the end of any Plan term end user must renew. Failure to do so may result in withdraw of support, service, or system features as defined in the agreement. Support does not extend to the following items:

- Products that have been modified

- Products that, in the judgment of RTL, have failed due to improper installation, operation, alteration, modification or misuse.

- Product which has not been updated with the most recent correction, modification, or enhancement made available by RTL under warranty or plan terms.

- Product that, in the judgment of RTL, is being used in violation of the license agreement.

Cancellation Policy: Customer may cancel their Plan agreement and receive a pro-rated refund. Plans cannot be canceled within two months of their expiration.
Plan Warranty: Customer must notify RTL of any issue related to Plan coverage and RTL shall correct any lapse of services or covered hardware defect within 90 days. Recovery for a warranty claim against Seller shall be no greater in amount than the purchase price of the specific Goods sold and causing the alleged damage. In cases where Seller's field service personnel are requested to service warranty claims at the Buyer's site, and Seller agrees to do so, Buyer is responsible for reasonable travel expenses provided such expenses are (1) pre-approved in writing by County and (2) comply with the Cook County Travel and Business Expense Policy (Exhibit D), of Seller's personnel during the service call.
Access: Many of the aforementioned features of the plans do require RTL to have remote access to customer system. These are detailed in Armor plans. Customer unwillingness to allow access will limit the ability for RTL to provide support for each plan to the fullest extent for which RTL will not be held responsible to uphold.

Exemptions:

New Purchase Warranty: Warranty provisions for initial purchase of hardware, firmware, and/or software products are described in the applicable General Terms and Conditions of Sale, Software License Agreements and the Centurion Limited Warranty.
Technical Application Services: Support Plans do not include technical consulting for programming applications such as code design, development, or debugging. These services may be made available at applicable rates and terms.
Taxes: RTL is not responsible for any taxes and duties associated with the support provided under any Centurion Armor® Plan, excluding taxes based upon net income.

Centurion Anywhere License Terms and Conditions

Applicable to Centurion Anywhere customers only.

The following, along with the quotation for Centurion Anywhere and related services accepted by Customer (the "Quotation"), set forth the terms and conditions of the CENTURION ANYWHERE LICENSE ("License").

License Granted. Licensor hereby grants Customer a license to use the Centurion Anywhere mobile alert transmission hardware and related software in accordance with the terms and conditions of this License.

Licensor Services. Licensor shall provide the number of mobile alert transmitters to Customer as provided in the Quotation.

Initial Term. The initial term of this License shall begin on the date set forth in the Quotation and shall continue for a period of one (1) year thereafter ("Initial Term").

Provision of Services to Individual Users Determined by Customer. The programming of each Centurion Anywhere mobile alert transmitters will be performed by Licensor in accordance with direction provided by Customer. Customer will provide each individual user's name, SmartPhone telephone number and email address to Licensor. Licensor will not disclose this information to any person except where strictly necessary to provide the hardware, software and services described herein or as otherwise required by law. At no additional cost to Customer, Customer may unassigned and/or reassign Centurion Anywhere mobile alert transmitters to users. Licensor shall

update user information in accordance with Customer directions.

Cost. In exchange for the License herein described, Customer shall pay the following amounts to Licensor:

- Customer shall pay Licensor the Set Up Fee shown in the Quotation per device as a programming fee. This is a one-time charge is to be paid before the initiation of Centurion Anywhere activation.

- Customer shall also pay Licensor the License Fee shown in the Quotation per device per year for provision of the Centurion Anywhere. The License Fee for the first year of the Initial Term shall be paid before the initiation of service.

Updates. Licensor will provide downloadable updates for the Centurion Anywhere software during the Term of this License free of additional charge.

License Replacement Procedure. In the event that during Term of this License a Centurion Anywhere device becomes inoperable, Licensor will replace the device. In order to minimize the period during which Customer has an inoperable device (not due to Customer or end user abuse), Customer should contact Licensor at support@response-technologies.com or by calling 513-202-5099 report such inoperability to Licensor. Within two (2) business days, Licensor will ship a new Centurion Anywhere device to the specific user, which will be set up and ready to use. The new device will be accompanied by a return envelope. Customer agrees that the user will ship the inoperable device to Licensor within five (5) business days after receiving the new device. Customer will be charged, and Customer agrees to pay, an additional charge of One Hundred and Seventy-Five Dollars ($175.00) for any device not returned in accordance with this procedure.

Termination. Customer may terminate this License at the end of the Initial Term or at the end of any subsequent Renewal Term thereafter. In order to terminate this License, Customer must notify Licensor before the end of the current Term and ship all devices to Licensor within thirty (30) business days of the end of such Term.. In the event of termination, all devices must be sent to:

Response Technologies, Ltd.

9959 Cincinnati Dayton Road

West Chester, Ohio 45069

Licensor may terminate this License in the event that any payment due during the Term is not paid by the end of any expiring Term, with 30 days written notice to Customer. In the event that Licensor terminates this License in accordance with the above provision, all Centurion Anywhere devices will be immediately deactivated and subject to return to Licensor as described herein.In the event that Licensor terminates this License effective during any Term, any unamortized License fee will be refunded to Customer. Licensor may temporarily restrict Customer's access to this License, upon reasonable prior notice to Customer, in the event of material abuse or misuse of the device(s) or software by Customer or its end users. Licensor must offer Customer a thirty (30) day opportunity to cure the abuse or misuse. Should Customer cure the abuse/misuse, Licensor must immediately reinstate the License.

Limited Warranty. Licensor hereby warrants the operation of the devices and software throughout the Term of the License except for any temporary disruption due to the inoperability of any device and the ensuing return and exchange process.

Privacy. Licensor must protect Customer and user data. Customer hereby authorizes Licensor to use any Customer and user data strictly as necessary for the provision of Centurion Anywhere and related services hereunder. Non emergency data privacy can be found in the Privacy Policy attached as

Attachment A. Emergency related data privacy can be found in the Emergency Services Privacy Policy attached as Attachment B.

End User License Agreement. All subscribers of Centurion Anywhere must abide by its end user license agreement attached as Attachment C.

RapidSOS Subscribers. If any of your Centurion Anywhere devices are programmed as RapidSOS subscribers, you must abide by its Subscriber end user license agreement attached as Attachment D attached. In addition, any excessive use charges incurred by Response Technologies may be passed on to customers responsible for said charges.

Miscellaneous. This License shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflict of law provisions. If any portion hereof is found to be void or uneforceable, the remaining provisions of this License shall remain in full force and effect.

Modifications or Additions of Terms and Conditions:

No modification of, addition to, or waiver of any of these terms and conditions stated herein shall be binding upon the parties, except by written mutual consent. No publisher terms, including standard click through license terms, website terms, use terms, or privacy policy shall apply to the County unless such terms are signed and agreed by the Cook County Chief Procurement Officer.

END OF SECTION

ATTACHMENT A

PRIVACY POLICY

This Privacy Policy ("Policy") applies to www.response-technologies.com, and Response Technologies ("Company") and governs data collection and usage. For the purposes of this Privacy Policy, unless otherwise noted, all references to the Company include www.response-technologies.com. The Company's website is a informational resource discussing the solutions, products, services, and news pertaining to Response Technologies. site. By using the Company website, you consent to the data practices described in this statement.

Collection of your Personal Information
In order to better provide you with products and services offered, the Company may collect personally identifiable information, such as your:

-First and last name

-Email address

-Phone number

We do not collect any personal information about you unless you voluntarily provide it to us. However, you may be required to provide certain personal information to us when you elect to use certain products or services. These may include: (a) registering for an account; (b) entering a sweepstakes or contest sponsored by us or one of our partners; (c) signing up for special offers from selected third parties; (d) sending us an email message; (e) submitting your credit card or other payment information when ordering and purchasing products and services. To wit, we will use your information for, but not limited to, communicating with you in relation to services and/or products you have requested from us. We also may gather additional personal or non-personal information in the future.

Use of your Personal Information
The Company collects and uses your personal information in the following ways:

-to operate and deliver the services you have requested

-to provide you with information, products, or services that you request from us

-to provide you with notices about your account

-to carry out the Company's obligations and enforce our rights arising from any contracts entered between you and us, including for billing and collection

-to notify you about changes to our www.response-technologies.com or any products or services we offer or provide through it

-in any other way we may describe when you provide the information

-for any other purpose with your consent.

The Company may also use your personally identifiable information to inform you of other products or services available from the Company and its affiliates.

Sharing Information with Third Parties
The Company does not sell, rent, or lease its customer lists to third parties.

The Company may share data with trusted partners to help perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services tothe Company, and they are required to maintain the confidentiality of your information.

The Company may disclose your personal information, without notice, if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on the Company or the site; (b) protect and defend the rights or property of the Company; and/or (c) act under exigent circumstances to protect the personal safety of users of the Company, or the public.

Tracking User Behavior
The Company may keep track of the websites and pages our users visit within the Company, in order to determine what the Company services are the most popular. This data is used to deliver customized content and advertising within the Company to customers whose behavior indicates that they are interested in a particular subject area.

Automatically Collected Information
The Company may automatically collect information about your computer hardware and software. This information can include your IP address, browser type, domain names, access times, and referring website addresses. This information is used for the operation of the service, to maintain quality of the service, and to provide general statistics regarding the use of the Company's website.

Links
This website contains links to other sites. Please be aware that we are not responsible for the content or privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of any other site that collects personally identifiable information.

Security of your Personal Information
The Company secures your personal information from unauthorized access, use, or disclosure. The Company uses the following methods for this purpose:

– SSL Protocol

When personal information (such as a credit card number) is transmitted to other websites, it is protected through the use of encryption, such as the Secure Sockets Layer (SSL) protocol.

We strive to take appropriate security measures to protect against unauthorized access to or alteration of your personal information. Unfortunately, no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, you acknowledge that: (a) there are security and privacy limitations inherent to the Internet that are beyond our control; and (b) the security, integrity, and privacy of any and all information and data exchanged between you and us through this site cannot be guaranteed.

Right to Deletion
Subject to certain exceptions set out below, on receipt of a verifiable request from you, we will:

-Delete your personal information from our records; and

-Direct any service providers to delete your personal information from their records.

Please note that we may not be able to comply with requests to delete your personal information if it is necessary to:

-Complete the transaction for which the personal information was collected, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, and provide a good or service requested by you, or reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform a contract between you and us;

-Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity;

-Debug to identify and repair errors that impair existing intended functionality;

-Exercise free speech, ensure the right of another consumer to exercise his or her right of free speech, or exercise another right provided for by law;

-Comply with the California Electronic Communications Privacy Act;

-Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when our deletion of the information is likely to render impossible or seriously impair the achievement of such research, provided we have obtained your informed consent;

-Enable solely internal uses that are reasonably aligned with your expectations based on your relationship with us;

-Comply with an existing legal obligation; or

-Otherwise use your personal information, internally, in a lawful manner that is compatible with the context in which you provided the information.

Children Under Thirteen
The Company does not knowingly collect personally identifiable information from children under the age of 13. If you are under the age of 13, you must ask your parent or guardian for permission to use this website.

Email Communications
From time to time, the Company may contact you via email for the purpose of providing announcements, promotional offers, alerts, confirmations, surveys, and/or other general communication. In order to improve our services, we may receive a notification when you open an email from the Company or click on a link therein.

If you would like to stop receiving marketing or promotional communications via email from the Company, you may opt out of such communications by Clicking the Unsubscribe Button.

Contact Information
The Company welcomes your questions or comments regarding this Policy. If you believe that the Company has not adhered to this Policy, please contact the Company at:

Response Technologies

9959 Cincinnati Dayton Road

West Chester, Ohio 45069

Email Address:

mv@response-technologies.com

Phone Number:

5132025692

Effective as of February 19, 2024

ATTACHMENT B

RESPONSE TECHNOLOGIES EMERGENCY-RELATED SERVICES PRIVACY POLICY

Response Technologies, Ltd. ("Response Technologies," "we," or "us") offers technology platforms, products, tools, and services (collectively, the Response Technologies "Emergency-Related Services") that facilitate and enhance emergency-related and emergency-response-related services, communications among Emergency Service Providers (such as 911 providers, providers of private security, or safety resource officers), and communications between members of the public and emergency responders. We respect personal privacy and recognize the importance of protecting the information we collect, use, store, disclose, and transfer (collectively, "process"), including, in particular, the sensitive information we collect in the course of providing Emergency-Related Communications.

This Policy complements and is in addition to related provisions of the Response Technologies End User License Agreement ("EULA"). Both agreements contain important information about Response Technologies' rights and responsibilities with respect to our customers' data, including Personal Information, arising under contract, applicable law/regulation, and industry standards.

What This Privacy Policy Covers

This Privacy Policy ("Policy") describes Response Response Technologies collection, use, sharing, and retention of Personal Information in connection with operating our Emergency-Related Services. This Policy is incorporated into and is subject to the (LINK EULA from RTL Site) Response Technologies End User License Agreement attached as Attachment C. We have a separate privacy policy attached as attachment B that describes our privacy practices related to Response Technologies Non-Emergency Channels such as our public website.
As used in this Privacy Policy:

"Personal Information" means any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household. It may include, but is not limited to, name, email address, postal or other physical address, or, title, as well as persistent identifiers and information reasonably capable of being associated with an individual.
"Emergency Responder" means an organization or official tasked with responding to emergencies experienced by members of the public, such as 911 operators, computer-aided dispatch system providers, campus safety officials, or emergency monitoring services.
"Emergency Caller" means someone who dials 911 /999/112 (or attempts to contact an Emergency Responder through other means), using a "Connected Device." An "Emergency Caller" also includes someone who provides Response Technologies with information that they wish to be transmitted to an Emergency Responder in the event a future emergency arises.

“Connected Device” is a device or application that uses Response Technologies Emergency-Related Services to potentially provide additional assistance in an emergency.
“Response Technologies Partner” is a provider of online or offline services including, without limitation, platforms, applications, and other electronic commerce services that partners with Response Technologies by incorporating Response Technologies into its online offerings to facilitate response to emergencies involving one of its users.
Who we are

Response Technologies Inc.
9959 Cincinnati-Dayton Rd., West Chester OH 45069
support@Response-Technologies.com
Personal Information Sources

In connection with providing Emergency-Related Services, Response Technologies collects Personal Information from Emergency Responders, Emergency Callers, Response Technologies Partners, and Connected Devices. We may also collect Personal Information from other individuals involved, directly or indirectly, in or responding to emergencies, and from third parties. We collect this information in several ways.

- We may receive information about you or a member of your household directly from Emergency Callers, Emergency Responders, or a Response Technologies Partner.
- We may automatically collect Personal Information from your Connected Device when you call 911 or another Emergency Responder or your device is used to send an emergency alert to an Emergency Responder.
- We may receive Personal Information directly from Emergency Callers who voluntarily provide us with Personal Information about themselves and others for use in connection with our Emergency-Related Services. We may receive Personal Information about Emergency Responders related to their use of Response Technologies Emergency-Related Services.

We may collect the following categories of Personal Information in connection with our Emergency-Related Services:

- Information that directly identifies the owner or customary user of the device, such as name, physical address, email address, and phone number.
- Health information, medical information, and any other information residing on a Connected Device that the customary user of the device has indicated (through device or account settings or otherwise) should be shared with Emergency Responders.
- Precise geolocation of the Connected Device, including information about the direction and speed at which the Connected Device is moving.
- Information about the Connected Device’s configuration, network, and internet connection, such as IP address(es), MAC address, other device ID (UDID), device type, operating system type and version, client version,

and other technical data that enables us to provide the Emergency-Related Services.

- Other metadata associated with emergency calls, such as call routing information, call duration, and location-related telemetry,
- Personal Information that an individual affirmatively discloses to Response Technologies in the course of responding to an emergency.
- Other Personal Information communicated by and among Emergency Responders.
- Other information reasonably related to facilitating the provision of Emergency-Related Services.

Legal basis for processing

The data we collect ourselves, as well as those we receive from our partners (Response Technologies Partners, Connected Devices, Emergency Callers and Emergency Responders) are processed on the basis of consent.

Personal Information Use

We use Personal Information to operate, maintain, enhance, expand, support, and provide all features of our Emergency-Related Services, protect our legal rights and the rights of others, and as otherwise required by law. For example, we use Personal Information to:

- Supplement the standard 911 system functionality with more accurate geo-location information and other insights related to the location, movement, and speed of a Connected Device.
- Transmit potentially life-saving health or other information to Emergency Responders.
- Authenticate and communicate with registered Emergency Responders who access our Emergency-Related Services.
- Conduct quality assurance and for research and development purposes, such as data security, improved website navigation and content display, fraud prevention, data analysis, audits, developing new products, producing predictive data models, improving our Emergency-Related Services, identifying usage trends, and determining the effectiveness of our Emergency-Related Services.

Personal Information Sharing

We disclose Personal Information collected through Emergency-Related Services only as reasonably necessary to provide our Emergency-Related Services, protect our legal rights and the rights of others, and to comply with applicable law. ***Response Technologies does not sell Personal Information collected in connection with Emergency-Related Services***.
To these ends, we may disclose your Personal Information to the following categories of third parties:

- **Emergency Responders**. We share Personal Information with Emergency Responders in order to enhance emergency response, facilitate communication during an emergency, and facilitate emergency-preparedness-related communication.
- **Our service providers**. Response Technologies' service providers may have access to certain Personal Information as needed to assist Response Technologies in providing Emergency-Related Services and to operate our business. Our service providers are contractually required to keep this information confidential and secure and are prohibited from using or disclosing this data for any purpose other than carrying out the services that they are performing for us.
- **Response Technologies Partners.** If you are the user of a Connected Device, your device may have an app, platform, operating system, or piece of software installed on it that is offered by one or more Response Technologies Partners, and that incorporates Response Technologies functionality. When we collect information from a Connected Device to provide Emergency-Related Services, we are collecting that information on behalf of the relevant Response Technologies Partner, pursuant to contracts governing our use of that information and in compliance with terms and policies you have agreed to in using the services offered by our Partners. As with all Personal Information collected from your device by or on behalf of the Partner, the Partner may access, use, share, or otherwise process this information in accordance with the Partner's own privacy policy. We do not control our Partners' use of any Personal Information that they directly or indirectly collect as part of offering their app, platform, operating system, or software. If you have questions about our Partner's privacy practices, we will refer you to our Partner.
- **Response Technologies and its authorized members.** We ensure that only those persons who are duly authorized to process your personal data by virtue of their functions and duties are permitted to do so.
- **Other entity/ies in connection with corporate reorganization.** Response Technologies may disclose Personal Information in connection with any reorganization, merger, sale, joint venture, assignment, transfer, or other disposition of all or any portion of our business, assets, or stock (including in connection with any bankruptcy or similar proceedings).

Response Technologies does not sell Personal Information collected in the course of providing Emergency-Related Services or use that information for advertising purposes.

Personal Information Retention

As described above, Response Technologies receives certain Personal Information when providing Emergency-Related Services. Response Technologies retains this Personal Information in an identified form only for so long as it is (i) permitted by our contractual commitments to our partners and (ii) needed to provide the Emergency-Related Services and to operate our business in compliance with applicable law, regulation, and industry standards and best practices. The retention periods established by contract, law, and industry standards may vary depending on the nature of the Emergency-Related Services. Wherever possible, when Response Technologies no longer requires Personal Information for active service delivery but is required to retain that data for legal or other purposes, we take steps to pseudonymize, anonymize, and/or securely segregate that data to guard against unauthorized

access, use, disclosure, or alteration. Personal information from children under sixteen years old is only knowingly collected when needed to provide Emergency-Related Services and is retained in personally-identifiable form for as long as is reasonably necessary to provide such services and comply with applicable law and regulation.

Cookies and Similar Technologies

We automatically collect personal information on our Emergency-Related Services Platform using common, industry-standard technologies (for example, standard web logs and cookies). Cookies are small text files that are created when your web browser loads one of our general information websites.

Response Technologies does not use marketing or advertising cookies on the Emergency Related Services Platform. Instead, only the following types of cookies are deployed on our Emergency-Relates Services Platform:

- Necessary cookies: These cookies are necessary to the operation of our Emergency-Relates Services Platform. They are required to perform basic functions such as page navigation and access to secure areas of our websites. These cookies do not store any personally identifiable information.
- Functional cookies: These cookies keep track of your personal preferences and settings, such as your preferred language for our Emergency-Related Services Platform. Without these cookies, some of these settings may not function properly.
- Performance cookies: These cookies gather information on how visitors interact with our Emergency-Related Platform, allowing us to understand how they use our platform. This statistical information is used to monitor and improve the platform's content and performance. The following performance cookies may used on the Response Technologies Emergency-Related Services Platform:
    - Google Analytics cookies, based on consent, on the Emergency-Relates Services Platform to measure performance and collect data about how visitors use the platform. Response Technologies has turned off all data sharing settings within Google Analytics and configured the data retention settings for the lowest available period.

Your Choices and Your Legal Rights

For US Customers (Including Privacy Rights under California Law):

- We do our best to provide individuals with choices and control over their own Personal Information. You may ask us:
    - To provide more information about Response Technologies' processing of your Personal Information during the previous 12 months. Your request can include:
    - The categories and specific pieces of Personal Information we collected from you in a machine-readable format; Information about why we collected that information, and

- The categories of third parties from whom we received Personal Information about you, and/or the categories of third parties with whom we shared that information.

Note that we are unable to comply with access requests where: (i) we cannot verify your identity; (ii) compliance with your request is not legally required and would involve disproportionate cost or effort, or impact the privacy of others; or (iii) we no longer have the requested Personal Information. Because we do not retain information processed in the course of providing Emergency-Related Services beyond what is necessary to provide those services, we may not have requested information.

To delete of some or all of your Personal Information from our systems
Under certain circumstances, we will not be able to fulfill your request, for example if the information is necessary to complete a transaction you initiated, interferes with our regulatory obligations, has legal affect, including on a user's rights with respect to data contained in their account, or where compliance with your request is not legally required and would involve disproportionate cost or effort.

You can make a request related to your Personal Information by emailing support@Response-technologies.com or writing to Response Technologies, Ltd., Attn: Privacy, 9959 Cincinnati-Dayton Rd., West Chester OH 45069. We will not discriminate against anyone who makes such a request.

Should you have questions or concerns about data protection, your personal information, or should you wish to file a complaint, please contact the Response Technologies Data Protection Officer at: support@Response-technologies.com or by post:

- In the US: Response Technologies, Ltd., Attn: Privacy, 9959 Cincinnati-Dayton Rd., West Chester OH 45069

We will not discriminate against anyone who makes such a request.

About Children: Direct Notice to Parents

Response Technologies collects the Personal Information of children under sixteen years old in the ways outlined above in order to respond to emergencies, including to protect the safety of a child in need of our Emergency-Related Services or who reports an emergency using Response Technologies functionality. Response Technologies will not use or disclose Personal Information collected from children under sixteen for any purpose unrelated to the emergency situation involving or reported by a child. This information will only be retained as long as necessary to fulfill the purpose for which it is collected and in accordance with the retention periods described above.

Security

Response Technologies has taken security measures to protect the confidentiality, integrity, and availability of your personal data. We make every effort to maintain security measures appropriate to the level of risk associated with the processing of personal data.

We are continually working to improve our security practices to ensure that your data is safe. Your personal data is stored on secure servers. We implement, and require our subcontractors and partners to implement, appropriate security and data protection measures in line with the latest technology.

ATTACHMENT C

Centurion Anywhere Terms of Use

Response Technologies Terms of Use

(End User License Agreement "EULA")

Last Updated: September 6th, 2024

This EULA or Terms of Use ("Terms") govern the manner in which you will access the Response Technologies, Ltd. ("Response Technologies", "we," or "us") emergency Response Technologies platform, devices or services ("Response Technologies systems") or otherwise receive one or more Response Technologies service ("Response Technologies Service(s)") that may use the Response Technologies platform ("Response Technologies Platform"). These Terms are segregated by the type of use and/or user that you are and shall be deemed to be applicable to you accordingly.

TO ALL USERS:

PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY. BY USING OR RECEIVING RESPONSE TECHNOLOGIES SYSTEMS, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS OF USE, INCLUDING ATTACHMENT A, THE RESPONSE TECHNOLOGIES PRIVACY POLICY ***AND, TO THE EXTENT APPLICABLE, THE ALERTS TERMS AND CONDITIONS (TOGETHER, THE "TERMS"). If you are not eligible or do not agree to these Terms, then you do not have our permission to use Response Technologies Systems.***

FOR SUBSCRIBERS RECEIVING RESPONSE TECHNOLOGIES SYSTEMS, THE FOLLOWING TERMS SHALL APPLY:

The parties hereby agree as follows:

1. **Response Technologies Service Overview**

Response Technologies Systems provide an additional avenue for you to communicate with and receive certain information from Emergency Service Providers and Notification Providers regarding safety, emergency response services, public health, and other services.

- **"Emergency Service Providers" are safety or emergency response providers, including, without limitation, 9-1-1 or equivalent fire, police, emergency medical, emergency management, campus safety officials, public health services, or a monitoring service or central station**
- **"Notification Providers" are [entities] that use Response Technologies Systems to send emergency and general interest notifications and updates**

2. Response Technologies Service Within the Platform

Access to Response Technologies Systems may have been made available to you as a separate feature that is part of a program, platform, or device ("Platform") that you obtained from a third-party ("Platform Provider"). Your use of any part of the Platform other than Response Technologies Systems is governed by the agreement between you and the Platform Provider. You agree that Response Technologies is not responsible or liable for any part of the Platform other than Response Technologies Systems.

3. Eligibility

By agreeing to these Terms, you represent and warrant that: (a) you have not previously been suspended or removed from Response Technologies Systems, and (b) your registration and use of Response Technologies Systems complies with all applicable laws and regulations.

4. Account Disclosure

4.1 You understand and agree and hereby authorize Response Technologies to release and disclose your account information to Emergency Service Providers and Notification Providers in connection with Response Technologies Systems.

4.2 As part of your account, you may have identified additional contacts or additional persons in your household ("Additional Contacts"). You understand and agree that Response Technologies or any Emergency Service Providers may, for reasons outside their control, be unable to contact or to notify any Additional Contacts in any emergency situation. Efforts to notify such Additional Contacts or any such persons shall be satisfied by communicating one time via telephone, e-mail, SMS, or other means and methods utilized by Response Technologies through the telephone numbers, e-mail, SMS, or other methods supplied by Subscriber, or otherwise known to or available to Response Technologies.

5. Prohibited Conduct.

BY USING OR RECEIVING RESPONSE TECHNOLOGIES SYSTEMS, YOU AGREE NOT TO:

5.1 use Response Technologies Service for any illegal purpose or in violation of any local, state, national, or international law;

5.2 violate or encourage others to violate any right of a third-party, including by infringing or misappropriating any third-party intellectual property right;

5.3 post, upload, or distribute content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate;

5.4 interfere with security-related features of Response Technologies Systems, including by: (a) disabling or circumventing features that prevent or limit the use or copying of any content; or (b) reverse engineering or otherwise attempting to discover the source code of any portion of Response Technologies Service except to the extent that the activity is expressly permitted by applicable law;

5.5 interfere with the operation of Response Technologies Systems or any other user's use of the Platform or Response Technologies Systems, including by: (a) uploading or otherwise any disseminating virus, adware, spyware, worm, or other malicious code; (b) making any unsolicited offer or advertisement to another user of the Platform or Response Technologies Systems; (c) attempting to collect, personal information about another user or third-party without appropriate authorization; or (d) interfering with or disrupting any network, equipment, or server connected to or used to provide the Platform or Response Technologies Systems, or violating any regulation, policy, or procedure of any network, equipment, or server;

5.6 perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other Response Technologies Service or Platform account without permission;

5.7 sell or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 10) or any right or ability to view, access, or use any Material; or

5.8 attempt to do any of the acts described in this Section or assist or permit any person to engage in any of the acts described in this Section.

6. Third-Party Response Technologies Services

6.1 Response Technologies may provide tools through Response Technologies Systems that enable you to export information, including your account information, to third-party services. Using one of these tools, you agree that we may transfer that information to the applicable third-party service. Third-party services are not under our control, and we are not responsible for any third-party service's use of your exported information. Response Technologies Systems may also contain links to third-party websites. Linked websites are not under our control, we are not responsible for their content, and we are not responsible for any security protocols (or lack of security protocols) on such linked websites.

6.2 Response Technologies systems may offer direct-to-911 service provided by RapidSOS, Inc. Acceptance of this Response Technologies EULA by users of Response Technologies systems that deploy RapidSOS Services acknowledge acceptance of the RapidSOS End User License Agreement (EULA)in Attachment D, RapidSOS Terms of Use

7. Termination of Use; Discontinuation and Modification of Response Technologies Systems

Third-party fees (e.g., for cell phone usage) may apply when you use all or certain features of Response Technologies Systems, which are between you and your third-party provider. Privacy Policy; Additional Terms

8.1 Privacy Policy. Please read the Response Technologies Emergency-Related Services Privacy Policy **attached as Attachment B carefully for information relating to our collection, use, storage, and disclosure of your personal information. The Response Technologies Emergency-Related Services Privacy Policy is attached as Attachment B.**

8.2 Intentionlly Omitted.

Intentionally Omitted.

10. Ownership; Proprietary Rights

Response Technologies Systems is owned and operated by Response Technologies. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of Response Technologies Systems ("Materials") provided by Response Technologies are protected by intellectual property and other laws. All Materials contained in Response Technologies Systems are the property of Response Technologies or our third-party licensors or subcontractors. Except as expressly authorized by Response Technologies, you may not make use of the Materials. Response Technologies reserves all rights to the Materials not granted expressly in these Terms. You acknowledge and agree that any feedback, comments, or suggestions you may provide regarding Response Technologies Systems ("Feedback") will be the sole and exclusive property of Response Technologies, and you hereby irrevocably assign to us all of your right, title and interest in and to all Feedback. Any data that we generate from your usage of Response Technologies Systems will be owned by Response Technologies and handled subject to the terms of our Privacy Policies, as applicable.

Intentionally Omitted.

12. Disclaimers; No Warranties

BY USING RESPONSE TECHNOLOGIES SYSTEMS, YOU AGREE THAT RESPONSE TECHNOLOGIES CANNOT CONTROL THE MANNER IN WHICH EMERGENCY SERVICES ARE RENDERED, AND THEREFORE, CANNOT AND DOES NOT GUARANTEE THAT EMERGENCY SERVICE PROVIDERS WILL UTILIZE THE INFORMATION PROVIDED. NOT ALL EMERGENCY SERVICE PROVIDERS HAVE ACCESS TO RESPONSE TECHNOLOGIES SYSTEMS, AND RESPONSE TECHNOLOGIES SYSTEMS MAY NOT BE UTILIZED BY EMERGENCY SERVICE PROVIDERS THAT DO HAVE ACCESS.

USE OF RESPONSE TECHNOLOGIES SYSTEMS DOES NOT CONSTITUTE AN AGREEMENT BETWEEN YOU AND EMERGENCY SERVICE PROVIDERS, NOTIFICATION PROVIDERS, THE PLATFORM PROVIDER, OR OTHER USERS. YOU WILL NOT RELY ON RESPONSE TECHNOLOGIES SYSTEMS AS THE SOLE MEANS BY WHICH YOU WILL COMMUNICATE INFORMATION TO EMERGENCY SERVICE PROVIDERS OR NOTIFICATION PROVIDERS. RESPONSE TECHNOLOGIES IS NOT RESPONSIBLE FOR THE ACTIONS OF ANY EMERGENCY SERVICE PROVIDER, NOTIFICATION PROVIDER, THE PLATFORM PROVIDER, OR OTHER USERS OF RESPONSE TECHNOLOGIES SYSTEMS. RESPONSE TECHNOLOGIES DOES NOT GUARANTEE DELIVERY OF ANY MESSAGE OR INFORMATION AND IS NOT RESPONSIBLE FOR ANY ACTION OR OMISSION BETWEEN OR AMONG USERS OF THE SYSTEM. RESPONSE TECHNOLOGIES DOES NOT HAVE CONTROL OVER THE VOIP SERVICE, TELEPHONE SERVICE, INTERNET SERVICE PROVIDERS, OR OTHER EMERGENCY PROVIDERS' DATA SOURCE NECESSARY FOR PROVIDING RESPONSE TECHNOLOGIES SYSTEMS, AND ANY FAILURE DUE TO A THIRD-PARTY SERVICE PROVIDER IS NOT THE RESPONSIBILITY OF RESPONSE TECHNOLOGIES. RESPONSE TECHNOLOGIES IS NOT A TELEPHONE COMPANY, INTERNET PROVIDER, WIRELESS NETWORK PROVIDER, OR OTHER TELECOMMUNICATIONS SERVICE PROVIDER. YOU ARE SOLELY RESPONSIBLE FOR PROVIDING AND MAINTAINING THE COMMUNICATION SERVICES NEEDED FOR RESPONSE TECHNOLOGIES SERVICE. ADDITIONALLY, IT IS YOUR RESPONSIBILITY TO PROVIDE AND MAINTAIN A RELIABLE POWER SOURCE FOR ANY PRODUCTS THAT USE RESPONSE TECHNOLOGIES SYSTEMS.

YOU ARE RESPONSIBLE FOR MANAGING YOUR TELEPHONE SERVICE PROVIDER ACCOUNT, INTERNET SERVICE PROVIDER ACCOUNT, ACCOUNT SUBSCRIPTIONS, LOCATION TRACKING, AND OTHER OPT-IN STATUSES AS REQUIRED TO ALLOW

RESPONSE TECHNOLOGIES SYSTEMSS TO LOCATE AND COMMUNICATE WITH YOUR PHONE OR OTHER CONNECTED DEVICE. DEVICES THAT ARE LOCATION COMPATIBLE MAY NOT BE LOCATABLE BY RESPONSE TECHNOLOGIES SYSTEMS OR THE TELEPHONE RESPONSE TECHNOLOGIES SERVICE PROVIDER, OR INTERNET SERVICE PROVIDER AT ALL TIMES. ANY LOCATION PROVIDED IS APPROXIMATE AND DOES NOT PROVIDE GUARANTEED RESULTS. ANY ADDITIONAL INFORMATION PROVIDED OTHER THAN LOCATION DATA IS NOT GUARANTEED AND RELIES ON THE ACCURACY OF INFORMATION PROVIDED TO RESPONSE TECHNOLOGIES SYSTEMS BY YOU OR A PLATFORM PROVIDER.

YOU ARE RESPONSIBLE FOR ANY CONNECTION REQUIRED BETWEEN YOUR MOBILE PHONE OR OTHER MOBILE DEVICE AND THE CENTURION® ANYWHERE™ BUTTON. THIS INCLUDES DOWNLOADING THE RESPONSE TECHNOLOGIES CENTURION® ANYWHERE™ APPLICATION APPORIPRIATE FOR YOUR MOBILE DEVICE, PROVIDING ALL INFORMATION AND PERMISSIONS REQUIRED FOR PROPER OPERATION AND NOTIFICATION DELIVERY, PERFORMING ALL RECOMMENDED TESTING TO ENSURE PROPER SETUP, CONNECTIVITY, REGISTRATION, AND CONFIGURATION OF THE CENTURION® ANYWHERE™ BUTTON AND CENTURION® ANYWHERE™APPLICATION. BY ACCEPTING THIS AGREEMENT YOU ACKNOWLEDGE THAT SUCH TESTING IS A SNAPSHOT OF CIRCUMSTANCES AT THE TIME OF THE TEST AND THAT CONNECTIVITY OR CONFIGURATION MAY CHANGE. IT IS YOUR RESPONSIBILITY TO MAINTAIN THE LATEST CENTURION® ANYWHERE™ APPLICATION ON YOUR MOBILE DEVICE AND ENSURE BLUETOOTH CONNECTIVITY BETWEEN YOUR CENTURION® ANYWHERE™ AND YOUR CENTURION® ANYWHERE™ APPLICATION ON YOUR MOBILE DEVICE IS ACTIVE. RESPONSE TECHNOLOGIES SHALL NOT BE RESPONSIBLE FOR UNDELIVERED NOTIFICATIONS ARISING FROM USER NEGLECT INCLUDING, BUT NOT LIMITED TO, FAILURE TO PERFORM REQUIRED INSTALLATION, SETUP, UPDATES, MAINTAIN DEVICE BATTERY CHARGE OR BLUETOOTH CONNECTIVITY BETWEEN THE CENTURION® ANYWHERE™ BUTTON AND THE USER'S MOBILE DEVICE.

13. Limitation of Liability

IN NO EVENT WILL THE INDEMNITEES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, RESPONSE TECHNOLOGIES SYSTEMS OR ANY MATERIALS OR CONTENT ON RESPONSE TECHNOLOGIES SYSTEMS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT RESPONSE TECHNOLOGIES OR ANY INDEMNITEE HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE. SUBSCRIBER UNDERSTANDS AND AGREES THAT RESPONSE TECHNOLOGIES IS NOT OBLIGATED TO DISPATCH MEDICAL, FIRE, OR POLICE ASSISTANCE AND THAT RESPONSE TECHNOLOGIES SHALL HAVE NO LIABILITY FOR FOR MEDICAL, FIRE, OR POLICE ASSISTANCE NOT ACTING ON SUCH NOTIFICATION. IF RESPONSE TECHNOLOGIES NOTIFIES MEDICAL, FIRE, OR POLICE ASSISTANCE, RESPONSE TECHNOLOGIES' LIABILITY FOR DOING SO SHALL BE LIMITED AS SET FORTH HEREIN AND RESPONSE TECHNOLOGIES TAKES NO RESPONSIBILITY FOR ANY FIRST RESPONDERS' OR EMERGENCY ASSISTANCE RESPONSE TO SUCH A SIGNAL. SUBSCRIBER AGREES THAT IT IS SUBSCRIBER'S RESPONSIBILITY TO PREPARE FOR ANY MEDICAL, FIRE, OR POLICE EMERGENCY.

NOTWITHSTANDING THE FOREGIONG, NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT RESPONSE TECHNOLOGIES INDEMNIFICATION OBLIGATIONS OR LIABILITY FOR (1) PROPERTY DAMAGE (2) DEATH OR PERSONAL INJURY, (3) FRAUD, OR (4) CLAIMS ARISING FROM RESPONSE TECHNOLOGIES GROSSLY NEGLIGENT, WILFUL, OR INTENTIONAL MISCONDUCT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

14. Governing Law

Intentionally Omitted

15. General

The failure to require performance of any provision will not affect either parties' right to require performance at any other time after that, nor will a waiver by us of any breach or

default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect. Upon termination of these Terms, any provision that by its nature or express terms should survive, will survive.

16. Intentionally Omitted

17. Consent to Electronic Communications

By using Response Technologies Systems, you consent to receiving certain electronic communications from us as further described in our Privacy Policies. Please read our Privacy Policies to learn more about your choices regarding our electronic communications practices. Additionally, you may have been designated by your system administrator to receive SMS from a dedicated short-code associated with the 'Elite Alert' service.

18. Response Technologies Field Responder SMS Services

18.1 As part of Response Technologies Platform, ECCs may have the ability to send an outbound SMS from a dedicated short-code to field responders with a link to critical data for emergency response.

18.2 Carriers are not liable for delayed or undelivered messages

18.3 As always, message and data rates may apply for any messages sent to you from us and to us from you. Message frequency varies. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.

18.4 If you have any questions regarding privacy, please read our the privacy policy **attached as Attachment A.**

19. Contact Information

Response Technologies Systems is offered by Response Technologies, Ltd., located at 9959 Cincinnati-Dayton Rd., West Chester, OH 45069. You may contact us by sending correspondence to that address or by emailing us at support@Response-Technologies.com. If you are a California resident, you may have these Terms mailed to you electronically by sending a letter to the address above with your electronic mail address and a request for these Terms.

RapidSOS Terms of Use
(End User License Agreement "EULA")

Last Updated: December 14, 2022

This EULA or Terms of Use ("Terms") govern the manner in which you will access the RapidSOS, Inc. ("RapidSOS", "we," or "us") emergency response technology platform or otherwise receive one or more RapidSOS service ("RapidSOS Service(s)") that may use the RapidSOS platform ("RapidSOS Platform"). These Terms are segregated by the type of use and/or user that you are and shall be deemed to be applicable to you accordingly.

TO ALL USERS:

PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY. BY USING OR RECEIVING THE RAPIDSOS SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS OF USE, INCLUDING THE RAPIDSOS PRIVACY POLICY ATTACHED AS ATTACHMENT A . If you are not eligible or do not agree to these Terms, then you do not have our permission to use the RapidSOS Service.

FOR SUBSCRIBERS RECEIVING THE RAPIDSOS SERVICE, THE FOLLOWING TERMS SHALL APPLY:
The parties hereby agree as follows:

1. RapidSOS Service Overview
The RapidSOS Service provides an additional avenue for you to communicate with and receive certain information from Emergency Service Providers and Notification Providers regarding safety, emergency response services, public health, and other services.

- "Emergency Service Providers" are safety or emergency response providers, including, without limitation, 9-1-1 or equivalent fire, police, emergency medical, emergency management, campus safety officials, public health services, or a monitoring service or central station
- "Notification Providers" are [entities] that use the RapidSOS Service to send emergency and general interest notifications and updates

2. RapidSOS Service Within the Platform
Access to the RapidSOS Service may have been made available to you as a separate feature that is part of a program, platform, or device ("Platform") that you obtained from a third-party ("Platform Provider"). Your use of any part of the Platform other than the RapidSOS Service is governed by the agreement between you and the Platform Provider. You agree that RapidSOS is not responsible or liable for any part of the Platform other than the RapidSOS Service.

3. Eligibility
By agreeing to these Terms, you represent and warrant that: (a) you have not previously been suspended or removed from the RapidSOS Service, and (b) your registration and use of the RapidSOS Service complies with all applicable laws and regulations.

4. Account Disclosure
4.1 You understand and agree and hereby authorize RapidSOS to release and disclose your account information to Emergency Service Providers and Notification Providers in connection with the RapidSOS Service.

4.2 As part of your account, you may have identified additional contacts or additional persons in your household ("Additional Contacts"). You understand and agree that RapidSOS or any Emergency Service Providers may, for reasons outside their control, be unable to contact or to notify any Additional Contacts in any emergency situation. Efforts to notify such Additional

Contacts or any such persons shall be satisfied by communicating one time via telephone, e-mail, SMS, or other means and methods utilized by RapidSOS through the telephone numbers, e-mail, SMS, or other methods supplied by Subscriber, or otherwise known to or available to RapidSOS.

5. Prohibited Conduct.
BY USING OR RECEIVING THE RAPIDSOS SERVICE, YOU AGREE NOT TO:

5.1 use RapidSOS Service for any illegal purpose or in violation of any local, state, national, or international law;

5.2 violate or encourage others to violate any right of a third-party, including by infringing or misappropriating any third-party intellectual property right;

5.3 post, upload, or distribute content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate;

5.4 interfere with security-related features of the RapidSOS Service, including by: (a) disabling or circumventing features that prevent or limit the use or copying of any content; or (b) reverse engineering or otherwise attempting to discover the source code of any portion of RapidSOS Service except to the extent that the activity is expressly permitted by applicable law;

5.5 interfere with the operation of the RapidSOS Service or any other user's use of the Platform or the RapidSOS Service, including by: (a) uploading or otherwise any disseminating virus, adware, spyware, worm, or other malicious code; (b) making any unsolicited offer or advertisement to another user of the Platform or the RapidSOS Service; (c) attempting to collect, personal information about another user or third-party without appropriate authorization; or (d) interfering with or disrupting any network, equipment, or server connected to or used to provide the Platform or the RapidSOS Service, or violating any regulation, policy, or procedure of any network, equipment, or server;

5.6 perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other RapidSOS Service or Platform account without permission;

5.7 sell or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 10) or any right or ability to view, access, or use any Material; or

5.8 attempt to do any of the acts described in this Section or assist or permit any person to engage in any of the acts described in this Section.

6. Third-Party RapidSOS Services
RapidSOS may provide tools through the RapidSOS Service that enable you to export information, including your account information, to third-party services. Using one of these tools, you agree that we may transfer that information to the applicable third-party service. Third-party services are not under our control, and we are not responsible for any third-party service's use of your exported information. The RapidSOS Service may also contain links to third-party websites. Linked websites are not under our control, we are not responsible for their content, and we are not responsible for any security protocols (or lack of security protocols) on such linked websites.

7. Termination of Use; Discontinuation and Modification of the RapidSOS Service
Third-party fees (e.g., for cell phone usage) may apply when you use all or certain features of the RapidSOS Service, which are between you and your third-party provider. We will have no liability whatsoever relating to any change to the RapidSOS Service.

8. Privacy Policy; Additional Terms

8.1 Privacy Policy. Please read the RapidSOS Emergency-Related Services Privacy Policy carefully for information relating to our collection, use, storage, and disclosure of your personal information. The RapidSOS Emergency-Related Services Privacy Policy is incorporated as Attachment B.

8.2 Intentionally Omitted.

9.
Intentionally Omitted.

10. Ownership; Proprietary Rights
The RapidSOS Service is owned and operated by RapidSOS. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the RapidSOS Service ("Materials") provided by RapidSOS are protected by intellectual property and other laws. All Materials contained in the RapidSOS Service are the property of RapidSOS or our third-party licensors or subcontractors. Except as expressly authorized by RapidSOS, you may not make use of the Materials. RapidSOS reserves all rights to the Materials not granted expressly in these Terms. You acknowledge and agree that any feedback, comments, or suggestions you may provide regarding the RapidSOS Service ("Feedback") will be the sole and exclusive property of RapidSOS, and you hereby irrevocably assign to us all of your right, title and interest in and to all Feedback. Any data that we generate from your usage of the RapidSOS Service will be owned by RapidSOS and handled subject to the terms of our Privacy Policies, as applicable.

11. Intentionally Omitted.
12. Disclaimers; No Warranties
BY USING THE RAPIDSOS SERVICE, YOU AGREE THAT RAPIDSOS CANNOT CONTROL THE MANNER IN WHICH EMERGENCY SERVICES ARE RENDERED, AND THEREFORE, CANNOT AND DOES NOT GUARANTEE THAT EMERGENCY SERVICE PROVIDERS WILL UTILIZE THE INFORMATION PROVIDED. NOT ALL EMERGENCY SERVICE PROVIDERS HAVE ACCESS TO THE RAPIDSOS SERVICE, AND THE RAPIDSOS SERVICE MAY NOT BE UTILIZED BY EMERGENCY SERVICE PROVIDERS THAT DO HAVE ACCESS.

USE OF THE RAPIDSOS SERVICE DOES NOT CONSTITUTE AN AGREEMENT BETWEEN YOU AND EMERGENCY SERVICE PROVIDERS, NOTIFICATION PROVIDERS, THE PLATFORM PROVIDER, OR OTHER USERS. YOU WILL NOT RELY ON THE RAPIDSOS SERVICE AS THE SOLE MEANS BY WHICH YOU WILL COMMUNICATE INFORMATION TO EMERGENCY SERVICE PROVIDERS OR NOTIFICATION PROVIDERS. RAPIDSOS IS NOT RESPONSIBLE FOR THE ACTIONS OF ANY EMERGENCY SERVICE PROVIDER, NOTIFICATION PROVIDER, THE PLATFORM PROVIDER, OR OTHER USERS OF THE RAPIDSOS SERVICE. RAPIDSOS DOES NOT GUARANTEE DELIVERY OF ANY MESSAGE OR INFORMATION AND IS NOT RESPONSIBLE FOR ANY ACTION OR OMISSION BETWEEN OR AMONG USERS OF THE SYSTEM. RAPIDSOS DOES NOT HAVE CONTROL OVER THE VOIP SERVICE, TELEPHONE SERVICE, INTERNET SERVICE PROVIDERS, OR OTHER EMERGENCY PROVIDERS' DATA SOURCE NECESSARY FOR PROVIDING THE RAPIDSOS SERVICE, AND ANY FAILURE DUE TO A THIRD-PARTY SERVICE PROVIDER IS NOT THE RESPONSIBILITY OF RAPIDSOS. RAPIDSOS IS NOT A TELEPHONE COMPANY, INTERNET PROVIDER, WIRELESS NETWORK PROVIDER, OR OTHER TELECOMMUNICATIONS SERVICE PROVIDER. YOU ARE SOLELY RESPONSIBLE FOR PROVIDING AND MAINTAINING THE COMMUNICATION SERVICES NEEDED FOR RAPIDSOS SERVICE. ADDITIONALLY, IT IS YOUR RESPONSIBILITY TO PROVIDE AND MAINTAIN A RELIABLE POWER SOURCE FOR ANY PRODUCTS THAT USE THE RAPIDSOS SERVICE.

YOU ARE RESPONSIBLE FOR MANAGING YOUR TELEPHONE SERVICE PROVIDER ACCOUNT, INTERNET SERVICE PROVIDER ACCOUNT, ACCOUNT SUBSCRIPTIONS, LOCATION TRACKING, AND OTHER OPT-IN STATUSES AS REQUIRED TO ALLOW THE RAPIDSOS SERVICES TO LOCATE AND COMMUNICATE WITH YOUR PHONE OR OTHER

CONNECTED DEVICE. DEVICES THAT ARE LOCATION COMPATIBLE MAY NOT BE LOCATABLE BY THE RAPIDSOS SERVICE OR THE TELEPHONE RAPIDSOS SERVICE PROVIDER, OR INTERNET SERVICE PROVIDER AT ALL TIMES. ANY LOCATION PROVIDED IS APPROXIMATE AND DOES NOT PROVIDE GUARANTEED RESULTS. ANY ADDITIONAL INFORMATION PROVIDED OTHER THAN LOCATION DATA IS NOT GUARANTEED AND RELIES ON THE ACCURACY OF INFORMATION PROVIDED TO THE RAPIDSOS SERVICE BY YOU OR A PLATFORM PROVIDER.

13. Limitation of Liability

IN NO EVENT WILL THE INDEMNITEES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE RAPIDSOS SERVICE OR ANY MATERIALS OR CONTENT ON THE RAPIDSOS SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT RAPIDSOS OR ANY INDEMNITEE HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE. SUBSCRIBER UNDERSTANDS AND AGREES THAT RAPIDSOS IS NOT OBLIGATED TO DISPATCH MEDICAL, FIRE, OR POLICE ASSISTANCE AND THAT RAPIDSOS SHALL HAVE NO LIABILITY FOR FAILING TO DO SO OR FOR MEDICAL, FIRE, OR POLICE ASSISTANCE NOT ACTING ON SUCH NOTIFICATION. IF RAPIDSOS NOTIFIES MEDICAL, FIRE, OR POLICE ASSISTANCE, RAPIDSOS' LIABILITY FOR DOING SO SHALL BE LIMITED AS SET FORTH HEREIN AND RAPIDSOS TAKES NO RESPONSIBILITY FOR ANY FIRST RESPONDERS' OR EMERGENCY ASSISTANCE RESPONSE TO SUCH A SIGNAL. SUBSCRIBER AGREES THAT IT IS SUBSCRIBER'S RESPONSIBILITY TO PREPARE FOR ANY MEDICAL, FIRE, OR POLICE EMERGENCY.

NOTWITHSTANDING THE FOREGIONG, NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT RAPIDSOS' INDEMNIFICATION OBLIGATIONS OR LIABILITY FOR (1) PROPERTY DAMAGE (2) DEATH OR PERSONAL INJURY, (3) FRAUD, OR (4) CLAIMS ARISING FROM RAPIDSOS' GROSSLY NEGLIGENT, WILFUL, OR INTENTIONAL MISCONDUCT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

14. Intentionally Omitted.

15. General

The failure to require performance of any provision will not affect either parties' right to require performance at any other time after that, nor will a waiver by either party of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect. Upon termination of these Terms, any provision that by its nature or express terms should survive, will survive.

16. Intentionally Omitted

17. Consent to Electronic Communications

By using the RapidSOS Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policies. Please read our Privacy Policies attached as Attachment A and B to learn more about your choices regarding our electronic communications practices.

18. RapidSOS Field Responder SMS Services

18.1 As part of RapidSOS Platform, ECCs may have the ability to send an outbound SMS from a dedicated short-code to field responders with a link to critical data for emergency response.

18.2 You can cancel the SMS service at any time. Just text “STOP” to the short code. After you send the SMS message “STOP” to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, just sign up as you did the first time and we will start sending SMS messages to you again.

18.3 If you are experiencing issues with the messaging program you can reply with the keyword HELP for more assistance, or you can get help directly at support@rapidsos.com

18.4 Carriers are not liable for delayed or undelivered messages

18.5 As always, message and data rates may apply for any messages sent to you from us and to us from you. Message frequency varies. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.

18.6 If you have any questions regarding privacy, please read our the privacy policy attached as Attachment A.

19. Contact Information

The RapidSOS Service is offered by RapidSOS, Inc., located at 3 Park Ave., Floor 22, New York, NY 10016. You may contact us by sending correspondence to that address or by emailing us at support@rapidsos.com. If you are a California resident, you may have these Terms mailed to you electronically by sending a letter to the address above with your electronic mail address and a request for these Terms.

EXHIBIT C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Foundation Risk Partners 625 Eden Park Dr, Ste 350 Cincinnati OH 45202 License#: L100460	**CONTACT NAME:** Jennifer Nugent **PHONE (A/C, No, Ext):** 513-358-0666 **FAX (A/C, No):** **E-MAIL ADDRESS:** jnugent@foundationrp.com
INSURED Response Technologies, Ltd Stop Tech, Inc., GRW Properties, Ltd 9959 Cincinnati-Dayton Rd West Chester OH 45069 STOPSTI-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Travelers Casualty and Surety Company of America / 31194 **INSURER B :** The Travelers Indemnity Company of America / 25666 **INSURER C :** Federal Insurance Company / 20281 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 472508886 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	36090547	1/2/2025	1/2/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 5,000,000 $ 2,000,000 $
C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	73647975	1/2/2025	1/2/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
C	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	Y	Y	56726219	1/2/2025	1/2/2026	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	71843795	1/2/2025	1/2/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	CA, CT, FL, NY $ 1,000,000 $ 1,000,000 $ 1,000,000
B A C	INSTALLATION FLOATER CRIME OHIO STOP GAP			D02800706 107358910 71843795	1/2/2025 1/2/2025 1/2/2025	1/2/2026 1/2/2026 1/2/2026	LIMIT LIMIT LIMIT	50,000 500,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Errors & Omissions $2,000,000 each claim / $2,000,000 aggregate $25,000 retention, Old Republic Professional Insurance NAIC 24147, Policy # ALT 11 100544 effective 1/2/2025-1/2/26. Professional Errors & Omissions Coverage is written on a claims made basis. One year Extended Reporting Period (Tail Coverage) is available to be purchased.
Cyber Liability Coverage $3,000,000 each claim /$3,000,000 aggregate, $25,000 retention, Travelers Insurance Company, Policy # 107358910 effective 1/2/2025-1/2/26. Cyber Coverage is written on a claims made basis. One-year Extended Reporting Period (Tail Coverage) is available to be purchased.
Cook County, its officials, employees, and agents as additional insureds with respect to operations performed on a primary and non-contributory basis, if required by written contract. Any insurance or self-insurance maintained by Cook County shall be excess of the Consultant's insurance and shall not contribute with it. A waiver of subrogation is included in favor of Cook County, its officials, employees, and agents if required by written contract. A 30 day cancel notice is included in favor of the certificate holder.

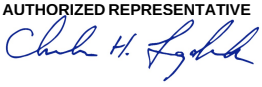
CERTIFICATE HOLDER

Cook County Government
Office of the Chief Procurement Officer
161 N. Clark St, Suite 2300
Chicago IL 60601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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EXHIBIT D

	COOK COUNTY BUREAU OF FINANCE	
POLICY TITLE: EMPLOYEE AND OFFICIAL BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY		**Applicable Forms may be found at:** https://www.cookcountyil.gov/service/travel-and-business-expenses-policy-and-procedures
Effective: July 15, 2023	**Supersedes: FY2017**	**Page 1 of 21**

I. GENERAL PROVISIONS

A. Overview

Applicable law provides that Employees and Officials are entitled to reimbursement for certain business and travel expenses.[1] This policy sets forth the business and travel expense reimbursement policy for the County of Cook ("County"), and it establishes guidelines for the reimbursement of authorized and Necessary Business Expenses incurred on behalf of the County. The County will not reimburse Employees and Officials for expenditures that do not comply with the provisions of this policy.

B. Purpose

The purpose of this policy is to provide guidelines for the payment of authorized and Necessary Business Expenses that cannot be obtained using the methods provided in the Cook County Procurement Code, and to enable Employees and Officials to successfully execute their Local and Non-local travel requirements at the lowest reasonable costs, resulting in the best value for the County. The Chief Financial Officer (or designee) may be contacted for clarification as needed.

C. Intent

This policy is intended to be interpreted consistent with and subject to applicable law and other related County policies. *See* Related Policies below. It supersedes all previous policies and/or memoranda that may have been issued from time to time on subjects covered in this policy or other policies that may contain provisions related to reimbursement for business and travel expenses. This policy is not intended for tuition reimbursement. See Related Policies. This policy is not intended to supersede or limit the County from enforcing programs or provisions in any applicable collective bargaining agreement.

D. Severability

If any section or provision of this document should be held invalid by operation of law, none of the remainder shall be affected.

[1] *See* Illinois Wage Payment and Collection Act, 820 ILCS 115/9.5.

E. **Jurisdiction**

The Cook County Chief Financial Officer, in consultation with the Director of Budget and Management Services ("Budget") and the Comptroller are authorized to develop and issue policies and procedures for business and travel expense reimbursement.

F. **Areas Affected**

This policy and the procedures associated with this policy applies to all elected and appointed Officials and Employees in departments, offices, institutions or agencies of the County, including but not limited to the offices and departments under the jurisdiction of the County Board President, the Board of Commissioners, Cook County Health and Hospitals System ("CCH"), Cook County State's Attorney, Cook County Sheriff, Cook County Public Defender, Clerk of the Circuit Court of Cook County, Cook County Treasurer, Cook County Clerk, Cook County Assessor, Chief Judge of the Circuit Court of Cook County, Board of Review, the Office of the Independent Inspector General, the Cook County Land Bank Authority ("Land Bank Authority"), and the Public Administrator (hereinafter, "Agencies" or "Agency") who incur Necessary Business Expenses while conducting official business on behalf of the County.

G. **Nondiscrimination**

Cook County prohibits the discriminatory application, implementation, or enforcement of any provision of this policy based on race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, source of income, gender identity or housing status, or any other protected category established by law, statute, or ordinance.

H. **Definitions**

For purposes of this policy, the following terms shall be given the following meanings as set forth below:

Affidavit for Lost Receipts means the form submitted by the Employee or Official to request reimbursement of eligible Necessary Business Expenses when itemized receipts or other proof of expense and payment is not available due to being lost or stolen.

Agency or Agencies means offices and departments under the jurisdiction of the County Board President, the Board of Commissioners, Cook County Health and Hospitals System, Cook County State's Attorney, Cook County Sheriff, Cook County Public Defender, Clerk of the Circuit Court of Cook County, Cook County Treasurer, Cook County Clerk, Cook County Assessor, Chief Judge of the Circuit Court of Cook County, Board of Review, the Office of the Independent Inspector General, the Cook County Land Bank Authority, and the Public Administrator.

Alternative Worksite means an employee's work location other than the County employee's Official Worksite. This definition may include an Employee or Official's residence when telecommuting or may include the location of a field assignment or 3rd party meeting in certain circumstances.

Appropriate Authorizing Party (or designee) means the Employee or Official authorized to commit County resources and to preapprove expenses for purposes of reimbursement and to approve reimbursements under this policy, per section (J)(1)(c) below.

Appropriated Funds or Funding means money allocated by legislation passed by the Cook County Board of Commissioners and signed by the President of the Board of Commissioners, whether from an annual appropriation, multi-year appropriation, appropriated user fee, mandatory appropriation, or reimbursements from such appropriations, etc.

Business and/or Travel Expense Reimbursement Form means the reimbursement form submitted by the Employee or Official to the Appropriate Approving Party for authorization of expense reimbursement.

Common carrier means Non-local travel by airplane, train (i.e., Amtrak, or similar), bus (i.e., Greyhound, or similar).

Commuting means travel between the Official's or Employee's residence and the Official's or Employee's Official Worksite.

County means Cook County.

County vehicle means travel by pool fleet or similar.

Employee means an individual employed by an Agency.

Local travel means travel within a 60-mile radius from the Official's or Employee's Official Worksite, for official County business.

Necessary Business Expenses mean authorized out-of-pocket expenses or losses that are incurred by the Official or Employee in the discharge of employment or official duties, that inure to the primary benefit of the County and can't be procured under the County's Procurement Code or Direct Pay Policy. The County will not be responsible for losses or expenses incurred due to an Employee's or Official's own negligence, losses due to normal wear, or losses due to theft unless the theft was due to the County's negligence.

Non-local travel means travel in excess of a 60-mile radius from the Official's or Employee's Official Worksite, for official County business.

Personal leased vehicle means travel by a leased vehicle, or similar, that is not a vehicle that is leased by the County as part of the County's fleet.

Personally owned or Personal vehicle means travel by a vehicle that is personally owned by the Employee, Official, or similar.

Official Worksite means the worksite to which the Official or Employee is typically assigned.

Pre-Authorization Form means the form submitted by the Requester seeking reimbursement for a Necessary Business Expense.

Public transportation means local travel by CTA, Pace, Metra, or similar.

Rental Car means travel by vehicle hired from a car rental agency for a short period of time during Non-local official County business.

Requester means the Employee or Official seeking reimbursement.

Ride share or *ride sharing* means travel by Taxi, Shuttle, Lyft, Uber, Divvy, Zip Car, or similar.

Transportation Expense Voucher means a mileage reimbursement voucher for authorized use of personally owned vehicles in the conduct of official County business.

I. Responsibilities of Employees, Management, and County Officials

Employees and Officials requesting Necessary Business Expense reimbursements are responsible for ensuring that the reimbursement request is truthful and accurate, complies with all applicable policies, is properly authorized before the expense is incurred, and is supported by the required receipts and documentation. Strict conformance with this policy is required to ensure eligibility for reimbursement when incurring expenses on behalf of the County and/or requesting expense reimbursements. Fraudulent or improper submissions for reimbursement may lead to disciplinary action or ethics fines/penalties. In addition, using or attempting to use this expense reimbursement policy when an Employee or Official should be using the Procurement Code process to purchase items or services on behalf of the County may lead to the expense being ineligible for reimbursement.

Moreover, any Employee or Official who receives an unauthorized or an erroneously issued reimbursement payment from the County, must immediately return such payment within thirty (30) days from the time the Employee or Official has become aware of the unauthorized or erroneous reimbursement or notice from the Comptroller's Office or the Budget Office. Failure to comply with this provision will result in disciplinary or other appropriate action depending on the Employee(s) or Officials(s) involved and the specific circumstances. In the event repayment is made by an Employee or Official through payroll deduction, the Comptroller's Office will handle in accordance with its procedures for payroll deductions.

Strict adherence to the County's Code of Ethical Conduct and Office of the Independent Inspector General Ordinance is required. Expenditures that do not comply with the County's Ethics Ordinance or Office of the Independent Inspector General Ordinance and this policy shall be denied and may be referred to the Board of Ethics or Inspector General for investigation. For example, expenditures made in connection with "prohibited political activity," as defined in section 2-562 of the Cook County Code, shall not be reimbursed.

Each Appropriate Authorizing Party is responsible for ensuring that all expenditures made on behalf of the County comply with all applicable policies. Additionally, each Appropriate Authorizing Party is accountable for the appropriate use of County funds and must verify that all Necessary Business Expenses are budgeted and charged to the proper account(s). In addition, before approving any expense reimbursement, the Authorizing Party must ensure that the requesting Employee or Official received pre-authorization to incur the expense where required, the expense is legitimate, properly documented, and, if proper procedures are not followed, not approving the reimbursement request. Failure to adhere to these

obligations may result in appropriate corrective action, including but not limited to disciplinary action, depending on the Employees(s) or Official(s) involved and the specific circumstances.

The Chief Financial Officer has designated the Director of Budget and Management Services to monitor County practices to ensure compliance with, and answer questions concerning, the information presented in this policy.

J. **Policy and Procedures**

1. General. The County has a fiduciary responsibility to ensure County resources are used responsibly and that Employees and Officials do not incur inappropriate or excessive expenses or gain financially from the County. Necessary Business Expenses will be reimbursed in accordance with IRS guidelines and with the provisions of this policy, provided there is sufficient funding for this purpose in the Department's budget and doing so would not circumvent the Cook County Procurement Code. A Necessary Business Expense must have a clear and legitimate business purpose. All out of country travel-related expenditures will conform to the IRS guidelines and the U.S. General Services Administration whenever possible. See, https://www.gsa.gov/travel-resources. Where compliance with IRS and the U.S. General Services Administration guidelines cannot be met, approval of such expense must be documented by the Appropriate Authorizing Party. Excessive costs or unjustifiable costs are not acceptable and will not be reimbursed.

(a) *Appropriated Funding*. Expenditures shall be charged to the appropriate account of the department incurring the expense, as designated in the department's annual appropriation.

(b) *Grant requirements*. Expenditures connected to and/or funded by a grant (or contract) shall be made in accordance with the grantor's requirements, and reimbursement will be made at the rate specified by the grant (or contract), or if no specified rate, at the County's rate defined by this policy.

(c) *Appropriate Authorizing Party.* Necessary Business Expenses using the Pre-Authorization Form must be submitted for pre-authorization to the Requester's:

(1) Department Head, if requested by an Employee within the Department Head's Department except where the Bureau Chief has indicated by internal memo or policy that Bureau Chief approval is required;

(2) Bureau Chief, if requested by a Department Head;

(3) Chief of Staff, if requested by a Bureau Chief;

(4) Employing Official, if requested by a Chief of Staff or

(5) Where there is no person in a higher-level position within the Requester's organizational chart to authorize the expense, such as an Official, the reimbursement request shall be referred to the Agency's Chief of Staff, where applicable or the Budget Director if the Agency does not employ a Chief of Staff for pre-authorization.

Individuals are strictly prohibited from authorizing their own requests to incur and be reimbursed for a Necessary Business Expense. The Appropriate Authorizing Party must confirm there is available funding in the Agency's appropriated annual budget prior to approving the Pre-Authorization Form.

(d) *Tax Exempt Status.* Expenditures must exclude sales tax to the extent permitted under law. Tax exempt certificates may be requested in advance of expenditures through the Office of the Chief Procurement Officer by emailing taxexemptrequest@cookcountyil.gov. Use of vendors who will not accept tax exempt certificates are prohibited absent exigent circumstances.

II. INELIGIBLE EXPENSES

The following expenses are **not** Necessary Business Expenses and shall **not** be reimbursed under this policy:

A. Expenditures made in connection with "prohibited political activity," as defined in section 2-562 of the Cook County Code or that violate the Ethics Code, 2-560 et. seq.;

B. Expenses incurred without proper pre-authorization unless otherwise approved in writing by the Appropriate Authorizing Party;

C. Expenses incurred in excess of the allowable limits in this policy unless otherwise approved in writing by the Appropriate Authorizing Party as set forth herein;

D. Expenses for leasing or purchasing items for workspace/office, such as furniture, technology equipment, computer hardware or software, cell phones, electronic services or support, or decorative items. To the extent that items, furniture, technology equipment, computer hardware or software, and/or equipment are needed because of or based on an ADA reasonable accommodation request, please refer to the Agency Reasonable Accommodation Policy for Employees and Applicants with Disabilities.

E. Expenses incurred in connection with normal commuting between home and work, including but not limited to mileage, parking, and toll expenses;

F. Expenses for personal meals or other food or drink items while remaining local and not traveling out of the County on official business;

G. Traffic citations, parking tickets, and other fines, fees, penalties, or costs related to parking or moving violations;

H. Lost or stolen cash or personal property;

I. Monthly payments for leasing personal vehicles, except payments for vehicles leased by an Official for both business and personal use (with reimbursement amount limited to the portion

expended for business use) in accordance with Cook County Ordinance Section 34-40 and approved by the Appropriate Authorizing Party;

J. Personal calls;

K. Personal items, including but not limited to toiletries, luggage, clothing, medications, appliances, and decorative items;

L. Personal entertainment items, including but not limited to, magazines, books, movie rentals, and event tickets (sporting, theater, musical, etc), and/or recreational activities;

M. Alcoholic beverages, tobacco products or controlled substances;

N. Food, except as permitted pursuant to Sections III.A. and III.B. below;

O. Supplies for office events;

P. Sponsorships or donations;

Q. Kitchen textiles (e.g. napkins, cups, utensils, etc.);

R. Appliances (e.g. microwaves, refrigerators, toasters);

S. Sporting goods;

T. Flowers, gift cards, and gifts, or similar types of costs;

U. Credit card or other late fees due to the Employee's or Official's actions;

V. Charges related to modifications to travel arrangements, including but not limited to itinerary changes or cancellations, unless such change or cancellation is based on an exigent circumstance

not within the Employee's or Official's own making and for which the Employee or Official is unable to receive a reimbursement or credit against the travel arrangement;

W. Convenience fees, including but not limited to, early check-in, late check-out, and TSA pre-check;

X. Hotel incidentals, such as, but not limited to, room upgrades, room service, health club fees, in-room entertainment fees, and laundry fees;

Y. Flight insurance or other supplemental travel insurance;

Z. Guest travel costs and expenses;

AA. International travel, without written pre-authorization from the Appropriate Authorizing Party and the Budget Director, as applicable;

BB. Personal portions of a trip combined with business travel, including but not limited to extended stays and travel to/from other destination(s);

CC. Upgrades, including but not limited to, special "club" floors or access, seat or cabin upgrades, premium fuel, premium rides, valet parking; and,

DD. Other expenses of a purely personal nature and not listed as reimbursable in these guidelines.

III. ELIGIBLE REIMBURSABLE NECESSARY BUSINESS EXPENSES

The following expenses are considered Necessary Business Expenses that are eligible for reimbursement contingent on compliance with this policy.

A. Food Supplies

Appropriated Funds shall not be used to purchase food, except in the following limited circumstances.

1. Ceremonial Events: The use of Appropriated Funds to provide light refreshments, such as snacks and beverages, at County sponsored, public facing ceremonial events when it has been determined that such food would materially enhance the event in furtherance of the objectives of the event is permissible.

2. Budget Hearings and Board Meetings: The use of Appropriated Funds by the Secretary to the Board to provide food for Officials and Employees actively participating in budget hearings or board meetings, to facilitate the efficient and timely resolution of such hearings before the Board of Commissioners, is permissible.

3. Community Events: The use of Appropriated Funds to provide light refreshments, such as snacks and beverages, at County sponsored community engagement events when it has been determined that such food would materially enhance public participation in furtherance of the objectives of the event is permissible.

4. Employee Morale Events. The use of Appropriated Funds to provide light refreshments, such as snacks and beverages or to provide lunch, for Officials and/or Employees scheduled to boost Employee morale or in recognition of Employees when it has determined by the hosting Agency that such food would materially enhance participation and boost morale in furtherance of the objectives of the event is permissible. Employee morale events may be hosted occasionally and the cost of any such event is limited to $20 per person.

5. Trainings: The use of Appropriated Funds to provide light refreshments, such as snacks and beverages for training events, or meals at full-day or after hour training events hosted by an Agency is permissible.

B. **Registration Fees**

Registration fees for non-County government conferences, meetings, seminars, training sessions, professional development, continuing education related to professional licensing requirements or similar events may be reimbursed. Reimbursements may include the cost of any food included in the registration fee. Every effort should be made to take advantage of early registration or group rate discounts. Employees and Officials must execute their registration in accordance with Section IV. below.

C. **Professional Licensing Fees and Certifications**

Licensing, registration or certification fees that are related to and required by federal, state or local statutes and ordinances that are required as a condition of being hired and holding an employee's position may be

reimbursed. Employees and Officials must execute reimbursements for such requests in accordance with Section IV. below.

D. **Travel Expenses**

In order for an Employee or Official to be eligible for reimbursement for travel expenses, all travel for official County business should be prudently planned so that the County's best interests are served at the most reasonable cost considering travel time and work requirements. Employees and Officials should make best efforts to execute their Local and Non-local travel requirements at the lowest reasonable costs to the County by purchasing ticket(s) in advance, searching for lowest prices, requesting the government rate where available or utilizing a travel agent, etc.

1. Types of Travel that are Eligible for Reimbursement. The County recognizes the following activities as appropriate travel purposes for official County business:

(a) Delivery of legislative testimony or address legislative agenda;

(b) As a stipulation or condition of grant funding or otherwise required for County or federal certification;

(c) Presentation on behalf of the County at a conference, meeting, seminar, training session, or similar;

(d) Financial or tax audit;

(e) Site visit or operational evaluation related to Agency improvement efforts;

(f) Court proceeding or case preparation, where the Employee is appearing on behalf of the County or the Employee needs to engage in witness preparation, investigation or take depositions.

(g) Law enforcement, building and zoning, revenue, ethics, environmental, medical examiner or other investigation approved by the Appropriate Authorizing Party; and

(h) Attendance at a conference, meeting, seminar, training session, or similar, provided that the topic is of critical interest to the County; representation at the event is in the best interest of the County; and the topic is related to an Employee's or Official's professional development. Agencies should attempt to limit the number of attendees by event.

2. Modes of Local Travel. Authorized modes of transportation for Local Travel include: (1) public transportation; (2) County vehicles; (3) taxi, ride sharing; and (4) Personally owned or Leased vehicles (approved by the Appropriate Authorizing Party).

3. Modes of Non-local Travel. Authorized modes of transportation for Non-local travel include County vehicles, Personally owned or Leased vehicles if approved by the Appropriate Authorizing Party, Rental Car, and Common Carriers.

4. General rule for travel. Travel expenses are eligible for reimbursement provided that the least expensive mode of transportation is used, considering travel time, cost, and work requirements unless otherwise approved by the Appropriate Authorizing Party. Please note that employees who receive a stipend are not eligible for mileage reimbursement.

5. Eligible Local Transportation Reimbursable Expenses: Local travel that is performed for official County business may be permissible if authorized by the Appropriate Approving Party.

(a) *Travel by County vehicle*. When the Employee or Official uses a County vehicle, only fuel, parking, and toll expenses are eligible for reimbursement.

(b) *Travel by taxi or ride share*. When the Employee or Official uses a taxi or ride sharing company, the total metered fare (including surcharges and fees) is eligible for reimbursement. Tipping on taxis or ride sharing may not exceed $2.00, or 20% of the metered fare, whichever amount is greater.

(c) *Travel by Personal vehicle*. When the Employee or Official uses a Personal vehicle per the approval of the Appropriate Authorizing Party, only mileage, parking, and toll expenses are eligible for reimbursement. Mileage reimbursement for County business is limited to the current standard IRS deduction rate for business related

transportation currently in effect and authorized by the Bureau of Finance. The mileage must be supported by detailed mileage logs including date(s) of travel, number of miles driven, locations traveled to and from, and business purpose. All mileage requested to be reimbursed will be calculated using the County's Transportation Expense Voucher System (TEVS) to prepare a mileage reimbursement voucher which can be found at (https://apps.cookcountyil.gov/voucher/public/). The voucher shall be submitted along with the Business and/or Travel Expense Reimbursement Form to the Appropriate Authorizing Party.

i. Normal commuting to and from the Employee's or Official's Personal residence and their Official Worksite or an Agency pre-approved Alternative Worksite is not eligible for mileage reimbursement. However, if the mileage to an Alternative Worksite is greater than the normal commute to and from the Official Worksite, then the Employee or Official is entitled to reimbursement for mileage in excess of their normal commute.

ii. When approved Local Travel is required during the workday, the Employee or Official is entitled to reimbursement for the mileage to and from the Official Worksite or Alternative Worksite and the site(s) visited. Only the most direct route mileage (mileage from residence to first location and last location to residence is deemed commuting mileage and shall not be reimbursed in the mileage calculator) from the Official Worksite where applicable to the site(s) visited and back to the Official Worksite will be reimbursed.

iii. The IRS per-mile rate is generally established annually (but may be subject to a mid-year increase) and covers the total cost of operating a personally owned vehicle for Local Travel, including such items as gasoline, oil, maintenance, repairs, etc.

iv. The Employee or Official must carry liability and property damage insurance for business use of their Personal or Personally leased vehicle and submit a copy of these insurance policies to the appropriate personnel within

their department. The Employee or Official's personal insurance is primary in the event of an accident.

6. Eligible Non-Local Transportation Reimbursable Expenses: Non-Local Travel that is performed for official County business may be permissible if authorized by the Appropriate Approving Party.

(a) *Travel by Personal vehicle*. When the Employee or Official uses a Personal vehicle per the approval of the Appropriate Authorizing Party, only mileage, parking, and toll expenses are eligible for reimbursement. Mileage reimbursement for County business is limited to the current standard IRS deduction rate for business related transportation currently in effect and authorized by the Bureau of Finance. The mileage must be supported by detailed mileage logs including date(s) of travel, number of miles driven, locations traveled to and from, and business purpose. All mileage requested to be reimbursed will be calculated using the mileage calculator in the Transportation Expense Voucher System (TEVS), which shall be submitted along with the Business and/or Travel Expense Reimbursement Form to the Appropriate Authorizing Party.

i. The IRS per-mile rate is generally established annually (but may be subject to a mid-year increase) and covers the total cost of operating a personally owned vehicle for Non-local Travel, including such items as gasoline, oil, maintenance, repairs, etc.

ii. The mileage reimbursement per trip may not exceed the cost of the lowest available non-stop, roundtrip airfare to/from the destination.

iii. The Employee or Official must carry liability and property damage insurance for business use of their Personal or Personally leased vehicle.

(b) *Travel by Rental Car*. Travel by Rental Car is limited to Non-local travel requiring an overnight stay and must be supported by an itemized receipt which lists the date, time, location of the rental, rental rate, and vehicle class. The choice of vehicle class must be reasonable based on the circumstances. When the Employee or Official uses a rental car, only daily

rental rates, taxes, surcharges, car rental insurance, fuel, parking, and toll expenses are eligible for reimbursement.

(c) *Travel by Common Carrier*. Travel by common carrier is limited to Non-local travel requiring an overnight stay and must be supported by itemized receipts which list the traveler's name, the date, time, point of origin and destination, fare class purchased, and any other related costs for each leg of the trip. When the Employee or Official uses a common carrier, only the fare, taxes, surcharges, and any standard baggage fees are eligible for reimbursement. The fare reimbursement will be based on the most economical fare available that meets the requirements of the Employee's or Official's agenda.

(d) *International travel*. All international travel is subject to pre-authorization by the Appropriate Authorizing Party and Budget Director. Employee's and Official's shall convert all foreign expenses to U.S. currency at the exchange rate applicable when the expense was paid and reflect the expenses incurred in U.S. dollars on the Business and/or Travel Expense Reimbursement Form. Official documentation of the exchange rate(s) applied to the expenses incurred, published at https://www1.oanda.com/currency/converter/ must accompany all receipts.

(e) *Meal and incidental expense reimbursement*. Meal and incidental expense reimbursements are limited to Non-local travel requiring an overnight stay and must be supported by itemized receipts which list the date, time, location of the purchase, and detail every individual item included on the bill. Examples of reimbursable incidental expenses may include necessary internet connection fees or cellular phone charges related to official business. Employee's and Official's will receive the lesser of the actual costs or the current federal travel allowance for meals and incidental expenses, including taxes and gratuity, which is capped at no more than 20% of cost of meal, published by the General Services Administration at https://www.gsa.gov/travel/plan-book/per-diem-rates. Gratuity for baggage handling is reimbursable so long as the cost is reasonable and does not exceed $5.00 per handling. Reimbursement for meals and incidental

expenses shall be limited to the expenses incurred during the time spent traveling for County business. 75% of the expenses submitted for reimbursement on the first and last days of travel, and 100% of the expenses on the other days.

(f) *Lodging reimbursement*. Lodging reimbursement is limited to Non-local travel requiring an overnight stay and must be supported by itemized receipts which list the traveler's name, the date, time, location of the lodging, and detail every individual item included in the bill. Travelers will receive the lesser of the actual costs or the current federal travel allowance for lodging published by the General Services Administration at https://www.gsa.gov/travel/plan-book/per-diem-rates unless the increased rate is approved by the Appropriate Authorizing Party.

(g) *Reimbursement for taxi or ride share*. When the Employee or Official uses a taxi or ride sharing company, the total metered fare (including surcharges and fees) is eligible for reimbursement. Tipping on taxis or ride sharing may not exceed $2.00, or 20% of the ride - whichever amount is greater.

E. **Business needs that cannot be obtained using the methods provided in the Cook County Procurement Code.** On occasion, necessary business needs are unable to be met using the methods provided in the Cook County Procurement Code. The Official or Employee incurring these expenses must demonstrate it is a Necessary Business Expense with a clear and legitimate business purpose. For technology-related necessary business expenses, the Official and Employee incurring the expense must also demonstrate compliance with the Bureau of Technology's Concurrence Process or other similarly applicable policy.

F. **Miscellaneous**. Any other Necessary Business Expense or loss incurred within the Official's or Employee's scope of employment or related to telecommuting and directly related to services

performed for the employer as permitted under Illinois Wage Payment and Collection Act, 820 ILCS 115 et. seq.

IV. PROCESS FOR REQUESTING PRE-AUTHORIZATION FOR ELIGIBLE NECESSARY BUSINESS EXPENSES AND SEEKING REIMBURSEMENT

A. **General:** Being reimbursed for a Necessary Business Expense reimbursement is contingent on compliance with the provisions of this policy; obtaining the appropriate pre-authorization; and completion and timely submission of the appropriate forms with supporting documentation, including but not limited to original receipts. Receipts must be legible; electronic copies including clear photographs of receipts will be accepted as originals. Where supporting documentation does not exist or is missing or lost, the Employee or Official shall submit the Affidavit for Lost Receipts form regarding any such receipts.

B. **Pre-Authorization to Incur a Necessary Business Expense:** Employees and Officials are required to obtain pre-approval before incurring any Necessary Business Expense by submitting the Pre-Authorization Form to the Appropriate Authorizing Party, and in the case of international travel, the Pre-Authorization Form must also be submitted to the Budget Director. Employees and Officials shall request authorization to incur a Necessary Business Expense using the Pre-Authorization Form at least thirty (30) calendar days in advance of having to incur the expenditure or loss so the Appropriate Authorizing Party has an opportunity to assess and potentially approve the request in accordance with this policy. If the pre-authorization or the thirty (30) day period is not practicable, the Requester must provide a justification on the Pre-Authorization Form and/or Reimbursement Form for deviating from the 30 day requirement.

1. Eligible Necessary Business Expenses other than travel.

The Pre-Authorization Form must be completed by the Requester and sent to the Appropriate Approving Party supported by:

i. the details of the expense(s) to be incurred, including the amount and when and where the purchase or expense will be made;

ii. the reason and purpose of the purchase or expense; and

iii. why the item is not being purchased using the methods provided in the Cook County Procurement Code.

2. Travel Expenses.

(a) To request Local or Non-local travel authorization, the Pre-Authorization Form must be completed by the Requester and sent to the Appropriate Approving Party supported by an agenda and estimate of travel costs. The Documentation regarding anticipated meal and lodging costs shall be included along with the current federal travel allowance for lodging and per diem meal rates published by the General Services Administration at https://www.gsa.gov/travel/plan-book/per-diem-rates.

(b) For regularly re-occurring Local or Non-local travel that would be considered a Necessary Business Expense, the Appropriate Approving Party has the discretion to establish a process to pre-approve such travel.

C. **Appropriate Authorizing Party.** To authorize incurring Necessary Business Expenses, the Pre-Authorization Form must be reviewed and approved by the Appropriate Authorizing Party. By signing the Pre-Authorization Form, the Appropriate Authorizing Party certifies:

1. the expenditure is a Necessary Business Expense as provided by this policy, including the appropriateness of the expenditure and the reasonableness of the amount;

2. the Requester has submitted a completed and accurate Pre-Authorization Form with required supporting documentation; and

3. Appropriate Funding is available to pay for the expense.

In addition, if the Appropriate Authorizing Party determines that the requested expenditure is not necessary or should be requested through the Procurement Code process, then the Employee or Official shall not incur the expense on the County's behalf and will not be entitled to reimbursement under this policy.

D. **Submission of Reimbursement Requests, Review and Approval.**

1. All requests seeking reimbursement, with the appropriate supporting documentation and Business and/or Travel Expense Reimbursement Form, must be submitted to the Appropriate Authorizing Party within 60 calendar days of the later of (1) incurring the expense or (2) the business purpose, travel, or event has occurred. By signing the Business and/or Travel Expense Reimbursement Form, the Requester attests to its truthfulness and assumes personal responsibility for its accuracy.

2. Submission of the Business and/or Travel Expense Reimbursement Form to the Appropriate Authorizing Party shall also include:

(a) A copy of the approved Pre-Authorization Form;

(b) Copies of itemized receipts for all expenses; and

(c) If a receipt is lost or does not exist, the Requester needs to complete the Affidavit for Lost Receipts Form to attest to the incurring of such expense and why no documentation is being submitted to support the particular expense reimbursement request.

3. Within 21 calendar days of receipt of the Business and/or Travel Expense Reimbursement request, the approved request by the Appropriate Authorizing Party and the supporting documentation shall be sent by the Appropriate Authorizing Party to the department's assigned Budget Analyst in Budget. By approving the reimbursement request and forwarding to the Budget Analyst, the Appropriate Authorizing Party certifies the appropriateness of the expenditure and the reasonableness of the amount; the availability of Appropriated Funds; compliance with applicable reimbursement policies; and completeness of supporting documentation.

4. Review of all requests for reimbursement shall be timely made by Budget. Upon review, Budget will approve the request, return the request to the Appropriate Approving Party for correction or supplementation (i.e., credit card statement and Affidavit for Lost Receipts Form, in the event of lost receipts), or deny the request as not being in compliance with

this Policy. If approved, Budget will submit the reimbursement request to the Comptroller's Office for payment and copy the Appropriate Authorizing Party regarding the payment request. Failure to timely correct or supplement a request for reimbursement as required by Budget shall result in denial of reimbursement.

5. Timing and method of reimbursement payment. Employees or Officials will receive authorized reimbursements as part of their next regular paycheck during the pay period following the expense having been incurred, and the reimbursement request being processed, provided compliance with this Policy and the procedures established herein. Advanced payments to the requestor are strictly prohibited under this policy.

E. **Resources**

General information concerning this Policy may be obtained by contacting the Chief Financial Officer (or designee).

F. **Related Policies**

- The Cook County Procurement Code
- The County's Vehicle Collision Policy
- The County's Fuel Use Policy
- The County's AVL GPS Policy
- The County's Vehicle Policy
- Applicable Agency Reasonable Accommodation Policy for Employees and Applicants with Disabilities
- Applicable Agency Telecommuting Policy
- Applicable Agency Tuition Reimbursement Policy
- The County's Ethics Ordinance

G. **Non-Compliance**

Failure to comply with the provisions of this policy may result in denial of reimbursement and/or subject an Employee or Official to discipline, up to and including discharge, in accordance with the personnel rules and/or collective bargaining agreement, if applicable, and ethics fines or penalties.