



DUPAGE COUNTY

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DUPAGE COUNTY BOARD

April 13, 2023

Brian Strockis, Chief of Police
Oak Brook Police Department
1200 Oak Brook Road
Oak Brook, IL 60523

RE: **Letter of Understanding**
Municipality Access to County Traffic Cameras
Pilot Project

Dear Chief Strockis:

This Letter of Understanding (hereinafter referred to as "LOU"), executed in duplicate, has been prepared to outline the general understanding between the County of DuPage (hereinafter referred to as "County") and the Oak Brook Police Department (hereinafter referred to as "Municipality") (referred to individually as "Party" and together as "Parties"), with regard to the County providing access to its traffic cameras to the Municipality for purposes of conducting a Pilot Project to determine the capabilities and effectiveness of the system for the Parties' needs.

Whereas;

- The Municipality has requested to monitor traffic operations utilizing the County's traffic cameras and Ethernet-based traffic signal system, also known as the Central Signal System. The Municipality is interested in accessing the County's traffic video cameras to support its public safety responsibilities.
- The County desires to provide its video resources through its Central Signal System to other governmental agencies, including police departments, in the interest of supporting public safety.
- The Municipality is working with a third-party provider, Fusus (hereinafter referred to as "Provider"), to consolidate and integrate video feeds for access by the Municipality. Considering that neither Party, nor the Provider, have experience integrating the Central Signal System network topology, the Parties desire to conduct a Pilot Program using the County's existing video cameras.

Now, therefore, based upon the above recitals, the County and the Municipality agree to establish the following guidelines with regard to the Pilot Program.

- During the Pilot Program, the County will provide, at no cost, access to the County's Central Signal System Field Network to the Municipality and the Provider, including all necessary credentials to access the video cameras in and around the Village of Oak Brook.

- The County intends to restrict Municipality and Provider access to specific IP addresses.
- The County reserves the right to limit or revoke access to the County's Central Signal System for any individuals or entities if security concerns arise. In the event access is revoked, it will be reinstated when security concerns are resolved to the mutual satisfaction of the Chief of Police representing the Municipality and the County Engineer representing the County. Access to the County's Central Signal System during the Pilot Program will not be unreasonably withheld.
- In the current system configuration, all County owned cameras in the vicinity of the Village of Oak Brook operate on cellular modems. During the Pilot Program, the County will not allow the consistent use of streaming video by the Municipality or the Provider in order to minimize impacts to the County's cellular data plan and to minimize costs. The Municipality and Provider will be allowed to access the video to support active observation as needed for public safety purposes. The exception to this restriction is that the County will consent to a limited duration test by the Municipality and the Provider for purposes of evaluating their ability to utilize streaming video through the County's system. This testing period will be limited to a maximum of five (5) consecutive calendar days, with the option for a subsequent testing period, if required, to confirm the system operations. Additional testing periods for streaming video may be allowed by the County at its sole discretion. The schedule for the testing periods will be mutually agreed upon by the Parties.
- The County is unable to guarantee full-time operations of its Central Signal System or video cameras. System operations are subject to a variety of conditions and may be impacted by necessary maintenance or modifications to the County's Central Signal System, third-party damage to the Central Signal System infrastructure, operations and maintenance of other agencies' traffic signal equipment utilized by the system, and other circumstances. The County will make a reasonable effort to restore operations through its maintenance contract(s) and will request other entities to restore service as quickly as possible.

It is the intent of the Parties to establish a long-term video connection to the mutual benefit of both agencies under a future Intergovernmental Agreement (IGA). The terms of said connection would be dependent on the results of the Pilot Program and on the completion of the County's Central Signal System Expansion Project #4. Nothing in this LOU requires the Parties to establish a future IGA for video connections.

The Pilot program will include the following camera locations in the vicinity of the Municipality that are in operation at the time of LOU execution:

- 31st Street/Oak Brook Road at Jorie Boulevard
- 31st Street/Oak Brook Road at IL Route 83 Ramps
- Summit Avenue at 14th Street

Any additional cameras that are installed as part of the County's Central Signal System subsequent to LOU execution may be added to the Pilot Program upon mutual agreement by the representatives of the Municipality and County identified above without modification of this LOU.

The Pilot Program will extend for 24 months from the date of final execution of this LOU by both parties or until such time that either Party exercises the termination clause or until it is replaced by an IGA or a superseding Letter of Understanding, whichever comes first.

Either Party may terminate this LOU with ninety (90) days' notice made in writing to the counterparty.

Please confirm your concurrence with the above understanding by countersigning, dating and returning one original. If you have any questions, please contact our Assistant County Engineer Bill Eidson at 630-407-6890 to discuss.

Sincerely,

Deborah A. Conroy, Chair
DuPage County Board

Date: _____

Attest: _____
Jean Kaczmarek, County Clerk

Date: _____

CONCUR: _____
Brian Strockis
Chief of Police

DATE: _____

cc: Christopher Snyder
Bill Eidson
Theresa Smith

WCE/ljt