

**RESOLUTION NO. 17-76**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR POLICE RECORDS MANAGEMENT SYSTEM AND SERVICES**

**WHEREAS**, the Village of Antioch, Lake County, Illinois (the "Village") is duly organized and existing municipality created under the provisions of the laws of the State of Illinois; and

**WHEREAS**, pursuant to the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.), the Village of Antioch desires to enter into an Intergovernmental Agreement for a police records management system (IGA) with the Village of Lake Zurich, Village of Hawthorne Woods, Village of Kildeer, Village of Round Lake, and Village of Round Lake Beach; and

**WHEREAS**, the Village Administrator and Board of Trustees find that executing the IGA, attached hereto as Exhibit A, is in the interest of the public health, safety and welfare of the residents of the Village of Antioch.

**WHEREAS**, it is in the best interest of Village of Antioch to partner in the RMS solution thereby decreasing the operating costs for all municipalities; and

**NOW, THEREFORE, BE IT HERBY RESOLVED BY THE VILLAGE BOARD** to authorize the Mayor to execute all documents and execute the Police Records Management Intergovernmental Agreement.

**SECTION ONE:** The Intergovernmental Agreement is hereby approved

**SECTION TWO:** The Mayor is authorized to execute all documents and take all actions necessary to carry out the purpose of this Resolution.

**ADOPTED** by the Mayor and Board of Trustees of the Village of Antioch, Lake County, Illinois, this 11<sup>th</sup> day of December 2017.

**APPROVED** this 11<sup>th</sup> Day of December, 2017

AYES: 6. Jozwiak, Pierce, Poulos, Dominiak, Johnson and Macek.

NAYS: 0.

ABSENT: 0.



Lawrence M. Hanson

ATTEST:



Lori K. Romine, Village Clerk

**Intergovernmental Agreement  
For Police Records Management System & Services**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2017, for the purpose of operating a shared Tyler/New World Systems Aegis Police Records Management System (RMS) Solution, by and between the VILLAGE OF LAKE ZURICH, an Illinois municipal corporation ("Lake Zurich") and the VILLAGE OF ANTIOCH, both of which are Illinois municipal corporations. The Village is hereinafter referred to as the "Participating Village." Lake Zurich and the Participating Village may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

**WITNESSETH**

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government such as Lake Zurich and the Participating Villages, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

**WHEREAS**, the Parties desire to cooperate in deploying and operating New World Systems Records Management System (RMS solution) for their mutual benefit; and

**WHEREAS**, Lake Zurich has existing agreements for the mutual deployment and operation of the RMS Solution with the following municipalities: Village of Kildeer, Village of Hawthorn Woods, Village of Lindenhurst, and Village of Round Lake, and Village of Round Lake Beach; and

**WHEREAS**, Lake Zurich anticipates agreement for the integration, deployment and operation of the RMS Solution with the Village of Antioch; and

**WHEREAS**, it is desirable for additional municipalities to partner in the RMS solution thereby decreasing the operating costs for all municipalities; and

**WHEREAS**, it is in the best interests of Lake Zurich and the Participating Villages to enter into this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing, and the mutual covenants and agreements contained therein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto agree as follows:

1. **INCORPORATION OF PREAMBLES**. The preambles hereto, as set forth above, are incorporated herein by reference and made a part hereof.
2. **OBLIGATIONS OF LAKE ZURICH**. Lake Zurich agrees to perform the following for the efficient and proper use of the RMS solution:



- a. The Parties acknowledge and agree that Lake Zurich will act as the host and primary caretaker of the RMS solution.
- b. All servers and hardware are located in a secure datacenter within the Lake Zurich Police Department that is equipped with a power backup system in the event of a utility power failure.
- c. Lake Zurich will perform appropriate system maintenance functions to ensure the safeguarding of information stored within the RMS solution.
- d. Lake Zurich will coordinate with the Lake County ETSB to permit secure access to the RMS solution from the Participating Village desktops and mobile devices as agreed upon.

3. **OBLIGATIONS OF PARTICIPATING VILLAGES.** The Participating Villages agree to perform the following in order to enable Lake Zurich to efficiently and properly fulfill its obligations under this Agreement:

- a. Provide work schedules, on-call schedules, training exercises and reasonable notifications thereof;
- b. Provide names, employee IDs and expected access levels for all personnel that will be using the RMS;
- c. Provide notification of employee separation or suspension within 2 hours of this event;
- d. Provide informational materials on case classifications, use of non-standard UCR;
- e. The Village of Antioch acknowledges and agrees to **Exhibit A** – One-time Project Cost Breakout and to make any and all payments associated with the RMS solution as necessary to meet the obligations under **Exhibit B** – Antioch’s Share of Ongoing and Annual Project Costs.
- f. Ongoing project costs are shared between the Village of Kildeer, Village of Hawthorn Woods, Village of Round Lake, Village of Round Lake Beach and Village of Antioch based on the percentages outlined in **Exhibit C** – Cost Share Schedule
- g. Costs will become due at irregular intervals and are payable to Lake Zurich within 30 days of being invoiced.

4. **OBLIGATIONS RELATING TO THE NEW WORLDS RECORD MANAGEMENT SYSTEM.** The parties acknowledge and mutually agree that the cost of servers, related hardware and third-party software licenses acquired solely for the operation of the RMS solution are shared based on **Exhibit C** - Cost Share Schedule. The Participating Villages shall be responsible for all third-party software and hardware prerequisites required for the RMS to be implemented in Participating Villages inclusive of mobile clients.

- a. The Parties mutually agree that any Party may elect to add Tyler/New World System components, or third-party components, to the Tyler/New World System. Such new components added by any Party shall be at the sole cost (including, but not limited to, implementation costs, software license maintenance costs, and any necessary software or hardware components to the servers that house the Tyler/New World System) of that same Party. The Parties may mutually agree, in writing, to share the cost of such new components. If at a later date the non-implementing Party wishes to utilize a component paid by the implementing Party, then the non-implementing Party will agree to reimburse the implementing Party for a portion of the implementing costs as agreed to by the

respective Parties. Any individual mobile unit/terminal software license or maintenance costs shall be the responsibility of the Party where the unit is located.

- b. The Participating Villages' end-user support is provided directly by Tyler/New World Systems as part of the Software System Maintenance Agreement (SSMA).
- c. The Participating Villages end-user training during deployment, prior to go-live and acceptance will take place at a mutually agreed upon location and schedule.
- d. The Participating Villages' end-user training after go-live and acceptance can be arranged directly through New World Systems, billable to the Party requesting the training.
- e. The Participating Villages acknowledge and agree that connectivity to the RMS solution is provided through the ETSB network and that desktop and mobile connections are the responsibility of Participating Villages or their designated vendor.

5. **TERM AND TERMINATION.** The initial term of this agreement shall be for three (3) years following the commencement date. No less than 120 days before expiration of the initial term, the Parties agree to negotiate in good faith, a renewal term and costs based on then available population numbers, server, third party software and RMS requirements. This Agreement may be terminated after the initial term by written notice of no fewer than 180 days before expiration of the initial term by appropriate legislative action of one of the Parties. The Parties acknowledge and agree that a permanent unavailability of the RMS Solution or the Lake Zurich Police Department will constitute a default of this Agreement by Lake Zurich. If Lake Zurich reasonably believes that the Tyler/New World System will become permanently unavailable, Lake Zurich will notify the Participating Villages and cure the default. Failure to cure the default within sixty (60) days, will give the Participating Villages the authority to terminate this Agreement at any time thereafter.

6. **DISPUTE RESOLUTION.** The Parties desire to avoid and settle without litigation, any future disputes that may arise between them relative to this Agreement. Accordingly, the parties agree to engage in good faith negotiations to resolve any such dispute. If any party has a dispute about a violation, interpretation, or application of a provision of this Agreement, or a dispute regarding a party's failure to comply with this Agreement, then that party may serve on the other party written notice, delivered as provided in Section 7 of this Agreement, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The parties then, within seven (7) days, shall schedule a date certain for representatives of the parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30) days after notice of the dispute has been delivered as provided herein. If a resolution is not reached within such 30-day period (or such longer period to which the parties may mutually agree), then either party may pursue remedies available under this Agreement, including termination. During all negotiation proceedings and any subsequent proceedings Lake Zurich and the Participating Villages shall continue to fulfill the terms of this Agreement to the fullest extent possible. Lake Zurich shall continue to provide access to RMS solution as provided by this Agreement. The Participating Villages shall continue to make all payments to Lake Zurich as provided by this Agreement, including all payments about which there may be a dispute. Provided the Parties have been unable to reach agreement during the 30-day negotiation period, the Parties shall be entitled to pursue such remedies as may be available in law and equity, including without limitation, an action to secure the performance of the covenants, agreements, conditions, and obligations contained herein. The parties agree that any such action must be brought in the Circuit Court of Lake County, Illinois.

7. **NOTICE.** Any notice or communication required or permitted under this agreement shall be in writing and delivered personally, by overnight courier, certified mail, email or by facsimile.



Notices shall be deemed valid upon confirmation of delivery at the appropriate address or confirmation of transmission of email or facsimile.

Notice and communication to the Participating Villages shall be addressed and delivered at:

Village of Hawthorn Woods 2 Lagoon Drive Hawthorn Woods, IL 60047 Attn: Village Manager Fax: (847) 438-1459	Village of Kildeer 21911 Quentin Road Kildeer, IL 60047 Attn: Village Manager Fax: (847) 438-1531	Village of Lindenhurst 2301 East Sand Lake Road, Lindenhurst, IL, 60046 Attn: Village Manager Fax: (847) 356-8270
Village of Round Lake 442 N. Cedar Lake Road Round Lake, IL 60073 Attn: Village Manager Fax: (847) 546-5405	Village of Round Lake Beach 1937 N. Municipal Way Round Lake Beach, IL 60073 Attn: Village Manager Fax: (847) 546-1705	Village of Antioch 874 Main Street Antioch, IL 60002 Attn: Village Administrator Fax: (847) 395-1920

Notice and communication to Lake Zurich shall be addressed and delivered at:

Village of Lake Zurich  
70 E Main Street  
Lake Zurich, IL 60047  
Attn: Village Manager  
Fax: (847) 540-1768

#### **8. GENERAL PROVISIONS.**

- a. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.
- b. Exhibits attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.
- c. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing, and approved and executed by all parties to this Agreement in accordance with applicable law.
- d. This Agreement shall be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

9. SIGNATURES.


  
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Village of Antioch  
\_\_\_\_\_  
Village of Lake Zurich  
  
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Exhibit A – One Time Project Costs

Description	One-Time Costs
Server Hardware	1,497.60
Server Operating System	436.80
Server Database	592.80
Database Client License	2,925.00
Total:	\$5,452.20

Enroute SQL CAD Interface Costs: \$2,999.91

E-Ticketing Interface Costs: TBD

Exhibit B – Shared Ongoing and Annual Project Costs (estimates)

Description	Ongoing Costs
Backup Software Maintenance	397.80
GIS 3rd Party	234.00
Total:	\$631.80