VILLAGE OF VERNON HILLS
RESOLUTION 2022-010

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A INTERGOVERNMENTAL AGREEMENT WITH LAKE COUNTY, ILLINOIS FOR THE COLLABORATIVE USE OF THE LAKE COUNTY LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM

WHEREAS, the Village of Vernon Hills ("Vernon Hills") and Lake County, Illinois (the "County") are units of local government, organized pursuant to the Constitution of the State of Illinois; and

WHEREAS, The County and Municipality are units of local government authorized to enter into this Agreement under the Constitution of the State of Illinois of 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq; and

WHEREAS, As part of a collaborative process through which 21 municipalities and law enforcement entities sought a provider for a variety of law enforcement software solutions, the County, in conjunction with the Lake County Sheriff (the "Sheriff"), contracted with Tyler Technologies ("Tyler") to license and support a Law Enforcement Records Management System ("RMS"). The RMS is a police reporting and records management system; and

WHEREAS, The Sheriff-Tyler contract includes a site license for the licensed Records, Field Reporting, Corrections and Brazos software for any agency in the geographic confines of Lake County; and

WHEREAS, the Village seeks to join the Sheriff in using the RMS for records and reporting purposes, and is willing to pay its proportionate cost for the maintenance of the system under the terms set forth in the proposed Intergovernmental Agreement; and

WHEREAS, the 1970 Illinois Constitution, Article 7, Section 10, and the Illinois Compiled Statutes, 5ILCS 220/1-220/8, provide authority for intergovernmental cooperation;

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Vernon Hills, Lake County, Illinois, as follows:

SECTION 1: Incorporation. Each Whereas paragraph above is incorporated by reference into this Section and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: Approval. The Board of Trustees of the Village of Vernon Hills approves, authorizes and directs the President and Clerk of the Village of Vernon Hills to execute the Intergovernmental Agreement with Lake County, Illinois for the Collaborative use of the Lake County Law Enforcement Records Management System, in substantial conformity with the document attached hereto as **Exhibit A**. All final changes are subject to the approval of the Village Manager.

SECTION 3: Authorization to Execute. The Village President and Village Clerk, or their designees, are authorized and directed to execute the Agreement and such other documents as are necessary to fulfill the Village's obligations under the Agreement.

SECTION 4: Conflicts. All ordinances or resolutions, or parts of ordinances or resolutions, in conflict with the provisions of this Resolution, to the extent of such conflict, are repealed.

SECTION 5: Severability. Each section, paragraph, clause and provision of this Resolution is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Resolution, nor any part thereof, other than that part affected by such decision.

SECTION 6: Effective Date. This Resolution shall be in full force and effect from and after its adoption, approval and publication in the manner required by law.

Dated this 5th Day of April, 2022.

Adopted by roll call vote as follows:

AYES: 4 – Forster, Oppenheim, Marquardt, Koch
NAYS: 0 - None
ABSENT AND NOT VOTING: 3 – Schenk, Takaoka, Byrne
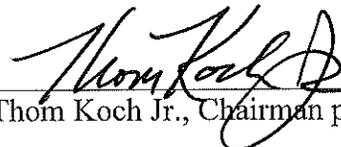
Thom Koch Jr., Chairman pro Tem

PASSED: 04/05/2022
APPROVED: 04/05/2022
ATTEST: 04/05/2022

Kevin Timony, Village Clerk

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT FOR THE COLLABORATIVE USE OF THE LAKE COUNTY LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM

(attached)

INTERGOVERNMENTAL AGREEMENT FOR THE COLLABORATIVE USE OF THE LAKE COUNTY LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM

This Intergovernmental Agreement ("**Agreement**") is between the County of Lake, a body politic and corporate operating under 55 ILCS 5/1-1001 *et seq.*, acting in concert with the Lake County Sheriff, an elected official (together, simply "**Sheriff**"), and [Vernon Hills], a municipal corporation operating under 65 ILCS 5/1-1-1 *et seq.* ("**Municipality**"). Together, the Sheriff and Municipality may be referred to below as "**Party/Parties.**"

Recitals

Whereas:

1. The County and Municipality are units of local government authorized to enter into this Agreement under the Constitution of the State of Illinois of 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

2. As part of a collaborative process through which 21 municipalities and law enforcement entities sought a provider for a variety of law enforcement software solutions, the County, in conjunction with the Lake County Sheriff, contracted with Tyler Technologies to license and support a Law Enforcement Records Management System (RMS). The RMS is a police reporting and records management system.

3. The Sheriff-Tyler contract includes a site license "for the licensed Records, Field Reporting, Corrections and Brazos software for any agency in the geographic confines of Lake County." This Agreement relates only to the Records and Field Reporting components of the Sheriff-Tyler contract.

4. Municipality is located within the geographic confines of Lake County, Illinois.

5. Municipality seeks to join the Sheriff in using the RMS for records and reporting purposes, and is willing to pay its proportionate cost for the maintenance of the system under the terms set forth below.

In light of the foregoing, the Parties agree as follows:

Article 1.   **Services Provided; Implementation; Additional Services.**

   1.1   **Services.** The RMS services included in the contract with Tyler, and which Municipality can use under this Agreement and the terms of the Tyler license, are listed on **Exhibit A** to this Agreement.

   1.2   **Location.** The Sheriff, in cooperation with the Lake County Emergency Telephone System Board (LCETSB), will be responsible for maintaining the RMS on its servers, including providing updates to the servers and RMS. The RMS will be hosted in Lake County on servers in two geographically separate locations, such that any one location will enable the service's operation. Access to

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the RMS services will be through a site-to-site VPN connection. The RMS services will be redundantly backed up, including through the use of hardware and software services provided by Rubrik.com, to include malware and ransomware protection. Database backups and server snapshots will occur at regular intervals daily. The Lake County Sheriff is a member of the Multi-State Information Sharing & Analysis Center (MS-ISAC), and all municipalities participating in this IGA are encouraged to also participate in MS-ISAC.

1.3 **Technical Support; FOIA.**

1.3.1 The Sheriff's Office maintains 24/7 IT Support and will, to the best of its ability using those resources, support all users in troubleshooting technical issues arising from the RMS. Technical issues requiring the expertise of Tyler Technologies shall be coordinated by the Sheriff's IT personnel, provided that any costs that arise because they are outside of the Tyler-Sheriff RMS maintenance agreement shall be brought to the RMS Working Group, defined below, for discussion and consensus decision making.

1.3.2 Freedom of Information Act requests directed at the data of any particular municipality or agency shall be the responsibility of that municipality or agency. The Sheriff's Office may provide assistance to access information, when needed.

1.4 **Implementation Costs.** During the Sheriff's initial implementation of the RMS, the cost and terms of participating in the RMS is set forth on **Exhibit B** to this Agreement. Payment of the data conversion fee, as well as any modules selected by Municipality, shall be at the prices set forth in Exhibit B and be due upon the effective date of this Agreement. Implementation costs are separate from and in addition to the ongoing cost-sharing payments that shall be regularly due in six-month intervals, once the maintenance and support costs begin, which is scheduled for May 2023.

1.5 **Additional Services.** Any services not set forth on Exhibit A shall be "**Additional Services.**" Additional Services may be added only with (a) the Sheriff's written consent, which shall be made in consultation with the RMS Working Group and the Chief's Advisory Committee (described below) and, if necessary, (b) a Statement of Work from Tyler, outlining the cost, which Municipality shall bear if the Additional Services are for the benefit of Municipality (as opposed to for the benefit of all RMS Users).

Article 2. **Terms of Use.**

2.1 **RMS Working Group.** Collaborative governance of the RMS shall occur through an RMS Working Group made up of one representative from each municipality or agency that uses the RMS, including Municipality. Among other tasks, the RMS Working Group shall be tasked with creating policies and

procedures related to the use, functionality, and further development of the RMS. The RMS Working Group shall also provide input into how future enhancements to the system are funded, whether from the **"Future Enhancements Account,"** described below, or otherwise.

2.2 **Chiefs' Advisory Committee.** Each law enforcement agency participating in the RMS shall have the right to have its Chief (or, for the County, its Sheriff) participate in periodic meetings of a "Chief's Advisory Committee," the frequency of which shall be set by the Committee. A Chief or the Sheriff may also participate in the Committee through a designee. The Chiefs' Advisory Committee shall provide input and guidance on major decisions related to the operational policies and further development of the RMS, and shall be responsible for fostering continuity and collaborative governance of the RMS and its continued use.

2.3 **Conditions of Use.** The Sheriff shall provide the RMS to the Municipality by assisting the Municipality's staff in setting up a connection through which the Municipality can access and otherwise use the RMS. Such assistance shall encompass configuring the RMS to accommodate the users for which Municipality pays (with each agency or municipality being made up of multiple users), under the payment terms listed further below. Any integration assistance that cannot be performed by the Sheriff may require a statement of work (SOW) from Tyler Technologies, for which the Municipality must separately pay. If such an SOW is necessary, then the Sheriff will assist Municipality in obtaining it.

Use of the RMS shall be conditioned on the following:

2.3.1 **Authority to Control RMS.** The RMS, its systems, programs, and reports, shall remain solely under the control of the Sheriff, with input from the RMS Working Group and Chiefs' Advisory Committee. No municipality or agency using the RMS shall have direct RMS programming access, or the right or ability to modify the RMS operating system, utilities or vendor software, and no RMS system administration authority. No municipality or agency shall have the right to install, or have installed, any software, programs (apps), or similar add-on components on the computer hardware operating the RMS system.

2.3.2 **Authority to Modify RMS.** For the benefit of all of the RMS's users, including Municipality, the Sheriff shall retain the exclusive authority to program, modify, upgrade, administer and otherwise alter the RMS and its systems. The Sheriff shall provide reasonable notice of changes to the RMS and its systems that will affect the RMS's users. For more significant changes that may affect Municipality's ability to access the RMS on a more-than-temporary basis, the Sheriff will provide notice sufficient to allow Municipality to mitigate such access issues. Such notice shall be provided no less than 14 days prior to the change.

2.3.3 **Additional Agencies**. The Sheriff, with input from the RMS Working Group and Chiefs' Advisory Committee, retains the exclusive right to approve any additional agencies or units of local government that seek access to the RMS and its systems through Municipality or otherwise, under terms consistent with this Agreement. Any entities joining that exist outside of the geographic confines of Lake County may require the additional approval of Tyler Technologies.

2.3.4 **Connection; Equipment**. Municipality must at all times provide proper equipment and connections to the RMS servers to connect Municipality's users to the RMS. Municipality shall be responsible for the procurement of all third-party software and a sufficient internet connection (e.g., software for a firewall; a subscription to a business-grade internet connection) including updates, upgrades, service/maintenance packs, and hardware necessary to operate the system on its premises or in its vehicles.

2.3.5 **Payment**. Use of the RMS shall at all times be conditioned upon timely payment of the invoices issued every six months.

2.3.6 **Misuse of System**. Municipal or agency users who misuse the RMS system may have their access terminated. Misuse shall include without limitation: (a) accessing the system for purposes outside the scope of a user's employment; (b) creating security issues (including without limitation data breaches) that jeopardize the integrity of the system; (c) violating the policies and procedures created by the RMS Working Group. Notice of any such termination shall be provided in advance, where feasible, but may also occur without notification in emergency situations. The RMS Working Group shall assist in adjudicating disputes about access termination, or about the right to reestablish access to the system. Termination of a user's access for misusing the system shall not entitle Municipality to a pro rata refund of any invoice that has already been issued.

2.4 **Underlying License and Support Agreements; Changes**. The Sheriff shall maintain the RMS software license and maintenance and support agreement with Tyler Technologies to ensure the RMS services remain available and supported throughout the term (including renewal terms) of this Agreement. Additionally, the Sheriff agrees to notify Municipality if the Sheriff issues a request for proposals or begins other procurement processes to change the RMS from Tyler Technologies to another vendor. The Sheriff shall make any procurement documents available to Municipality at the time they are issued.

Article 3. **Cost-Sharing; Payment Terms.**

3.1 **Licensing Costs**. No license costs shall be due under the terms of this Agreement.

3.2   **Cost-Share Calculation; Future Enhancements Account.** To provide for the RMS's maintenance and support, Municipality agrees to share the total such costs with all other users of the RMS, pro rata (each Municipality or agency will have multiple "users," which are the individuals who access the RMS system). In addition, along with similar funding from the Sheriff's Office, Municipality agrees to fund an account that shall be dedicated to paying for future enhancements to the RMS. Money to fund the Future Enhancements Account shall be derived from a nonrefundable 10% surcharge on each invoice, and shall accrue until sufficient, either alone or with additional contributions, to pay for an enhancement that will benefit all users of the RMS. The decision to fund future enhancements from the Future Enhancements Account shall be made in consultation with the RMS Working Group. The Sheriff's Office shall fund the Future Enhancements Account under the same terms as Municipality.

By way of example, costs shall be calculated and invoiced every six months by calculating the number of system users and dividing that number by one-half the cost of the annual maintenance and support fee. By way of example, the first year's maintenance and support fee totals $172,748.

The **Sheriff** has **550 users,**
Municipality A has **50 users**, and
Municipality B has **50 users.**

The 6-month cost for to use the RMS would be:

($172,748 ÷ 650) x [# of Municipality Users, *e.g. 50*] ÷ 2 x 1.1 = $7,309

3.3   **Invoices; Payment Terms.** Invoices for Municipality's cost-sharing amount shall be issued in May and November, starting in May 2023, using the invoicing template set forth in Exhibit C. All payments under this Agreement shall be made under the terms of the Illinois Prompt Payment Act, 50 ILCS 505/1 *et seq.*, which generally requires approval of a bill within 30 days of receiving the invoice for the services contained in it, and payment within an additional 30 days.

Article 4.   **Designated Representative and Notices.**

4.1   The Sheriff and Municipality shall each provide contact information for Designated Representatives who shall coordinate the services governed by this Agreement.

The Sheriff's Initial Designated Representative is: Jim Chamernik

Municipality's Initial Designated Representative is:

4.2   **Change in Designated Representative.** The Parties may change their Designated Representative by providing notice of such change with the contact information

for the new Designated Representative in accordance with the "Notices" section of this Agreement.

4.3 **Notices.**
Notice may be given by email to the officials listed below, at their then-current email address, but shall not be deemed received unless the recipient acknowledges receipt.

In addition to or in lieu of email, all notices and other communications regarding the terms of this Agreement shall be in writing and shall be deemed received within three business days after being deposited in the U.S. Mail, proper postage prepaid, if properly addressed as follows, respectively:

To the Sheriff:
Attn: Jim Chamernik
25 S M.L.K. Jr Ave.
Waukegan, IL 60085
Email: JChamernik@lakecountyil.gov

To Municipality:
NAME
ADDRESS

Article 5. **Acknowledgements and Other Provisions.**

5.1 **Force majeure.** (a) If a Force Majeure Event occurs, the party that is prevented by that Force Majeure Event from performing any one or more obligations under this agreement (the "**Nonperforming Party**") will be excused from performing those obligations, on condition that (1) the Nonperforming Party used reasonable efforts to perform those obligations, (2) the Nonperforming Party's inability to perform those obligations is not due to its failure to take reasonable measures to protect itself against the event or circumstance giving rise to the Force Majeure Event, and (3) the Nonperforming Party complies with its obligations under section 5.1(c).

(b) For purposes of this agreement, "**Force Majeure Event**" means, with respect to a party, any event or circumstance, regardless of whether it was foreseeable, that was not caused by that party and that prevents a party from complying with any of its obligations under this agreement (other than an event or circumstance that results in a party's not having sufficient funds to comply with an obligation to pay money), except that a Force Majeure Event will not include a strike or other labor unrest that affects only one party, an increase in prices, or a Change in Law.

(c) Upon occurrence of a Force Majeure Event, the Nonperforming Party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long that party expects it to last. Thereafter the Nonperforming Party shall update that information as reasonably necessary.

During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this agreement.

5.2   **Non-exclusivity.** Nothing in this Agreement shall be interpreted to prevent or limit the right of the Sheriff (or to require the consent of the Municipality) to provide any services, including those similar to those at issue in this Agreement, to other governmental or nongovernmental entities.

5.3   **Exhibits.** The exhibits to this Agreement are incorporated into and a material part of it.

5.4   **Modification; Entire Agreement.** No amendment of this agreement will be effective unless it is in writing and signed by the parties. This agreement constitutes the entire agreement of the parties relating to the subject matter of this agreement and supersedes all other oral or written agreements.

5.5   **Severability.** If any provision of this agreement is unenforceable to any extent, the remainder of this agreement (or application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

5.6   **Governing law; venue.** The laws of Illinois, without giving effect to principles of conflict of laws, govern all matters arising under this agreement, including all tort claims, and all lawsuits shall be brought only in the Nineteenth Judicial Circuit of Lake County, Illinois.

5.7   **Term; Termination.** Upon becoming effective, this Agreement shall remain in effect for an initial period of one year, unless terminated sooner in accordance with this agreement.

After the initial year, the Agreement will thereafter continue in force and effect from year to year, but either party may terminate it by giving written notice to the other party 90 days prior to the termination date identified in the notice, unless the agreement is otherwise terminated in accordance with this Agreement.

5.7.1   **Data Ownership; Data Transfer Upon Termination.** At all times under this Agreement, data entered into the RMS by a Municipality (or Agency, as the case may be) shall be considered and remain the data of that Municipality or Agency. If a Municipality or Agency elects to terminate its participation in this Agreement, the Sheriff, in collaboration with Tyler Technologies where necessary, will assist in transferring the Municipality's or Agency's data to the entity in a customarily used database format (e.g., MS SQL). Any third-party costs (using resources outside of the Sheriff's Office) will be the responsibility of the Municipality or Agency requesting the data.

5.8 **Waivers.** No term or condition of this Agreement shall be deemed waived by either party unless the term or condition to be waived and the circumstances giving rise to such waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or a different provision of this Agreement.

5.9 **No Third-Party Beneficiaries.** Nothing in this Agreement shall create, or be construed or interpreted to create, any third party beneficiary rights.

5.10 **Relationship of the Parties.** In providing services under this Agreement, the Sheriff shall act as an independent contractor.

5.11 **Assignments.** A party may assign this Agreement only with the express written consent of the other party.

5.12 **Insurance.**
Each party agrees that it shall maintain insurance coverage sufficient to cover its operations and employees during the term of this Agreement, including:

(a) Unemployment and Workers Compensation Coverage.

(b) Comprehensive General Liability Insurance with minimum limits of $1,000,000 per occurrence.

(c) Automobile Liability Insurance with minimum limits of $1,000,000 per occurrence covering all owned or leased motor vehicles.

Upon request, each party will provide to the other party a certificate of insurance, in form reasonably acceptable to the requesting party, evidencing the existence of the insurance required under this paragraph. The Parties expressly intend this provision to be construed as maintaining an independent contractor relationship between them, and to foreclose the creation of "special employer" relationships under Illinois law.

5.13 **Indemnification.**

5.13.1 The Sheriff agrees to indemnify Municipality for all third-party claims, demands, damages, liabilities and costs incurred by Municipality that directly or indirectly result from, or arise in connection with, any negligent act or omission of the Sheriff, its agents, or employees, pertaining to its activities and obligations under this Agreement.

5.13.2 Municipality agrees to indemnify the Sheriff for all third-party claims, demands, damages, liabilities and costs that directly or indirectly result from, or arise in connection with, any negligent act or omission of

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Municipality, its agents, or employees, pertaining to its activities and obligations under this Agreement.

5.14 **Counterparts.** The parties may sign this agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

5.15 **Recitals.** The recitals above are incorporated into the body of this agreement.

5.16 **Effective Date.** This Agreement will become effective when all of the parties have signed it, and the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the "Effective Date" of this Agreement. If a party signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this agreement, and the other party may inscribe that date as the date associated with the signing party's signature.

Signed:

The County of Lake	Municipality
By its _____	By its _Thom Koch_____
Date:_____	Date:_ 04/19/22_____

Exhibit A
RMS Services Provided
[Taken from Tyler RMS Contract, Exh. A]

Exhibit B
Pricing

[Taken from Tyler RMS Contract, Exh. J]

Exhibit C
Invoice Sample

Invoice Sample	# of Users
Sheriff	
Entity 1	
Entity 2	
Entity 3	
Entity X	
TOTAL USERS:	
Maintenance & Support Cost (Annual):	$ 172,748
Maintenance & Support Cost (6-months):	$ 86,374
Cost per user (6-month):	
Entity X's # of Users:	
Base Amount:	
Base Amount + 10%:	