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VILLAGE OF VERNON HILLS
RESOLUTION 2022-008

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 MOBILE CITATION SYSTEM (BRAZOS)

</div>

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 mobile citation (e-ticketing) system, which carries the brand name "Brazos"; 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 Brazos, 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 Mobile Citation System ("Brazos"), 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
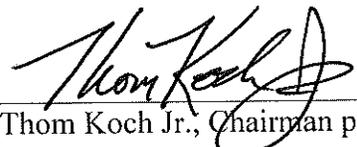NAYS: 0 - None
ABSENT AND NOT VOTING: 3 – Schenk, Takaoka, Byrne

_____
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 MOBILE CITATION SYSTEM (BRAZOS)

(attached)

INTERGOVERNMENTAL AGREEMENT FOR THE COLLABORATIVE USE OF THE LAKE COUNTY MOBILE CITATION SYSTEM (BRAZOS)

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 mobile citation (e-ticketing) system, which carries the brand name "**Brazos.**"

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 Brazos components of the Sheriff-Tyler contract. A separate but similar IGA governs participation in the Records Management System (RMS).

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

5. Municipality seeks to join the Sheriff in using Brazos, 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 Brazos 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.** Brazos is cloud-hosted and accessed through a web browser. Equipment need to access the service is detailed in Exhibit B to this Agreement.

1.3   **Technical Support; FOIA.**

1.3.1   Brazos is hosted by Tyler Technologies and technical issues related to the application's support and maintenance will be addressed to Tyler. The Sheriff's Office and its IT personnel, which are on-call 24/7, will assist Municipality in escalating application issues to Tyler. Costs that arise because they are outside the scope of the Tyler-Sheriff maintenance agreement shall be brought to the Brazos 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 Brazos, the cost and terms of participating in Brazos is set forth on **Exhibit** C 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 C 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 Brazos 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 Brazos Users).

Article 2.   **Terms of Use**.

2.1   **Brazos Working Group**. Collaborative governance of Brazos shall occur through a Brazos Working Group made up of one representative from each municipality or agency that uses Brazos, including Municipality. Among other tasks, the Brazos Working Group shall be tasked with creating policies and procedures related to the use, functionality, and further development of Brazos.

2.2   **Chiefs' Advisory Committee**. Each law enforcement agency participating in Brazos 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 Brazos, and shall be responsible for fostering continuity and collaborative governance of Brazos and its continued use.

2.3   **Conditions of Use.** The Sheriff shall provide Brazos to the Municipality by assisting the Municipality's staff in setting up a connection through which the Municipality can access and otherwise use Brazos. Such assistance shall encompass configuring Brazos 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 Brazos shall be conditioned on the following:

2.3.1   **Authority to Modify Brazos.** For the benefit of all Brazos users, including Municipality, the Sheriff, in consultation with the Brazos Working Group or the Chiefs' Advisory Committee, shall retain the exclusive authority to request modifications to Brazos and its systems. Where modifications are implemented to Brazos and its systems, the Sheriff shall provide reasonable notice of changes that will affect Brazos users. For any significant changes that may affect Municipality's ability to access Brazos on a more-than-temporary basis, the Sheriff—once made aware of the changes from Brazos—will notify the Municipality as soon as possible and work collaboratively to mitigate any service interruptions.

2.3.2   **Additional Agencies.** The Sheriff, with input from the Brazos Working Group and Chiefs' Advisory Committee, retains the exclusive right to approve any additional agencies or units of local government that seek access to Brazos 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.

2.3.3   **Connection; Equipment.** Municipality must at all times provide proper equipment and connections to Brazos servers to connect Municipality's users to Brazos. 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.

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

2.3.5   **Misuse of System.** Municipal or agency users who misuse the Brazos 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 Brazos Working Group. Notice of any such termination shall be provided in advance, where feasible, but may also occur without notification in emergency situations. The Brazos 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 Brazos software license and maintenance and support agreement with Tyler Technologies to ensure the Brazos 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 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.** To provide for Brazos's maintenance and support, Municipality agrees to share the total such costs with all other users of Brazos, pro rata (each Municipality or agency will have multiple "users," which are the individuals who access Brazos). 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 Brazos. 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 Lake County-based users of Brazos. The decision to fund future enhancements from the Future Enhancements Account shall be made in consultation with the Brazos 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 $186,008.

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

The 6-month cost for to use Brazos would be:

4

($186,008 ÷ 650) x [# of Municipality Users, *e.g. 50*] ÷ 2 = $7,154

3.3   **Invoices; Payment Terms**. Invoices for Municipality's cost-sharing amount shall be issued in May and November, starting in <mark>May 2023</mark>, using the invoicing template set forth in Exhibit D. 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:
<mark>NAME</mark>
<mark>ADDRESS</mark>

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 Brazos 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 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.
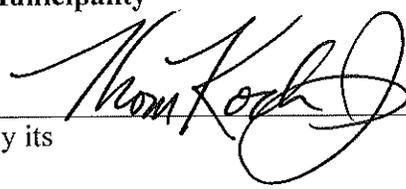
Signed:

The County of Lake

_____
By its

Municipality

_____
By its

Date: _____ | **Date:** _____ *04/19/22* _____

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

new world
a tyler public safety solution

Sales Quotation For

Lake County Sheriff
1303 N Milwaukee Ave
Libertyville , IL 60048-1308
Phone: +1 (847) 377-4000

Quoted By:	Nicolette Schmitz
Date:	4/21/2021
Quote Expiration:	6/1/2021
Quote Name:	Lake County Consortium - NWPS FBR/RMS, Brazos, SoftCode, JMS
Quote Number:	2020-31172-10
Quote Description:	BAFO

Tyler Software

Description

EXHIBIT
A

Brazos

Task: CBCC (Community Based Corrections Citations)
Task: Boating eCitation
Interface: eCommerce - Lexis Nexis or CarFax Crash Sales (Site License)
Interface: IDOT - State of Illinois (Site License)
Court Interface Site License (JOURNAL)
eCitation (Site License)
eCrash (w/Drawing Tool) (Site License)
Interface: Local Adjudication Courts (Site License)
Task: Code Enforcement (Site License - Local/Parking)
Task: Complaint Form/Non-Traffic (Site License)

Annual/SaaS

CONFIDENTIAL

Description

Brazos Hosting Fee

Services

Description

Project Management
Decision Support Software Implementation
Livescan Interface Installation
Ticket Writer Interface Installation
Citizen Reporting Interface Installation
LINX Interface Installation
Law Enforcement Records Configuration (11 or more Agencies)
Law Enforcement Records Train the Trainer Training (includes 10 trainers ea.)
Law Enforcement Records Go-Live Support
ENT LERMS IBR Submission (post Go-Live)
Law Enforcement Field Based Reporting Configuration (11 or more agencies)
Law Enforcement Field Based Reporting Training (includes 10 trainers ea.)
Law Enforcement Field Based Reporting Go-Live
Law Enforcement Field Based Reporting Additional Training (group of 10 additional trainers ea.)
Software System Testing
Disaster Recovery Systems Assurance and Software Installation
GIS Implementation
NCIC Installation
Custom Interface to BEAST (two-way)
Custom Interface to OffenderWatch (one-way)
Custom Lexis Nexis Interface (two-way)
Custom Interface to IAPro (Export)
Custom RMS Call Export Call for Service (Export)
Custom CMS Officer Schedule Interface (Import and Export)
Custom CMS Orders of Protection Interface (Import)
Custom CMS Warrant Interface (Import)
Brazos Project Mgmt (plus per diem as needed if not remote)
Brazos Training
Standard CrashTraining Package

Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8.1/10 32/64 bit or later is required for all client machines. Windows Server 2012/2016/2019 and SQL Server 2012/2014/2016/2019 are required for the Application and Database Server(s).

New World product requires Microsoft Windows Server 2012/2016 and SQL Server 2012/2016, including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Client is responsible for any third-party support.

Licensed Software, and third-party software embedded therein, if any, will be delivered in a machine readable form to Client via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Client in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Client at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Client is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Client in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Client is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements

All Tyler Clients are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Client's GIS data will be contracted by Client separately with Esri.

Custom interfaces will be operational with existing third-party software. Any subsequent changes to third-party applications may require additional services.

For State/NCIC, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

Configuration and end user training for Decision Support Software to occur after Client has been live for 3 months or longer on an application. Classes are limited to 10 trainees maximum; service and travel costs will be incurred for additional classes.

Assumptions

A Site License is included for the licensed Records, Field Reporting, Corrections and Brazos software for any agency in the geographic confines of Lake County, IL, including the following agencies as authorized users:

- Antioch
- Antioch First Fire Protection District
- Barrington
- Barrington Countryside Fire Protection District
- College of Lake County Police
- CenCom E9-1-1
- Countryside Fire
- Countryside Fire Protection District
- County of Lake
- Fox Lake Fire Protection District
- Fox Lake
- Grayslake
- Grayslake Fire Protection District
- Greater Round Lake Fire Protection District
- Gurnee
- Hawthorn Woods
- Island Lake
- Kildeer
- Lake County ETSB
- Lake County Forest Preserve Police
- Lake County Sheriff
- Lake Villa
- Lake Villa Fire Protection District
- Lake Zurich
- Lake Zurich Fire Protection District
- Mundelein
- North Chicago
- Northeast Lake County Consolidated ETSB
- Park City
- Round Lake
- Round Lake Beach
- Round Lake Heights
- Round Lake Park
- Tower Lakes
- Vernon Hills
- VHLL Joint ETSB
- Wauconda
- Wauconda Fire Protection District

Assumptions

- Waukegan
- Zion
- Beach Park Fire
- Highland Park
- Highwood
- Lake Bluff
- Lake Forest
- Lindenhurst
- Winthrop Harbor
- Deerfield
- Riverwood
- Bannockburn
- US Navy
- ATF
- DEA
- FBI
- 19th Judicial Adult Probation
- Lake County State's Attorney's Office

The following agencies will be provided "read only" access to the system as determined by the Lake County Sheriff's Office:

- Buffalo Grove Police
- Lake County Crime Stoppers
- Fox River Grove Police
- Glenview Police
- Wheeling Police
- Chicago Police
- Cook County Sheriff
- McHenry County Sheriff
- Barrington Hills Police
- Kenosha County Sheriff
- Twin Lake Police

This pricing assumes a Command Center approach. Tyler staff will occupy a central location for the go-live event, with questions/issues being routed there.

This pricing assumes that all agencies will go live on the same date. If agencies cannot accommodate, additional services may be required in order to staff multiple go-live events.

This pricing assumes standard support hours (8 AM - 5 PM) for Records support. If 24-hour coverage is required, additional services may be required.

Agency is responsible to paying any applicable state taxes. Contract total does not include tax.

Assumptions

RETURN POLICY: When hardware is included, Tyler will accept return of delivered hardware only within thirty (30) days of the date of delivery to you and only if the hardware is returned sealed in its origianl packaging. Tyler will not issue any refund or credit for returned hardware that is not sealed in its original packaging and/or returned more than thirty (30) days after the date of delivery to you.

Brazos quote includes:
Annual maintenance and hosting fee waived in year 1
Countywide eCitation and eCrash laptop configuration (site services - parent/child)
PDA configuration (site services)
PDA configuration for Sheriff (Marine division)
Brazos site license for eCitation and eCrash (unlimited devices)
Brazos administrative website (unlimited users)
Traffic citations (IL UTC)
Warning citations
Code enforcement citations (Local/Parking - site license)
Criminal Complaint/Non-traffic, citations (site license)
Weight and Measure citations
IDOT Traffic and Pedestrian Stop task
IDOT Demographic Profile Export File
Lake County Court Interface (site license)
Local adjudication court interface (site license for any 3rd party system)
Incode Court Integration (site license)
New World mobile device and RMS integration
IDOT crash interface (site license)
Crash sales interface (site license for either Lexis Nexis or CarFax)
Tasks included for Sheriff (corrections and Boating)
Hardware setup/Brazos barcode asset tags (all existing printers)*
Services to manage and implement
Services to train-the-trainer for eCitations and eCrash (eight 1/2-day sessions- train total of 112 trainers for eCitation and six 1/2-day sessions - train total of 84 trainers for eCrash)**

* If additional printers are needed, Tyler is a reseller of Brother and Zebra hardware.

** Trainers can train other users when additional agencies come onboard or Brazos will provide remote (virtual train-the-trainer session). For additional agencies that come onboard later and on-site training is requested, additional training costs will be required.

Any additional tasks required by agencies, will need to be purchased separately by the agency, $4,063/per task, $1,000/PM fee: agency is responsible for annual maintenance fees related to any add-on tasks.

The Tyler Corrections NCIC interface will be query-only for Person and Vehicles with the first stages of development.

Assumptions

For custom JMS-CMS interface, Court will send API messaging to Tyler Corrections for Release and Remand and the Court will adhere to Tyler's message structure.
This proposal is only valid with the purchase of proposal 2021-32188

Exhibit B
Equipment; Specifications
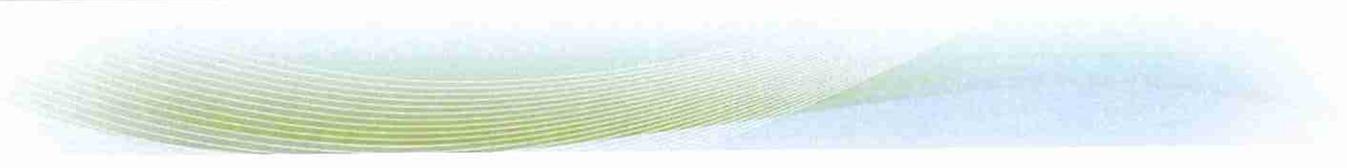
10.2 Brazos Appendix

10.2.1 Items included in Project

The Brazos solution is an end-to-end turnkey solution that provides ticket writing and peripherals for officers for electronic citations and accident tracking. Scope included in this project can be found in the Investment Summary in Exhibit A of the Master Agreement and described in summary below:

- Countywide Site License to include:
  - eCitation
  - eCrash
  - Local Code Enforcement & Parking Citations
  - Complaint/Non-Traffic Citations
  - IDOT Traffic and Pedestrian Stope Task
  - IDOT Demographic Profile Export
  - IDOT Crash Interface
  - Crash Sales Interface (LexisNexis/CarFax)
  - CMS Interface to Journal
  - Local Adjudication Court Interface
- Additional Tasks for Sheriff's Office (Corrections and Boating Citation)

10.2.2 Brazos Key Project Assumptions

- The Client will provide Tyler with access to its equipment, systems, and personnel to the extent needed to complete the defined Services. Support may need to connect to a Client device via Bomgar.
- The Client will provide work space for Tyler Services for work completed on Client premises.

Tyler shall initially implement the most current version of the Tyler software at the time of the contract signing. During the implementation, Tyler will provide newer releases of the software that meet or exceed the version available at contract signing.

Software is maintained and updated regularly by Brazos. By having the user perform a sync of the application on the client, two processes are executed by the end user. The first, is pushing records to Brazos hosted server for submission to RMS/CMS based solutions, i.e. New World, and Court Interface. Secondly, the software will check the Brazos server for new software and configuration updates. These are automatically downloaded, then installed silently on each client. There is no set frequency as to when updates are pushed, but there is no requirement for involvement from the Client to receive these.

- The Client will maintain primary responsibility for the scheduling of Client employees and facilities in support of project activities.
- The Client shall provide Tyler with network access for remote installation and testing through industry standards such as Virtual Private Network (VPN) or other secure access methods.
- The Client will allow users unauthenticated access the following web addresses to ensure adequate access to system resources:
  - 72.32.135.120 (syncsvc.brazostech.com) (ports 80 and 443)
  - 72.32.135.125 (syncsvc2.brazostech.com) (ports 80 and 443)
  - 98.129.131.213 (Reports2014.brazostech.com) (ports 80 and 443)
  - 72.32.135.124 (www.brazostech.com) (ports 80 and 443)
  - 72.32.135.122 (my.brazostech.com) (ports 80 and 443)
  - 207.182.213.55 (brazossupport.tylertech.com) (ports 80 and 443)
- The Client will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all purchased Tyler software products in both support/testing and production environments.

- The Client is responsible for proper site preparation, hardware, software, and network configuration in accordance with Tyler specifications below:

Brazos eCitation Mobile Application Specifications

Tyler's Brazos Solution is capable of running on Tablet PCs, Laptops, Windows 7 or higher (Recommend 10 Pro or Enterprise), iOS, or Android. It is highly recommended (but not required) that these devices be suitable for "field use" (i.e. ruggedized). If Wi-Fi or reliable AirCard signal is readily available, users are also capable of running remote queries or real-time lookups, but they are not required for full operation of the data collection applications. Additionally, field printing systems are required for on-the-spot printing of citations, driver's exchange notices and other relevant documents in the field. It is best suited that these field units communicate via USB or Bluetooth for simple wireless functionality in the field.

Device Type RECOMMENDED
Laptops:
Windows 7 or greater. Bluetooth stack must be Microsoft, Widecomm, or Toshiba for Bluetooth communications. USB connection to printer is preferred but a Bluetooth connection is possible. Panasonic, Dell, HP, GETAC, Toshiba, Motion and Lenovo laptops have been used. Other manufacturers need to be approved.

Additional note: Windows 7 support by Microsoft ended January 2020. While the Brazos application may still function on Windows 7, it is not recommended due to a lack of ongoing Security updates from Microsoft. Technical issues related to a non-supported OS may/may not be addressed by Tyler.

Tablet PC:
Ruggedized:
      Panasonic CF-33, Panasonic G1. Other manufacturers need to be approved.

iPad:
      iPad 2 or higher with 3G/4G or Wi-Fi capability.

Smartphone/PDA:
Zebra TC72 or TC77, Panasonic X1, E1, N1 and iPhone. Other manufacturers need to be approved. Samsung Galaxy cell phones. Other manufacturers need to be approved.

Thermal Printers:
Zebra RW420, ZQ520 and ZQ521, Brother PJ763, 4230BL. Other manufacturers need to be approved

All Operating Systems:
Device must support latest version of respective OS (Windows, Android, iOS, etc.) – this helps ensure older devices aren't deployed due to outdated Hardware documentation.

- The Client has, or will provide, access licenses and documentation of existing system to any 3rd party system software which Tyler will be required to read, write or exchange data.
- The Client has, or will provide, a development/testing environment for data conversion and interface testing as they are developed by Tyler.
- Tyler shall be responsible for implementing a functioning version of the application software (assuming the Client has installed the proper hardware, software, and networking devices).
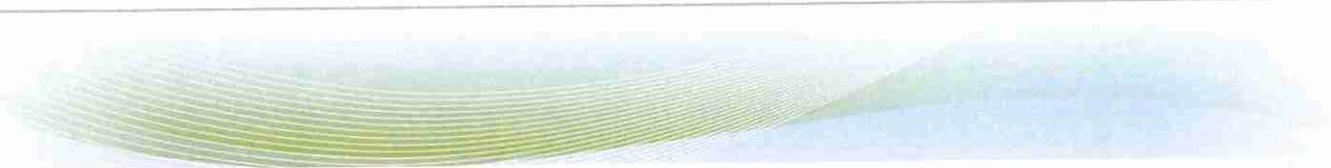
- All deliverables and timelines assigned to the Client will be held to the same standards of delivery as those assigned to Tyler Technologies.
- Installation of Hardware required in County Vehicles shall be completed by the participating agencies Personnel and facilities. They may decide to purchase mounts on their own or opt to purchase from Tyler.
- The Client will deploy initially on 250 MDT's and 2 PDA.
- Deployment of the Tyler Brazos ECS for the Client will utilize the existing Tyler hosted server environment.
- All Client personnel involved in the Project will participate fully in the training provided by Tyler Technologies. Training for Brazos is done as Train the Trainer. Standard training, included in scope, is a two-day, 8-hour class. Day 1 includes a full classroom day where all aspects of the application included in the Investment Summary are covered. Day 2 consists of field-based use, where users conduct ride-outs and issue live citations on the system. Tyler training resources will accompany in a ride-along format, with agency approval. We recommend every agency provide a member of each shift (if possible) to attend and learn the Brazos ecosystem. Training will be defined in more detail as part of the Project Plan.

- Setup of 3rd party hardware (printers) will be handled by Tyler.
- If an Interface to any CMS / RMS / Device systems are included in this Phase of the project, it should be reflected in the contract, and will include the synchronization of tables/files.

10.2.3 Out of Scope

- **Custom interfaces.** Custom interfaces involve the development of a standard, repeatable process for transferring information into or out of the Tyler software. These interfaces may take the form of a user-initiated import/export program, an API, or a web service. There are no custom interfaces included in the scope of the agreement unless detailed in the included Investment Summary.
- **Custom reports.** Custom reports involve the development of new reports that are not offered as part of the standard reporting package and modifications to existing reports. There are no custom reports included in the scope of the agreement unless detailed in the Investment Summary.
- **Undocumented requirements.** Undocumented requirements include requirements not specified in this Statement of Work or Investment Summary.
- **Post System Acknowledgement Configuration.** System Acknowledgement requirements are met at the completion of End User Training and User Acceptance Testing stage. Any changes requested of the Tyler implementation team to alter the configuration, post acknowledgement of these milestones, must be documented through a Change Order and may incur additional time and/or costs. The Client may have access to built-in configuration tools, so, when available, is free to reconfigure or create a new configuration as required or desired. If assistance using these tools is required, additional change orders may apply. A custom defined User Acceptance Testing plan will be delivered as part of the Project Planning phase.

Exhibit C
Pricing

[Taken from Tyler RMS & Brazos Contract, Exh. J]
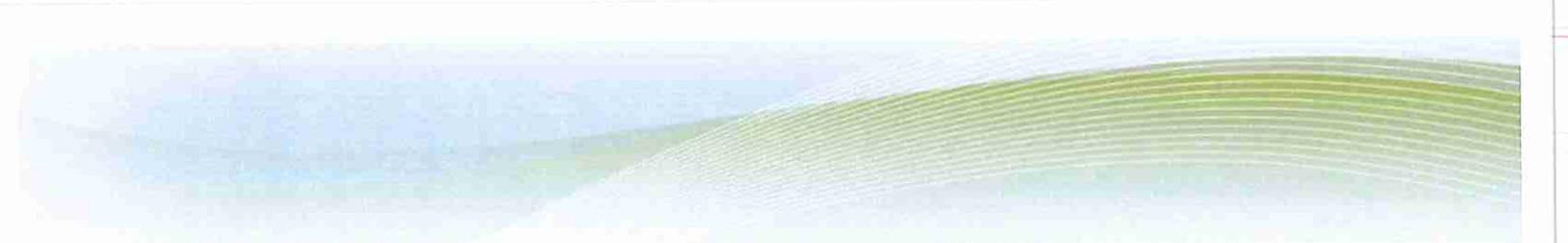
Exhibit J
Pricing to Join the Lake County Consortium

Joining within 90 days of Agreement Effective Date:

$0 + Custom Interfaces or Data Conversion costs.

- Data Conversion now:
    - CAD = $16,000 (per source)
    - RMS = $21,875 (per source)
    - Additional Modules = $1,876 per module unless noted otherwise:
        - 911 Contact Cards
        - Alarm Permits and related false alarm transactions.
        - Career Criminal Registry
        - Custom Alerts
        - External Documents
        - Field Investigations
        - Mug Shots to RMS
        - Personnel Equipment Inventory
        - Personnel Training
        - State Accident Report Information ($5,000)
        - Vehicle Impound
        - Gun Permits
        - Orders of Protection
        - Pawn Shop Transactions
        - Stop Data
        - Property ($7,000)
    - Existing Tyler Clients receive 50% discount off this conversion pricing

- Custom Interface costs will vary based on scope and would require a scope discussion with the Tyler interface team.

Joining Later:

$0 if the ETSB or Sheriff perform the configuration and training setup work for additional agencies (the ETSB or Sheriff can determine costs, if necessary). If an agency requests Tyler to assist with configuration or training, then the following costs will apply:

- 1-5 Agencies: $70,000 one-time
- 6-10 Agencies: $100,000 one-time
- 10+ Agencies: $130,000 one-time

- Additional costs:
    - Third Party Hardware (if applicable)
    - Software outside of Current Scope (if applicable)
    - Interfaces outside of Current Scope (if applicable)
    - More Training
        - CAD Training (user-training): $4,350 per class (up to 10 users per class)
        - Law & Fire Mobile Training (train-the-trainer): $8,700 per class (up to 10 trainers per class)

EXHIBIT
C

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For more information, visit www.tylertech.com
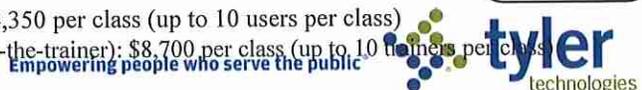
- RMS Training (train-the-trainer): $4,350 per class (up to 10 trainers per class)
- Field Based Reporting Training (train-the-trainer): $4,350 per class (up to 10 trainers per class)
  o Additional Brazos Tasks - $4,063 per task, $1,000 one-time PM fee
  o Data Conversion (pricing found in the table on the next page)
    - Existing Tyler Clients receive 50% discount off this conversion pricing

Project Fees (Joining Later)	
Price Per Project: $10,250 This is required for each conversion project and can include multiple CAD and/or RMS sources. We assume there will be one conversion project during the initial software deployment and additional conversion projects in the future as more agencies are added to the system.	
CAD	RMS
First CAD Source: $32,500 Includes base conversion for master records and a CAD conversion for calls for service.	First RMS Source: $ 43,750 Includes the following: • Base Conversion for master files • RMS Conversion for incidents, cases, arrests, tickets, and warrants) • Custom Alerts • External Documents The following modules can be added at $3,750 (unless noted otherwise): • 911 Contact Cards • Alarm Permits and related false alarm transactions. • Career Criminal Registry • Custom Alerts • External Documents • Field Investigations • Mug Shots to RMS • Personnel Equipment Inventory • Personnel Training • State Accident Report Information ($10,000) • Vehicle Impound • Gun Permits • Orders of Protection • Pawn Shop Transactions • Stop Data Property Add-on: $7,500
Additional CAD Sources: $16,000	Additional RMS Sources: $21,875 Optional modules listed above can be added at 50% of the cost Property Add-on: $3,750
Note: Price may be lower if CAD and RMS data are coming from the same source	

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Exhibit D
Invoice Sample

Invoice Sample	# of Users
Sheriff	
Entity 1	
Entity 2	
Entity 3	
Entity X	
TOTAL USERS:	
Maintenance & Support Cost (Annual):	$ 186,008
Maintenance & Support Cost (6-months):	$ 93,004
Cost per user (6-month):	
Entity X's # of Users:	
Base Amount:	
Base Amount + 10%:	