

**INTERGOVERNMENTAL AGREEMENT FOR THE OPERATION AND FUNDING OF
AN INTEGRATED RECORDS MANAGEMENT SYSTEM (RMS)**

THIS AGREEMENT made this 20th day of November, 2018 by and between the County of Winnebago, a body politic and corporate, (hereinafter referred to as the "County"), the City of Rockford, a municipal corporation. (hereinafter referred to as the "City");

WHEREAS, the CITY is a duly organized body politic created under the provisions of the laws of the State of Illinois. The CITY is now operating under and pursuant to the provisions of the Illinois Municipal Code, as amended (65 ILCS 5/1-1-1 *et seq.*; the "Municipal Code"), is a "unit of local government" as defined in Article 7, Section 1 of the Constitution of the State of Illinois, and is a "public agency" as defined in Section 2 of the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*).

WHEREAS, the COUNTY is a duly organized body politic created under the provisions of the laws of the State of Illinois. The COUNTY is now operating under and pursuant to the provisions of the Illinois Counties Code (55 ILCS 5/1-1001 *et seq.*; the "Counties Code"), is a "unit of local government" as defined in Article 7, Section 1 of the Constitution of the State of Illinois, and is a "public agency" as defined in Section 2 of the Intergovernmental Cooperation Act.

WHEREAS, Article 7, Section 10(a) of the Constitution of the State of Illinois authorizes units of local government and school districts 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.

WHEREAS, Article VII, Section 10(a) of the Constitution of the State of Illinois further provides that units of local government may use their credit; revenues, and other resources to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, Section 3 of the Intergovernmental Cooperation Act provides that "[a]ny power or powers, privileges, functions or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred and enjoyed jointly with any other public agency of this State..."

WHEREAS, Section 5 of the Intergovernmental Cooperation Act provides that "[a]ny one or more public agencies may contract with any one or more other public agencies to perform any governmental services, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be approved by the governing bodies of each party to the contract and except where specifically and expressly prohibited by law. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties."

WHEREAS, the parties are entering into this Agreement pursuant to and in accordance with the aforementioned Constitutional and statutory authorities; and

WHEREAS, the parties desire to implement an integrated shared Records Management System (RMS).

WHEREAS, the parties collaboratively selected and agreed upon the RMS vendor.

WHEREAS, the City has made a best faith effort to estimate total project costs based on current knowledge of project scope and unit costs provided by selected vendors, and the County's allocation of the total project costs.

WHEREAS, the County wishes to implement the following:

- Records Management (41 licenses)
- Field Based Reporting (32 licenses)
- Evidence
- Evidence barcoding hardware and supplies
- NCIC/State Interface
- CrimeView Advanced Reports and Dashboard
- Easy Street Draw

WHEREAS, the County may elect to utilize the following modules at an optional cost:

- FieldOps
- Citizen Reporting

WHEREAS, beyond the TriTech included "Data Conversion Light" for RMS and The Beast, the County may elect to convert other RMS data from existing Motorola RMS system and other police applications to the new RMS system at additional cost;

WHEREAS the City will lead the project implementation with support from the County.

WHEREAS FBI UCR Program will transition to a NIBRS-only data collection by January 1, 2021.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth in this Agreement, the parties agree as follows:

I. RECITALS.

The above Recitals are incorporated in this Agreement by this reference and made part of this Agreement.

II. CITY OBLIGATIONS:

- A. The City of Rockford will be lead Project Manager for the CAD/RMS project. As such, the City has responsibility and authority for managing the project schedule, scope, cost, and quality.

- B. The City of Rockford agrees to finance the full CAD/RMS project for ETSB and all participating LEAs, provided all agencies sign agency-specific IGA and agree to payment amounts and payment schedules.
- C. The City of Rockford will invoice the County for its share of the project (Schedule A).
- D. The City of Rockford will procure through its Central Services Division the supporting infrastructure hardware and software for primary and Disaster Recovery (DR) sites, including:
 - 1. Servers
 - 2. Storage
 - 3. Network
 - 4. Server operating systems
 - 5. Virtualization Software
 - 6. Database Software
 - 7. Backup system
- E. The City of Rockford will install and configure project-specific server infrastructure.
- F. The City will adjust the County's cost allocation based on the documented actual final cost of the project.
- G. The City will pay County for implementing interfaces in Section III, Paragraph B at a rate of \$69 / hr.
- H. The City will pay County for maintaining interfaces in Section III, Paragraph B at a rate of \$69 / hr.

III. COUNTY OBLIGATIONS:

- A. Winnebago County will assign qualified personnel to the project to assist in technical decisions and implementation support.
- B. Winnebago County will be responsible for implementing and maintaining the following system interfaces in collaboration with vendor. The County will track and invoice actual hours for this work.
 - 1. digiTICKET e-citation Interface
 - 2. Justice Systems Full Case Interface
 - 3. Justice Systems Import Disposition Information
 - 4. Justice Systems Import Warrant Information
 - 5. OffendorTrak Mugshot System Interface
 - 6. RMS Accident XML Export to Shared Folder
 - 7. RMS Light Conversion (Active Cases, Warrants, Protective Orders)

- C. Winnebago County is responsible for training and support of WCSO staff. Vendor will utilize a "train the trainer" model.
- D. Winnebago County agrees to implement RMS system as a NIBRS-only UCR system.
- E. Winnebago County is responsible for all endpoint hardware required to run the system and provide location information to the PSAP including, but not limited to, PCs, in-squad computers, wireless service, GPS hardware, printers, and VPN software.
- F. Winnebago County agrees to pay its project cost allocation (Schedule A).

IV. CLAIMS

In the event of a claim, loss, or damage to persons or property arising of the activities of the parties, their representatives, elected and appointed officials, agents, employees or contractors pursuant to this Agreement, each of the parties hereto shall fully indemnify and hold the other party, their representatives, elected and appointed officials, agents, employees or contractors harmless from said claim, loss, or damage occurring by reason of the negligent act(s) or omission(s) or willful misconduct of the indemnifying party, its representatives, elected and appointed officials, agents, employees or contractors. No party, nor its representatives, elected and appointed officials, agents, employees or contractors shall be responsible for any claim, loss, damage or liability occurring by reason of the negligent act(s) or omission(s) or willful misconduct of the other party hereto, their representatives, elected and appointed officials, agents, employees or contractors under or in connection with or arising out of any work, authority or jurisdiction delegated to such other party under this Agreement.

V. OBLIGATIONS OF THE CITY AND COUNTY

The County and City shall each take appropriate action, by adoption and passage of the requisite resolutions and ordinances or otherwise to fully implement each and all provisions of this Agreement.

VI. TERM, ANNUAL EVALUATION AND TERMINATION

The initial term of this agreement shall be 10 years from the date of execution by the parties. On an annual basis, the parties shall review the provisions of this Agreement. Subject to the conditions in the following paragraphs, either party may terminate this Agreement by providing twelve months written notice to the other party.

If Subscriber wishes to terminate this agreement within the first five years, the balance of the full purchase price as calculated by the City of Rockford will become immediately due and payable to the City of Rockford. Any previously paid annual installments of the purchase will be credited to

the full purchase price. In addition, the maintenance cost incurred up to the termination date as calculated by the City of Rockford become immediately due and payable to the City of Rockford. Any previously paid annual installments of the maintenance will be credited to the maintenance price.

If Subscriber wishes to terminate this agreement after the first five years, the maintenance cost incurred up to the termination date as calculated by the City of Rockford become immediately due and payable to the City of Rockford. Any previously paid annual installments of the maintenance will be credited to the maintenance price.

VII. REPEALER

All resolutions or ordinances or parts of resolutions or ordinances of the parties in conflict herewith shall be and the same are hereby repealed.

VIII. SEVERABILITY

If any provision of this Agreement is invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provisions; and, to this end, the provisions of this Agreement are to be severable.

SCHEDULE A

The City will commence quarterly invoicing twelve months after contract is executed with Vendor (TriTech), estimated to be October, 2018.

The City will provide notice to Winnebago County on the terms of financing as soon as available. The City will not charge any additional interest beyond what is charged through the financing mechanism.

Estimated annual cost schedule (without optional modules or conversion):

Year	1	2	3	4	5	6	7	8	9	10
Purchase	\$115,574	\$115,574	\$115,574	\$115,574	\$115,574					
Maintenance	\$71,359	\$74,927	\$78,673	\$82,607	\$86,737	\$91,074	\$95,628	\$100,409	\$105,430	\$110,701
Hardware Refresh						\$36,598	\$36,598	\$36,598	\$36,598	\$36,598
High Total	\$186,933	\$190,501	\$194,247	\$198,181	\$202,311	\$127,672	\$132,226	\$137,007	\$142,028	\$147,299

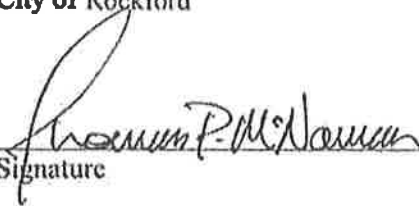
Winnebago County


Signature

Frank King
Printed

11/20/2018
Date

City of Rockford


Signature

Thomas P. McNamara, Mayor
Printed

November 20, 2018
Date

