

**INTERGOVERNMENTAL AGREEMENT FOR THE OPERATION AND FUNDING OF AN INTEGRATED COMPUTER AIDED DISPATCH (CAD) AND MOBILE SYSTEMS**

THIS AGREEMENT made this \_\_\_\_\_ day of October, 2018 by and between the Winnebago County Emergency Telephone System Board, an Illinois unit of county government, (hereinafter referred to as "ETSB) and 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 Winnebago County Emergency Telephone System Board is a unit of county government formed under the authority of the Illinois Emergency Telephone System Act, 50 ILCS 750/1 *et. seq.* to oversee the implementation and operation of a 9-1-1 emergency telephone system in Winnebago County

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 Computer Aided Dispatch (CAD) and Mobile systems

WHEREAS, the parties collaboratively selected and agreed upon the CAD / Mobile 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 ETSB's allocation of the total project costs.

WHEREAS, the ETSB wishes to implement the following (See Schedule B for full listing of components):

- CAD and CAD Mapping (Up to 23 Positions)
- Mobile and Mobile Mapping (329 Clients)

WHEREAS the City will lead the project implementation with support from 911 Staff.

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 and Mobile 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/Mobile project for ETSB provided ETSB agrees to payment amounts and payment schedules as defined by the City.
- C. The City of Rockford will invoice the ETSB 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 and 911 Staff will install and configure project-specific server infrastructure.
- F. The City will adjust the ETSB's cost allocation based on the documented actual final cost of the project.

### III. ETSB OBLIGATIONS:

- A. The ETSB will assign qualified personnel to the project to assist in technical decisions and implementation support as requested by the Project Manager.
- B. The ETSB agrees to pay its project cost allocation within 60 days of receipt of the City's invoice. (Schedule A). The Parties agree that the costs detailed in Schedule A may change depending on project scope and the number of software licenses used by the ETSB. Revisions to Schedule A shall be agreed upon by the City and the ETSB and a revised Schedule A shall be attached to this Agreement.
- C. The ETSB shall designate to the City those ETSB member agencies who will participate in the CAD/MOBILE project.

### IV. CLAIMS

In the event of a claim, loss, or damage to persons or property arising out of the activities of the parties, their agents, employees or contractors pursuant to this Agreement, the parties shall confer on the proper conduct of the defense or settlement of such claim. Any costs of defense of a claim, settlement of a claim mutually agreed to by the parties, or judgment entered against either or both parties as a result of a claim shall be shared equally by the parties.

### V. OBLIGATIONS OF THE CITY AND ETSB

The ETSB 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 and as set out in the attached Schedule A will become immediately due and payable to the City of Rockford. Any previously paid annual

installments of the purchase price 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 and as set out in the attached Schedule A will become immediately due and payable to the City of Rockford. Any previously paid annual installments of the maintenance costs 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 and as set out in the attached Schedule A will become immediately due and payable to the City of Rockford. Any previously paid annual installments of the maintenance costs 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.

Winnebago County ETSB

City of Rockford

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Signature

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Signature

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Printed

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Printed

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Date

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Date



## SCHEDULE A

The City will commence quarterly invoicing ETSB twelve (12) months after contract is executed by the City with Vendor (TriTech), estimated to be November, 2018.

The City will provide notice to the ETSB 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.

Below cost schedule to the ETSB is based on current project scope and software licenses listed in Schedule B. Changes to project scope or software licenses may result in changes to the ETSB cost schedule. The parties agree that **SCHEDULE A** shall be updated as changes in project scope and software licenses occur. A revised **SCHEDULE A** shall be attached to this Agreement as may be required.

Year	1	2	3	4	5	6	7	8	9	10
CAD Purchase	\$288,410	\$288,410	\$288,410	\$288,410	\$288,410					
CAD Maintenance	\$104,258	\$109,471	\$114,944	\$120,692	\$126,726	\$133,063	\$139,716	\$146,701	\$154,037	\$161,738
Hardware Refresh						\$31,893	\$31,893	\$31,893	\$31,893	\$31,893
<b>CAD Total</b>	<b>\$392,668</b>	<b>\$397,881</b>	<b>\$403,354</b>	<b>\$409,102</b>	<b>\$415,136</b>	<b>\$164,956</b>	<b>\$171,609</b>	<b>\$178,594</b>	<b>\$185,929</b>	<b>\$193,631</b>
Mobile Purchase	\$168,873	\$168,873	\$168,873	\$168,873	\$168,873					
Mobile Maintenance	\$104,104	\$109,309	\$114,775	\$120,513	\$126,539	\$132,866	\$139,509	\$146,485	\$153,809	\$161,499
Hardware Refresh						\$11,627	\$11,627	\$11,627	\$11,627	\$11,627
<b>Mobile Total</b>	<b>\$272,977</b>	<b>\$278,182</b>	<b>\$283,648</b>	<b>\$289,386</b>	<b>\$295,412</b>	<b>\$144,493</b>	<b>\$151,137</b>	<b>\$158,112</b>	<b>\$165,436</b>	<b>\$173,127</b>
<b>Total</b>	<b>\$665,645</b>	<b>\$676,063</b>	<b>\$687,002</b>	<b>\$698,488</b>	<b>\$710,548</b>	<b>\$309,449</b>	<b>\$322,745</b>	<b>\$336,706</b>	<b>\$351,366</b>	<b>\$366,758</b>

## SCHEDULE B

<b>CAD</b>	<b>Qty</b>
Inform CAD Browser (A - 1-40 Concurrent Users)	1
Inform CAD Disaster Recovery System	1
Inform CAD Mapping	23
Inform CAD Mapping Test or Training	6
Inform CAD Position	23
Inform CAD Protocol	1
Inform CAD Rotation Provider	1
Inform CAD Routing Server	1
Inform CAD Server Software (C - 21-40 Positions)	1
Inform CAD Test or Training System	2
Inform CAD the Archive Server Software	1
Inform CAD The GISLink Utility Position	1
Inform CAD to TriTech System Incident Data Transfer Interface	1
NCIC/State Query Position for Inform CAD	23
Standard Alpha Numeric Paging Interface	1
Standard ANI/ALI Interface	1
Standard Inform CAD to External System Incident Data Transfer Interface	2
Standard Station Alert Interface	1
TriTech Message Switch	1
TriTech Message Switch Additional Provider	3
TriTech Message Switch Query Builder	1

<b>Mobile</b>	<b>Qty</b>
Inform Mobile Base Position	79
Inform Mobile Base Position with CJIS/NCIC Forms	250
Inform Mobile Disaster Recovery System	1
Inform Mobile Mapping	329
Inform Mobile Mapping Test or Training	1
Inform Mobile Server Software (C - 101-250 Positions)	1
Inform Mobile Test or Training System	2





*Glenn Trommels, IT Director*

October 15, 2019

Chief Derek Bergsten  
ETSB  
204 S. First St.  
Rockford, IL 61104

Dear Derek Bergsten,

Please find attached 2019 invoice for the CAD project. The 2019 invoice includes only the purchase price. Maintenance is not being invoiced for 2019 since the vendor, CentralSquare, does not charge maintenance during project implementation.

Also attached for your reference is a copy of the IGA for the CAD project.

Please let me know if you have any questions.

Sincerely,

Glenn Trommels  
Information Technology Director  
City of Rockford

Enclosures (2)

