

Intergovernmental Agreement for Utilization

Of the VisionRMS/VisionMOBILE/VisionFBR/VisionCAD Software and Associated Servers

This Agreement is entered into by and between the County of Lake, a body politic and corporate (the "COUNTY"), the Village of Fox Lake Police Department (the "VOFLPD"), and the Lake County Sheriff (the "SHERIFF").

WHEREAS, the COUNTY has implemented the Lake County Integrated Justice System (the "SYSTEM") which operates in part via software developed, maintained and licensed by the vendor VisionAir, Inc. – A TriTech Company;

WHEREAS, the SYSTEM includes such applications as VisionRMS (Records Management System), VisionMobile (Mobile Data Terminals), VisionCAD (Computer Aided Dispatch), NetMotion (Mobile VPN Solution) and VisionFBR (Field Based Reporting) (the "APPLICATIONS");

WHEREAS, the SHERIFF is a participating user of the SYSTEM and its APPLICATIONS;

WHEREAS, the SHERIFF and the COUNTY encourage increased use of the SYSTEM and its APPLICATIONS by appropriate, affiliated, outside law enforcement agencies and organizations;

WHEREAS, the VOFLPD would like to be permitted access to certain data through the SYSTEM and its APPLICATIONS operated via VisionAir software; and

WHEREAS, the COUNTY and VOFLPD are authorized by the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., to enter into intergovernmental agreements, ventures and undertakings, to perform jointly any governmental purpose, or undertaking, either of them could perform singularly and by Article VII, Section 10 of the Illinois Constitution to contract amongst themselves and with individuals in any manner not prohibited by law;

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties agree that the VOFLPD shall be allowed to access and utilize the APPLICATIONS of the SYSTEM through the use of the VisionAir software subject to the following terms and conditions:

RESPONSIBILITIES OF THE COUNTY AND THE SHERIFF

1. The COUNTY and the SHERIFF shall be responsible for the following:
 - Loading and installing all server software related to the APPLICATIONS.

- Providing data backups of all of the data residing on the servers owned by the COUNTY.
- Providing maintenance, patches and upgrades to the software and hardware owned by the COUNTY and SHERIFF related to this Agreement.
- Providing disaster recovery planning for the servers and data owned by the COUNTY and for the COUNTY computer network.
- Purchasing of the COUNTY's own server licenses and server hardware.
- Maintaining of the COUNTY's own server licenses.
- Ensuring the security of the data stored on the COUNTY's servers.
- Retaining the data on the SYSTEM as provided by current COUNTY policy.

RESPONSIBILITIES OF VOFLPD

2. The VOFLPD shall be responsible for the following:

- Purchasing its own licenses, hardware and software as it relates to the client version of the APPLICATION software.
- Maintaining its licenses and software in order to continue access to the SYSTEM and its APPLICATIONS.
- Covering on-going costs of any connectivity, hardware and software required to access the COUNTY network.
- Providing verification and testing, in coordination with the COUNTY, on patches, releases and hot fixes on VOFLPD computers connected to the COUNTY network.
- Providing to the COUNTY the VOFLPD's local network, infrastructure and performance specifications and assisting the COUNTY with implementation and configuration in order for VOFLPD to access the COUNTY network.
- Working continuously with the COUNTY on all connectivity issues and requirements needed for VOFLPD's access to the COUNTY network.
- Meeting all federal, state and local security requirements on the VOFLPD's network as it relates to data access as well as assuring all personnel accessing the VOFLPD's and COUNTY network meet all federal, state and local security requirements
- Adhering to all COUNTY standard software and hardware specifications.
- Providing up-to-date installation and maintenance of virus software on all computers that will be used to access the COUNTY network.
- Maintaining COUNTY-designated firewall requirements for connecting to the COUNTY network.
- Upon execution of this agreement and on the same day of each subsequent year that this agreement is in effect, VOFLPD will pay to the COUNTY, the amount of \$500.00, for the use and maintenance of the SYSTEM. This amount may be

reviewed annually and adjusted accordingly as deemed by COUNTY or SHERIFF with sixty (60) days notice to VOFLPD of any adjustment. Annual adjustment not to exceed 20%.

- Funds shall be made payable to County of Lake and forwarded to the following:
 - Lake County Sheriff's Office
 - Attention: Business Office
 - 25 S. Martin Luther King Jr. Ave
 - Waukegan, IL 60085

ACCESS, DATA AND EQUIPMENT

3. Both parties acknowledge the following:
 - a. The VOFLPD shall have no direct programming access, no right or ability to modify the COUNTY's utilities or vendor software and shall have no SYSTEM administration authority with respect to the COUNTY. VOFLPD shall have the authority and ability to control, access and modify its own utilities and vendor software and shall have SYSTEM administration with respect to its own data.
 - b. The VOFLPD shall have no right to work on, install, or have installed any software, programs or the like on the hardware operating the SYSTEM and its APPLICATIONS.
 - c. The VOFLPD agrees not to add, change or delete any data added to the SYSTEM by the COUNTY.
 - d. The accuracy of data stored on the SYSTEM is not guaranteed by the COUNTY or SHERIFF.
 - e. The data on the SYSTEM shall be backed up every 24 hours. The COUNTY shall not be responsible for any data loss on the SYSTEM during the time between the 24-hour backup period.
 - f. The COUNTY shall not be responsible for data backups of any data or APPLICATIONS on VOFLPD's laptops or desktops.
 - g. The COUNTY shall not be responsible for data proofing and cleansing of the VOFLPD's data entered into the SYSTEM.
 - h. The COUNTY shall not be responsible for hardware or operating system problems that occur on VOFLPD-owned equipment.
 - i. The VOFLPD is responsible for contacting VisionAir if it experiences any problems in the operation of the APPLICATIONS.
 - j. The VOFLPD is responsible for contacting the Information Tech Coordinator, Lake County Sheriff's Office, if it experiences any problems it believes involves the server or other components maintained by the COUNTY or SHERIFF.

- k. The COUNTY shall not be responsible for software problems or issues that are not directly related to the use or access to the SYSTEM or APPLICATIONS.
- l. The COUNTY shall not be responsible for disaster recovery planning for the VOFLPD's hardware or software.
- m. VOFLPD will designate an individual to serve as liaison with the COUNTY and advise the COUNTY of any other individuals eligible to have access to VOFLPD data from the SYSTEM.
- n. VOFLPD SYSTEM users must complete basic training on use of the APPLICATIONS. Such training to be provided at the sole expense of VOFLPD.
- o. The COUNTY and the SHERIFF shall retain exclusive rights and authority to program, modify, upgrade, administer and/or otherwise alter the APPLICATIONS/SYSTEM. The COUNTY shall provide reasonable prior notice to the VOFLPD of modifications, upgrades, or alterations to the APPLICATIONS and the SYSTEM that are likely to impact the VOFLPD's access. If VOFLPD wishes to request an enhancement or change to the software or hardware in connection with the SYSTEM or APPLICATIONS governed by this Agreement, the request must be submitted to the COUNTY in writing. The COUNTY does not guarantee or agree that any such request will be effected, but will give it consideration and will respond within 60 days as to whether the COUNTY will support the request for an enhancement or change. Some requests may be dependent upon funding and final approval by the applicable COUNTY committee or the COUNTY Board and may also be dependent on vendor ability with scheduling and resources.

INDEMNIFICATION

- 4. The COUNTY and VOFLPD (each an "Indemnifying Party") each shall defend, indemnify and hold harmless the other and their representatives, agents, contractors and employees ("Indemnified Parties") from and against any claims, demands, causes of action, expenses, damages, losses, costs, fees, royalties, or penalties (including reasonable attorneys' fees) (collectively, "Claim(s)") to the extent any such Claim arises out of: (a) any allegation that data included on the SYSTEM of the Indemnifying Party infringes any personal or proprietary right of any third party; (b) any actual or alleged loss, damage to or destruction of tangible property and/or illness, injury or death to any person, including but not limited to employees or invitees of the Indemnified Parties, arising out of the gross negligence or willful misconduct of the Indemnifying Party, or any of its other obligations under this Agreement; and (iii) any and all claims by or on behalf of the Indemnifying Party's subcontractors, materialmen, suppliers, employees or agents. The Indemnifying Party may conduct the defense in any such third party action arising as described herein through counsel selected and paid for by the Indemnifying Party. If the County is the Indemnified Party, counsel selected will be subject to approval by the Lake County State's Attorney whose approval will not be unreasonably withheld.

In conducting such defense, counsel paid for by the Indemnifying Party shall consult with the Indemnified Parties concerning the strategy for such defense. The Indemnified Parties agree to fully cooperate with such defense. In the event that an Indemnified Party does not agree with the strategy to be used in the defense by counsel paid for by the Indemnifying Party, then the Indemnified Party may take over its defense at its own cost.

TERMINATION OF AGREEMENT

5. The term of this Agreement shall be for 2 years from the date of signing, provided, however, that:
 - i. either party shall have an absolute right to terminate this Agreement, with cause, upon thirty (30) days written notice to the other. An opportunity to cure shall exist, provided however, that process shall not exceed 60 days post written notice.
 - ii. VOFLPD may terminate this Agreement immediately if it determines that an actual or pending modification, upgrade or alteration of an APPLICATION or the SYSTEM will have a significant adverse effect on its ability to protect public safety.

Unless terminated as set forth herein, the term of this Agreement shall automatically renew for an additional 2 year period at the end of its then effective 2 year term.

6. In the event of termination, VOFLPD reserves the right to export or remove their data from the APPLICATION database but the cost of such extraction or removal must be born by VOFLPD and conducted by the vendor, VisionAIR.

NOTICE

7. The VOFLPD may accept the terms and conditions of this Agreement only by Resolution or Ordinance duly adopted by its legally recognized governing body or board.

All notices required herein shall be in writing, signed by or on behalf of the PARTY giving or making such notice, and shall be sent by certified mail, postage prepaid return receipt requested, to the following addresses:

To COUNTY: County Administrator
18 N. County Street, 9th Floor
Waukegan, Illinois 60085

To SHERIFF: Lake County Sheriff's Office
Information Technology Coordinator
25 S. Martin Luther King Jr. Ave
Waukegan, Illinois 60085

To VOFLPD: Chief Michael F Behan
City of Fox Lake Police Department
301 S. Route 59
Fox Lake, IL 60020

MISCELLANEOUS TERMS

8. The foregoing constitutes the entire Agreement between the parties related to the subject matter hereof.
9. This Agreement may be amended by mutual written agreement, approved and executed with the same formality with which this Agreement was initially approved and executed.

IN WITNESS WHEREOF, the County of Lake by a Resolution duly adopted by the County Board of Lake County causes this Agreement to be signed by its Chairman and attested to by its Clerk, the Village of Fox Lake, by Resolution or Ordinance of its Board of Trustees, and the Lake County Sheriff cause this Agreement to be executed and attested to by the appropriate officials, all on the day and year hereafter written.

COUNTY OF LAKE

By: _____
Chairman, Lake County Board

ATTEST:

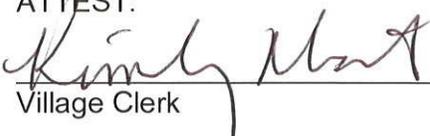
County Clerk

VILLAGE OF FOX LAKE

By: 

Mayor

ATTEST:



Village Clerk