

**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 [Village of Gurnee], 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

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:

$$(\$172,748 \div 650) \times [\# \text{ of Municipality Users, e.g. } 50] \div 2 \times 1.1 = \$7,309$$

- 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



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 \_\_\_\_\_

Date: \_\_\_\_\_

**Municipality**



By its *Village President - Thomas B. Heald*

Date: *6/6/22*

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



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

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

**Tyler Software**

Description
Law Enforcement Records Management System
New World Enterprise Law Enforcement Records
Case Management
Dynamic Reporting
Field Interviews
Impounded Vehicles
Investigations
Orders of Protection
Registered Offenders
Training
Wants and Warrants
Bookings
Briefing Notes
Equipment and Inventory
Gangs
Narcotics
Scheduling
Tyler Content Manager (TCM)
Livescan Interface (LERMS)
Ticket Writer Interface
Citizen Reporting Interface

LINX Interface  
NCIC Interface  
Use of Force

**Corrections Management System**

Tyler Corrections Software  
Mugshots  
Jail Data Export Enterprise  
Biometric (Hyperpliance) - per thread  
Livescan Interface  
Tyler Corrections NCIC Interface  
Jail Manager Integration Toolkit  
VINE Interface

**Mobile**

Field Based Reporting Site License

**Other Software**

Law Enforcement Records Management Data Mart / Includes 2 users  
Workstation License

**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)

**Softcode**

Softcode CivilServe Civil Process System ( 5 )  
Softcode CivilMobile Client License (access from the field) ( 5 )

**Annual/SaaS**

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**CONFIDENTIAL**

**Description**

Socrata Law Enforcement Analytics (includes Crime Trending, Geo-Analytics and Citizen Connect)  
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 Crash Training Package

Crash Report - Set Up and Config (Site Services)  
 Set Up Fees - Third Party Hardware (Site Services - Existing printers only)  
 Development of Custom Workflow and Business Process for Correction Citation Forms  
 eCitation - Set Up and Config (Site Services)  
 Brazos Set-Up & Configuration - HANDHELD  
 Socrata Advanced Implementation Services  
 Softcode Business Analysis and Process Planning  
 Softcode Configuration and Deployment  
 Softcode Personalization & Report Customization  
 Softcode Project Management  
 Softcode Site Visit  
 Softcode Training  
 Tyler Corrections Setup, Configuration and Consulting  
 Tyler Corrections Current and Future State Analysis  
 Tyler Corrections Go-Live Assistance  
 Tyler Corrections Follow-up Training  
 Tyler Corrections Integration and Interface Modifications and Consulting  
 Tyler Corrections Deployment  
 Tyler Corrections Other Services  
 Conversion (Premium + Property, incl. Bonds w/Bond Financials)  
 Tyler Corrections NCIC Interface  
 Conversions  
 Enterprise Law Enforcement Records Additional Modules

**Third Party Hardware, Software and Services**

Description
23844-00-00R / Zebra EVM, US AC Line Cord, grounded
CBL-DC-382A1-01 / Zebra EVM, TC7X, MC67, US DC Line
Cord, Multi-Slot CRD
CRD-TC7X-SE5EU1-01 / Zebra EVM, TC7X, 5 Bay Ethernet
Cradle
Embedded Third Party Software
Geo-File Maintenance Software (ArcGIS for Desktop Standard) /
per Workstation
PWR-BGA12V108W0WW / Zebra EVM, TC7X, Power Supply,
Multi-Slot CRD
Red Hat Enterprise Linux Server (3-year subscription)
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Z1AE-TC77XX-5C00 / Zebra EVM, Warranty, TC77, 5 year  
 Zebra EVM, HH, TC77, supports GSM + Verizon  
 (TC77HL-5ME24BG-FT)

	One Time Fees	Recurring Fees
Total Tyler Software	\$1,297,750	\$346,627
Total Annual Fees		\$75,981
Total Tyler Services	\$1,395,559	
Total Other Costs	\$0	
Total Third Party Hardware, Software and Services	\$23,808	\$3,728
Travel and Living Expenses	\$114,632	
<b>Summary Total</b>	<b>\$2,831,749</b>	<b>\$426,336</b>

**Detailed Breakdown of Conversions (Included in Summary Total)**

Description
<b>Law Enforcement Records Management System</b>
Law Enforcement Records Management Conversion (One Source) Including: Cases; Incidents for Cases; Arrests; Tickets; and Warrants
Custom Alerts Conversion
Law Enforcement External Documents
Law Enforcement Records Management Conversion (Additional Source(s))
<b>Data File Conversion</b>
Custom Alerts Conversion - Additional Source(s)
Law Enforcement External Documents - Additional Sources
Data Conversion Analysis and Assessment
Base Conversion (One Source); Master Files including Master Name (Jackets); Addresses; and Narratives / Includes one source of data. Does not include everything the Name is linked to (e.g. tickets, arrests, etc.)
Address Re-Verification
Base Data File Conversion (Additional Source(s))

**Optional Annual/SaaS**

**Description**

Tyler Misc Annual Fee

**Optional Services**

**Description**

- Conversion (Core + Property + Bonds w/Bond Financials)
- Conversion (Core Plus + Property + Bonds w/Bond Financials)
- Conversion (Property + Bonds w/Bond Financials Only)
- Conversion (Property Only)
- Conversion (Bonds w/Bond Financials Only)

**Optional Third Party Hardware, Software and Services**

**Description**

- Digital Camera for Mug Shots
- L-TRON 2D Bar Code Imager
- Bar Coding Scanner Kit w/Signature Pad

**Optional Detailed Breakdown of Conversions (Included in Contract Total)**

**Description**

**Data File Conversion**

- Law Enforcement Records Management Conversion (Additional Source(s))
- Base Data File Conversion (Additional Source(s))



## 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 original 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**  
Pricing

[Taken from Tyler RMS 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)

For more information, visit [www.tylertechnologies.com](http://www.tylertechnologies.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)
- Additional Brazos Tasks - \$4,063 per task, \$1,000 one-time PM fee
- 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: <ul style="list-style-type: none"> <li>• Base Conversion for master files</li> <li>• RMS Conversion for incidents, cases, arrests, tickets, and warrants)</li> <li>• Custom Alerts</li> <li>• External Documents</li> </ul> The following modules can be added at \$3,750 (unless noted otherwise): <ul style="list-style-type: none"> <li>• 911 Contact Cards</li> <li>• Alarm Permits and related false alarm transactions.</li> <li>• Career Criminal Registry</li> <li>• Custom Alerts</li> <li>• External Documents</li> <li>• Field Investigations</li> <li>• Mug Shots to RMS</li> <li>• Personnel Equipment Inventory</li> <li>• Personnel Training</li> <li>• State Accident Report Information (\$10,000)</li> <li>• Vehicle Impound</li> <li>• Gun Permits</li> <li>• Orders of Protection</li> <li>• Pawn Shop Transactions</li> <li>• Stop Data</li> </ul> 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
<b>Note: Price may be lower if CAD and RMS data are coming from the same source</b>	



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## **Exhibit J**

### **Pricing to Join the Lake County Consortium**

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  - 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.

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- 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)

- 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)
- Additional Brazos Tasks - \$4,063 per task, \$1,000 one-time PM fee
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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	



For more information, visit [www.tylertech.com](http://www.tylertech.com)

**Exhibit C**  
**Invoice Sample**

<b>Invoice Sample</b>	<b># of Users</b>
Sheriff	
Entity 1	
Entity 2	
Entity 3	
Entity X	
<b>TOTAL USERS:</b>	
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%:	



**VILLAGE OF GURNEE**

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2022 - 36

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN  
INTERGOVERNMENTAL AGREEMENT FOR THE COLLABORATIVE USE OF THE  
LAKE COUNTY LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM**

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ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES

OF THE

VILLAGE OF GURNEE, ILLINOIS

ON

June 6, 2022

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Published in pamphlet form by authority of the Village Board of the  
Village of Gurnee, Lake County, Illinois,  
This 7<sup>th</sup> day of June 2022.

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THOMAS B. HOOD	President	JEANNE BALMES	Trustee
ANDY HARRIS	Clerk	GREG GARNER	Trustee
BRYAN WINTER	Attorney	QUIN O'BRIEN	Trustee
		CHERYL G. ROSS	Trustee
		KAREN THORSTENSON	Trustee
		KEVIN WOODSIDE	Trustee





**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT FOR THE COLLABORATIVE USE OF THE LAKE COUNTY LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM**

**WHEREAS**, the Village of Gurnee (hereinafter "Village") is a municipal corporation operating under the laws of the State of Illinois, in Lake County, Illinois; and,

**WHEREAS**, Lake County (hereinafter the "COUNTY") is a duly organized and existing governmental entity pursuant to the Illinois Counties Code (55 ILCS 5/1 *et. seq.*); and,

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et. seq.*, (the "Act") authorizes units of local government to exercise jointly with any public agency of the State including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contract for the performance of governmental services, activities or undertakings; 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, 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.

**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." This Agreement relates only to the Records and Field Reporting components of the Sheriff-Tyler contract

**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 below.

**WHEREAS**, the Village President and Board of Trustees of the Village of Gurnee have determined that it is in the best interests of the Village and its residents to approve the Intergovernmental Agreement for the Collaborative Use of the Lake County Law Enforcement Records Management System.

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF GURNEE, LAKE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:**

**SECTION I:** The above recitals are incorporated into this Ordinance and shall have the same force and effect as though fully set forth herein.

**SECTION II:** The President and Board of Trustees hereby approve the Intergovernmental Agreement for the Collaborative Use of the Lake County Law Enforcement Records Management



System, a copy of which is attached hereto and marked as Exhibit A and authorize the Village President or Village Administrator to execute the Agreement.

**SECTION III:** Nothing in this Ordinance shall be construed to affect any suit or proceedings pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action arising, acquired or existing under any act or ordinance or portion thereof hereby repealed or amended by this ordinance; nor shall any just or legal right, claim, penalty or remedy of any character of the corporate authority existing on the effective date hereof by lost, impaired or affected by this Ordinance.


**SECTION VI:** If any provision, clause, sentence, paragraph, section, or part of this ordinance or application thereof to any person, firm, corporation, public agency or circumstance, shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this ordinance and the application of such provision to other persons, firms, corporation, or circumstances, but shall be confined in its operation to the provision, clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person, firm, corporation, or circumstances involved. It is hereby declared to be the legislative intent of the corporate authorities that this ordinance would have been adopted had such unconstitutional or invalid provision, clause, sentence, paragraph, section, or part thereof not been included.

**SECTION V:** That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

Passed this 6<sup>th</sup> day of June 2022

	Ayes:	Nays:	Absent/Abstain:
Jeanne E. Balmes	<u>  x  </u>	<u>          </u>	<u>          </u>
Greg Garner	<u>  x  </u>	<u>          </u>	<u>          </u>
Quin O'Brien	<u>  x  </u>	<u>          </u>	<u>          </u>
Cheryl G. Ross	<u>  x  </u>	<u>          </u>	<u>          </u>
Karen Thorstenson	<u>  x  </u>	<u>          </u>	<u>          </u>
Kevin Woodside	<u>  x  </u>	<u>          </u>	<u>          </u>

**APPROVED:**

By:  Date: 6/6/22  
THOMAS B. HOOD, Village President

**ATTEST:** Andy Harris

By:   
ANDY HARRIS, Village Clerk



Presented and read, or reading having been waived, at a duly convened meeting of the Corporate Authorities on June 6, 2022.

I hereby certify that the above ordinance was published in pamphlet form on the 7<sup>th</sup> day of June 2022, as provided by law.

*Andy Harris by*

*Donald Dalls, Deputy Clerk*  
\_\_\_\_\_

ANDY HARRIS, Village Clerk



STATE OF ILLINOIS     )  
                                  ) **SS.**  
COUNTY OF LAKE       )

**CERTIFICATE**

I, ANDY HARRIS, certify that I am the duly elected and acting municipal clerk of the Village of Gurnee, Lake County, Illinois.

I certify that on the 6<sup>th</sup> day of May 2022, the Corporate Authorities of such municipality passed and approved Ordinance 2022 - 36, entitled, "**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT FOR THE COLLABORATIVE USE OF THE LAKE COUNTY LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM**" which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2022 - 36, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on the 7<sup>th</sup> day of June 2022, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at Gurnee, Illinois, this 7<sup>th</sup> day of June 2022.

*Andy Harris by*

*Donna K. Dals, Deputy Clerk*  
\_\_\_\_\_  
ANDY HARRIS, Village Clerk

