

**INTERGOVERNMENTAL AGREEMENT FOR
LAND MANAGEMENT SYSTEM ACCESS AND CONFIGURATION
FOR THE VILLAGE OF HAINESVILLE, ILLINOIS**

WHEREAS, both the COUNTY and the VILLAGE are governmental agencies of the State of Illinois vested with the responsibility and authority to enforce and uphold building, and safety codes and other related services in their respective jurisdictions and obtain the resources necessary to accomplish these tasks; and

WHEREAS, the COUNTY has a land management system that tracks permits and inspections; and

WHEREAS, the VILLAGE has determined that there presently exists a need for a new land management system to track permits and inspections within the VILLAGE; and

WHEREAS, both the COUNTY and the VILLAGE are authorized by the terms and provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/5, to enter into intergovernmental agreements, ventures, and undertakings to perform jointly any governmental purpose or undertaking either of them could do singularly; and

WHEREAS, the VILLAGE is desirous of contracting with the COUNTY to obtain access to and use the COUNTY'S hosted land management system and agrees to pay for any service so the COUNTY that are incurred under this Agreement; and

WHEREAS, the COUNTY hereby represents and warrants to the VILLAGE that the COUNTY has the ability to configure, has available licenses to the system, and can and is willing to provide the VILLAGE access to the land management system through the COUNTY's agreement with Tyler Technologies.

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties hereby agree and covenant as follows:

Section 1. – The VILLAGE'S license to use the COUNTY'S Land Management System

1. The COUNTY will provide the VILLAGE access to its land management system, Tyler Energov. The Tyler Energov System consists of a computer-based system that tracks and manages permitting, code enforcement and inspections. Customer access to and use of the Tyler Energov System customer self-service portal will be as determined by the VILLAGE.
2. The designated parties to this agreement will agree on the number and type of licenses that the VILLAGE will require to perform its business, which access will be paid as set forth in Section III.
3. The COUNTY will configure all VILLAGE users with access rights to the COUNTY'S land management system.
4. The VILLAGE agrees that all assigned VILLAGE users will have separate login credentials. All VILLAGE users shall keep logins and passwords confidential.

Sharing of logins/licenses is not permitted.

5. The COUNTY and VILLAGE will agree on the configuration and setup of the System in preparation for the VILLAGE'S use of the System. The COUNTY, in partnership with Tyler representatives, will configure the System at no cost to the VILLAGE. The COUNTY will remain the sole system administrator for the land management system.
6. This Agreement is only for access to the Tyler Energov System. No data conversion of the VILLAGE'S historical data is provide with this system configuration and access authorization.
7. The VILLAGE staff will be accessing and using the COUNTY'S Tyler Energov System. Restrictions will be placed such that the VILLAGE users will not be able to access, view, or edit any of the COUNTY'S data or records. Any attempt of a VILLAGE user to access, view, or edit COUNTY data will be grounds for immediate termination of this Agreement and all VILLAGE user credentials.
8. The VILLAGE will only contact the COUNTY identified representative with any support issues. The VILLAGE will not contact Tyler Technologies directly.
9. The VILLAGE will acquire all necessary equipment and technology to use the Tyler Energov System within its offices. This includes but is not limited to: computers and related equipment, iPads, internet, and network connections.
10. The COUNTY will provide the VILLAGE training on the use of the Tyler Energov System for existing staff and any new staff when requested by the VILLAGE.
11. Online permitted and requests will be provided in conjunction with the COUNTY'S current online portal website. A separate web portal will not be created specifically for the VILLAGE for its applications.
12. The COUNTY will create custom automated documents that are related for the permitting operations of the VILLAGE. Such automated documents include: a permit card, permit letter, and inspection report.
13. The COUNTY agrees to provide to the VILLAGE the most recent version of the Tyler Energov System as is available and used by the COUNTY.
14. The Tyler Energov System shall be configured to allow the VILLAGE to track, manage, view, and create reports related to building activity in the VILLAGE.

Section II. – The COUNTY'S use of the VILLAGE'S data in the Land Management System

1. The COUNTY has a separate agreement with the VILLAGE to provide building inspection and plan review services entered on March 27, 2018 as may be amended or renewed from time to time (the "Building Inspection & Development Review IGA").
2. The COUNTY shall be allowed to access, enter, and edit the VILLAGE'S data in

the Tyler Energov System to fulfill its duties under the Building Inspection & Development Review IGA.

3. The VILLAGE and COUNTY designated contacts will agree on all processes related to how the VILLAGE and COUNTY will work together within the System to perform all business related to the work the COUNTY performs in accordance with the Building Inspection & Development Review IGA.
4. The COUNTY will be able to access, view, and edit the VILLAGE'S data and records for as long as the Building Inspection & Development Review IGA is valid.
5. If the Building Inspection & Development Review IGA is terminated, the COUNTY's access to the VILLAGE'S data and records will be blocked. COUNTY system administrator-level users will retain access to the VILLAGE'S data only for the purposes of providing support.

Section III. – Fees for VILLAGE access to the Land Use Management System

1. Both Parties agree that the following fee schedule applies to this Agreement:

SERVICE	FEE TO BE PAID TO THE COUNTY
Full license to system (minimum of one required to use system and purchase other license types)	One-time cost of \$1,600 per license (each specific user requires a separate license to access the system).
Read-only license to system	One-time cost of \$400 per license (each specific user requires a separate license to access the system).
Mobile application add-on license (if and when purchased)	One-time cost of \$999 per license (each specific user requires a sperate full license to access the system) If and when purchased by the Village.
Yearly maintenance costs	Each full license* will incur a yearly cost of \$330. Each read-only license* will incur a yearly cost of \$83. *Each license will be subject to an annual percentage increase which shall be equal to and shall be effective at the same time as any annual percentage increases received by the County from Tyler (to be assessed on February 1 annually, with first assessment occurring in 2021).

2. The COUNTY will invoice the VILLAGE for the costs identified in Section III.1 based on the aforesaid fee schedule in this Agreement for the agreed upon number of types of licenses up on execution of this Agreement.

3. The COUNTY will invoice the VILLAGE annually for the annual costs identified in Section III.1 hereof.
4. Village's Compliance with the Illinois Government Prompt Payment Act (501LCS 505/1, et seq.) (the "Act"). Both the COUNTY and the VILLAGE acknowledge, understand, and agree that the VILLAGE complies with the Act, which states that any bills approved by the VILLAGE for payment shall be paid within thirty (30) days after date of approval of the invoice.
5. Should the agreement be terminated by either party, fees paid for licensing of the system will not be refunded to the VILLAGE.

Section IV. – Additional Provisions

1. All notices to the COUNTY shall be in writing and sent to:

Eric Steffen
Central Permit Facility
Planning, Building and Development Department
500 Winchester Road
Libertyville, IL 60048

All notices to the VILLAGE shall be in writing and sent to:

Mayor
Village of Hainesville
100 N Hainesville Road
Hainesville, IL 60030

All notices required by this Agreement shall be give in writing and shall be served by one part to the other party via email (effective when transmitted), personal delivery (effective when delivered), commercial overnight delivery (effective when delivered), or by mail (effective two (2) business days after the date of mailing.)

2. This Agreement shall be in full force and effect upon full execution and will become effective concurrently with the Intergovernmental Agreement for Building Inspection and Development review Services between the COUNTY and the VILLAGE, executed on March 27, 2018. The Agreement shall be valid for two (2) years from the date of the latest signature, with the two (2) year automatic renewal. Either party may terminate this Agreement for any reason upon sixty (60) days written notice. The COUNTY may terminate this Agreement immediately if there is an access violation by any VILLAGE user as identified in Section 1.7.
3. If this Agreement is terminated, the COUNTY will provide the VILLAGE, within sixty (60) days of termination, a copy of all of the VILLAGE'S data that was created within the Tyler EnerGov System in an agreed upon readily accessible format. Depending on additional format requirement needed by the VILLAGE, there may be additional costs to have the data generated. The VILLAGE agrees to pay all costs incurred for the generation of data.

4. If at any point the COUNTY terminated the land management system contract with Tyler, this Agreement will be terminated using notice requirements and with data considerations adhered to per Section IV.3 above.
5. For any and all injuries, losses, claims, suits, costs, expenses and judgments which may accrue against the COUNTY or the Planning, Building & Development Department as a consequence, or to have arisen out of, or in the connection to VILLAGE'S use of the COUNTY'S land management system under the terms of this Agreement, the VILLAGE shall indemnify and hold harmless the COUNTY, including the Planning, Building & Development Department, its agents, officials and employees, except for such injuries, losses, claims, suits, costs, expenses, and judgments related to the VILLAGE'S specific right to use of such land management system as a sub-licensee which the COUNTY is providing to the VILLAGE with the expense agreement of Tyler.

For all other injuries, losses, claims, suits, costs, expenses and judgments, each party shall indemnify and hold harmless the other, including its departments, its agents, officials and employees from and against all injuries, losses, claims, suits, costs, expenses and judgments which may accrue against the parties or their departments as a consequence, or to have arisen out of, or in connection with any services provided by either party and/or its departments.

The foregoing indemnifications and agreements to hold harmless shall not be applicable if such claims, demands, suits, action, injury, loss, and/or damage is caused directly by and/or arises out of the willful, wanton, and/or intentional conduct of the elected and/or appointed officers, employees and/or other agents of a party which or who would otherwise be indemnified and held harmless pursuant to this Agreement.

These provisions shall survive any termination of this Agreement.

6. **Village Confidential Information:**

- A. The COUNTY warrants that it shall not disclose or otherwise provide any confidential information of the VILLAGE maintained in the Tyler Energov System except as necessary to comply with applicable state or federal laws.
- B. The provisions of this paragraph shall survive any termination of this Agreement.
- C. Confidential information as used herein shall mean resident private information and personal identifiers, such as dates of birth, home and cell telephone numbers, Social Security Numbers, and email addresses(es) and/or other identifiers as identified in the Illinois Freedom of Information Act.
- D. If the County become aware that any confidential information of the Village has been breached or accessed without authorization, then the County shall make reasonable efforts to immediately notify the Village of take

reasonable action to prevent further breach or unauthorized access to confidential information of the Village.

7. **Compliance with Laws:** The parties agree to and shall comply with all federal, state, and local laws applicable to the performance of this Agreement.
8. **Venue and Choice of Law:** The parties herein agree that the venue for any and all disputes shall solely be in Nineteenth Judicial Circuit, Lake County, Illinois. This Agreement shall be construed, interpreted, and governed in accordance with the laws of the State of Illinois.
9. The foregoing constitutes the entire Agreement between the parties, other than that certain "Intergovernmental Agreement of Building Inspection and Development Review Services for the Village of Hainesville, Illinois" between the COUNTY and the VILLAGE, and no verbal statement shall supersede any of its provision. This Agreement may be amended by mutual agreement, signed, and executed with the same formality with which this instrument was executed.
10. This Agreement may be executed in multiple identical counterparts, and all of said separate counterparts shall, when affixed together, constitute one and the same Agreement.

IN WITNESS WHEREOF, the County of Lake, by a Resolution duly adopted by the County Board of Lake County, Illinois, causes this Agreement to be signed by its Chair and its Department of Planning, Building and Development Director and attested to by its Clerk and the Village of Hainesville, by approval of its Board has caused these presence to be executed by the Mayor of the Village Board and attested to by its Clerk all on the day and year hereinafter written.

COUNTY OF LAKE

By: _____
Sandy Hart, Chair
Lake County Board

Attest: _____
Robin M. O'Connor
Lake County Clerk

By: _____
Eric Waggoner, Director
Lake County Planning, Building and
Development Department

Dated this ____ day of _____, 2020

VILLAGE OF HAINESVILLE

By: _____
Gerry Dailey, Mayor

Attest: _____
Kathy Metzler, Village Clerk

Dated this ____ day of _____, 2020