

VILLAGE OF MAPLE PARK,  
KANE AND DEKALB COUNTIES, ILLINOIS

RESOLUTION 2024-06 Approved: 06/04/24

**AUTHORIZING THE VILLAGE PRESIDENT OF THE  
VILLAGE OF MAPLE PARK TO EXECUTE AN  
INTERGOVERNMENTAL AGREEMENT REGARDING  
THE USE OF A POLICE RECORDS MANAGEMENT  
SYSTEM AND SERVICES THROUGH KANECOMM**

**WHEREAS**, the Village of Maple Park (the “Village”) is a body politic and corporate, organized under the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.* and subject to the provisions of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

**WHEREAS**, the President and Board of Trustees of the Village finds it is in the best interest of the Village of Maple Park to approve an intergovernmental agreement with Kane County for the purpose of using Tyler Technology Inc.’s New World Public Safety Law Enforcement Records Management System to facilitate regional public safety communications and the use of emergency 9-1-1 dispatch system deployments.

**BE IT RESOLVED** by the Board of Trustees of the Village of Maple Park, Counties of Kane and DeKalb, Illinois, as follows:

**Section 1.** The recitals set forth above are incorporated and made a part hereof.

**Section 2.** That the intergovernmental agreement, in substantially the same form as attached to this Resolution and incorporated herein by reference, is approved and accepted by the Village.

**Section 3.** The President or designee is authorized to execute the intergovernmental agreement on behalf of the Village and, as may be required, the Village Clerk to attest to the same.

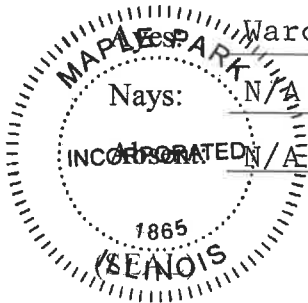
**Section 4.** That this Resolution shall be in full force and effect from and after its adoption and approval.

PASSED by the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois at its regular Board meeting held on June 4, 2024.

Ward, Groezinger, Joy, Peloso, Simon, and Speare


Nays: \_\_\_\_\_

INCORPORATED IN / A \_\_\_\_\_



  
Suzanne Fahnestock, Village President

ATTEST:

  
Shannon Warford, Deputy Clerk

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***Intergovernmental Agreement for Police Records Management***

***System and Services***

This Intergovernmental Agreement is made and entered into as of this 4th day of \_\_\_\_\_ June, 2024, for the purpose of operating a shared Tyler/New World Systems Law Enforcement Records Management System (RMS) Solution, by and between the County of Kane, Illinois (hereinafter referred to as “County”), and the Village of Maple Park Police Department (hereinafter referred to as the “Subscriber”). The foregoing are sometimes also referred to as the “Parties” or “Party”.

**WITNESS**

WHEREAS, the Parties have the power and authority to enter into this Agreement pursuant to the provisions of Article VII, section 10 of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act, as amended, 5 ILCS 220/1 et seq., and other applicable authority, and;

WHEREAS, the County, wishes to offer Law Enforcement Agencies that are already participating in the regional public safety communications and emergency 9-1-1 dispatch system (hereinafter referred to as “KaneComm”) per Chapter 8, Section 5 of the Kane County Code the option of employing Tyler Technology Inc.’s New World Public Safety Law Enforcement Records Management System (hereinafter referred to as “LERMS”) in conformance with the methods and procedures established by the Kane County Sheriff’s Office;

WHEREAS, any Law Enforcement Agency that elects to participate in LERMS must procure the required technological capabilities and hardware to ensure proper performance.

NOW, THEREFORE, for and in consideration of the mutual covenants herein made and pursuant to all applicable statutes and local ordinances, and for other good and valuable consideration the receipt and sufficiency of which are hereby mutually acknowledged, the Parties do hereby agree as follows:

**A. Services to be Provided by Kane County to Subscribers**

- a) Kane County shall provide Subscribers access to licenses to utilize LERMS software.
- b) Kane County shall provide the hardware and infrastructure to run LERMS through their primary data center. Kane County shall also provide backup and recovery services for LERMS.
- c) Kane County shall be responsible for any connectivity issues within Kane County’s network.

- d) Kane County Information Technologies shall provide support services to Subscribers for LERMS on County business days from 8:30 a.m. to 4:30 p.m. Any issues that require assistance during outside business hours or is beyond the capabilities of Kane County Information Technologies shall be referred to Tyler Technology Inc. for support services and may be at the additional financial responsibility of Subscriber.

## **B. Subscriber's Responsibilities**

- a) Subscriber shall provide names, employee IDs and expected access levels for all personnel that will be using the RMS.
- b) Subscriber shall be equipped with Subscriber maintained hardware, including but not limited to desktops and/or laptops that meet or exceed the minimum hardware requirements and/or upgrades as determined by Tyler Technologies Inc. for use of LERMS software. Any purchasing of such equipment shall be at the sole expense of Subscriber and any such equipment remains the property of Subscriber.
- c) Subscribers shall have a reliable internet connection to connect to the Kane County Network with a sufficient amount of bandwidth to run LERMS software.
- d) Subscriber shall be responsible for any connectivity issues occurring outside of the Kane County Network.
- e) Subscriber shall input all local ordinances utilized by their jurisdiction and all user profiles, including the appropriate security profile for each user, into LERMS.
- f) Subscriber and its personnel shall use LERMS only for those purposes for which they are authorized by this Agreement and in conformance with the practices of the Kane County Sheriff's Office.
- g) Subscriber shall have a written disciplinary policy for unauthorized use and/or access of LERMS. Upon notice of such activity, the Subscriber's chief agency administrator shall conduct an internal investigation of the alleged violation. The investigating findings and any corrective actions taken by Subscriber shall be reported in writing as soon as practicable but no less than 7 days after the conclusion of the investigation and implementation of corrective actions to the Director of KaneComm.

## **C. Tyler's Responsibilities**

Tyler Technology Inc. shall provide initial training to Subscriber's designated Field Based Reporting (hereinafter referred to as "FBR") Trainer(s) on the use of LERMS. Kane

County shall coordinate with Tyler Technology Inc. and Subscribers to set up initial training.

**D. Optional Services for Subscribers to be Contracted Directly with Tyler Technology Inc.**

- a) Customization of LERMS for Subscriber shall be at the sole expense and discretion of Subscriber.
- b) Importation of historic records into LERMS shall be at the sole expense and discretion of Subscriber.
- c) Training of Subscriber personnel, beyond the initial training, on the use of LERMS shall be at the sole expense and discretion of Subscriber.

**DI. Term of the Agreement**

- a) The initial term of this Agreement shall be for five (5) years commencing December 1, 2023 and ending on November 30, 2028.
- b) Subscriber’s (estimated) costs for implementation of LERMS and annual fees. The cost for each agency will be added to the annual Subscriber fees and paid in accordance with the Subscriber Agreement (as one fee)

**Number of New World RMS Users: 1**

<b>NON-Recurring Charges</b>			
<b>Item</b>	<b>Unit</b>	<b>Qty</b>	<b>Extended</b>
New World Agency Setup per RMS User	\$1,694.00	1	\$1,694.00
New World RMS Training	\$4,000.00	1	\$4,000.00
New World Field Reporting Training	\$2,000.00	1	\$2,000.00
RSA Token	\$75.00	1	\$75.00
Virtual PC & Network	\$250.00	1	\$250.00
Microsoft Enterprise Agreement (Core Cal, Windows, Office)	\$800.00	1	\$800.00
<b>NON-Recurring Charges TOTAL</b>			<b>\$8,819.00</b>

<b>ANNUAL Recurring Charges</b>			
<b>Item</b>	<b>Unit</b>	<b>Qty</b>	<b>Extended</b>
New World Software Maintenance	\$294.00	1	\$294.00
Pulse Secure Licensing	\$20.00	1	\$20.00
Microsoft Core Cal Licensing	\$44.00	1	\$44.00
Microsoft Windows Licensing	\$42.00	1	\$42.00
Microsoft Office Licensing	\$91.00	1	\$91.00
RSA Token Licensing	\$25.00	1	\$25.00
Virtual Machine Licensing	\$356.00	1	\$356.00
IT Support M-F 8:30 - 4:30 NON Holiday	\$3,200.00	1	\$3,200.00
<b>ANNUAL Recurring Charges TOTAL</b>			<b>\$3,778.00</b>

**Number of New World RMS Users: 2**

**NON-Recurring Charges**

<b>Item</b>	<b>Unit</b>	<b>Qty</b>	<b>Extended</b>
New World Agency Setup per RMS User	\$1,694.00	2	\$3,388.00
New World RMS Training	\$4,000.00	1	\$4,000.00
New World Field Reporting Training	\$2,000.00	1	\$2,000.00
RSA Token	\$75.00	2	\$150.00
Virtual PC & Network	\$250.00	2	\$500.00
Microsoft Enterprise Agreement (Core Cal, Windows, Office)	\$800.00	2	\$1,600.00
<b>NON-Recurring Charges TOTAL</b>			<b>\$11,638.00</b>

<b>ANNUAL Recurring Charges</b>			
<b>Item</b>	<b>Unit</b>	<b>Qty</b>	<b>Extended</b>
New World Software Maintenance	\$294.00	2	\$588.00
Pulse Secure Licensing	\$20.00	2	\$40.00
Microsoft Core Cal Licensing	\$44.00	2	\$88.00
Microsoft Windows Licensing	\$42.00	2	\$84.00
Microsoft Office Licensing	\$91.00	2	\$182.00
RSA Token Licensing	\$25.00	2	\$50.00
Virtual Machine Licensing	\$356.00	2	\$712.00
IT Support M-F 8:30 - 4:30 NON Holiday	\$3,200.00	2	\$6,400.00
<b>ANNUAL Recurring Charges TOTAL</b>			<b>\$7,556.00</b>

#### **F. Resolution**

Each Subscriber shall furnish a certified copy of a resolution authorizing the Subscriber to enter into a 911 Service Subscriber Agreement which resolution shall be attached hereto and made a part hereof.

#### **G. Warranties and Insurance**

Subscriber acknowledges and agrees that the use of the Software is at Subscriber's sole risk. The Software and related documentation are provided "AS IS" and without any warranty of any kind and Kane County EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Subscriber shall maintain minimum indemnity limits of not less than \$1M per person, \$2M aggregate and shall name KaneComm/Kane County as an additional insured on a primary and noncontributory basis.

In the event that the participating (subscriber) municipality or unit of government is self-insured or a participant in a risk pool, Kane County/Kane Comm. should be similarly protected by the risk pool or collective liability sharing entity.

Subscribers shall provide to the KaneComm Director proof of liability insurance within thirty (30) days of acceptance of this Agreement. Subscriber shall notify the KaneComm Director in the event of any changes to or cancellation of said liability insurance.

## **H. Governing Law**

This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

## **I. Place of Venue**

Any claim, action, suit, or judicial proceeding arising from or relating to this Agreement shall be instituted only in the Sixteenth Circuit Court of Kane County, Illinois.

## **J. Indemnification and Hold Harmless**

Each Party shall, and does agree to, indemnify the other Party and its elected and appointed offices, officials, attorneys, employees, and hold them harmless from any claim, injury, or loss, no matter how sustained, arising out of or related in any way to the use of LERMS pursuant to this Agreement. It is expressly understood by both Parties to this Agreement, that the obligation to indemnify each Party as set forth above does not apply to any act, failure to act, or conduct of the other Party, its officers, officials, attorneys, or employees for the negligent or willful or wanton acts and omissions of such persons. Each party agrees to jointly defend against any claim or action brought against any of the Parties related to the use of LERMS to the extent of such Party's relative degree of culpability.

## **K. Amendments; Waivers.**

This Agreement and the rights created by this Agreement may not be amended, modified, or waived in any respect except by written agreement expressly referring to this Agreement and duly validly authorized, executed, and delivered by all of the Parties hereto.

By notice complying with the foregoing requirements of this Section, each Party shall have the right to change the address or addressee or both for all future notices and communications to such Party, but no notice of such change of address shall be effective until actually received.

## **L. Assignment**

Neither Party shall assign this Agreement or any of the rights and duties hereunder without the prior written consent of the other Party.

### **M. Severability**

If any terms or provisions of the Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provision shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular terms or provision held invalid.

### **N. Entire Agreement**

This is the entire Agreement between the Parties with respect to the subject matter contained in this Agreement. This Agreement supersedes any and all previous agreements for use of LERMS. Except as expressly provided to the contrary, the provisions of this Agreement are for the sole benefit of the Parties and not for the benefit of any other person(s) or legal entity.

### **O. Notices**

a. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof when delivered in person at the address set forth below or three business days after deposit thereof in any main or branch United States post office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the Parties, respectively, as follows:

b. For notices to Kane County:

Executive Director Michelle Guthrie  
KaneComm  
719 S. Batavia Avenue, Building C  
Geneva, Illinois 60134

c. For notices to the Subscriber:

Village of Maple Park Police Department  
306 Willow Street, PO Box 148  
Maple Park, Illinois 60151



IN WITNESS WHEREOF, the Parties have set their hands and affixed their seals on the date first above written.

ON BEHALF OF THE SUBSCRIBER

ON BEHALF OF KANE COUNTY



\_\_\_\_\_

Signature

Signature

Print Name

Print Name

Suzanne Fahnestock

\_\_\_\_\_

Title

Title

Village President

\_\_\_\_\_

Date

Date

June 4, 2024

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