**Lake County Forest Preserves**

General Offices
1899 West Winchester Road
Libertyville, Illinois 60048
847-367-6640 · Fax: 847-367-6649
www.LCFPD.org

**DATE:**        August 1, 2022

**MEMO TO:**        Jessica Vealitzek, Chair
Operations Committee

Julie Simpson, Chair
Finance Committee

**FROM:**        John F. Tannahill
Director of Public Safety

**RECOMMENDATION:**  Recommend approval of a Resolution approving an Intergovernmental Agreement (IGA) with the County of Lake for the Collaborative Use of the Lake County Law Enforcement Records Management System.

**STRATEGIC DIRECTION SUPPORTED:**   Organizational Sustainability.

**FINANCIAL DATA:**   There is no financial impact at this time. Annual fees set by the agreement will be implemented in 2023. Cost-share calculation is outlined in Article 3.5 of the IGA and the District's estimated annual share will be $7,000.00, which will be included in the FY2023 budget.

**BACKGROUND:**   The Lake County Forest Preserve District Public Safety Department presently participates with the Lake County Sheriff's Office (LCSO) in an intergovernmental agreement for public safety software that includes computer aided dispatch, records management, and field-based reporting. This software is going away with the implementation of a new regional 9-1-1 consolidation project software suite.

As part of the regional 9-1-1 consolidation project, a consortium of 21 law enforcement agencies agreed to seek a county-wide, enterprise public safety software suite for dispatch, records management, jail management, and reporting. The County of Lake (County) contracted with Tyler Technologies (Tyler) to license and support the Law Enforcement Records Management System (RMS) as part of the county-wide public safety software suite. The County-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."

A Board-approved Intergovernmental Agreement is required in order for the District to participate in this multi-agency collaboration.

**REVIEW BY OTHERS:**   Chief Operations Officer, Director of Finance, Corporate Counsel.

STATE OF ILLINOIS )
                     ) SS
COUNTY OF LAKE )

**BOARD OF COMMISSIONERS**
**LAKE COUNTY FOREST PRESERVE DISTRICT**
**REGULAR AUGUST MEETING**
**AUGUST 9, 2022**

**MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:**

Your **OPERATIONS COMMITTEE** and **FINANCE COMMITTEE** present herewith "A Resolution Approving an Intergovernmental Agreement with the County of Lake for the Collaborative Use of the Lake County Law Enforcement Records Management System," and request its approval.

**OPERATIONS COMMITTEE:**

Date: 8/1/2022 ☐ Roll Call Vote: Ayes:_____ Nays:_____
                             ☒ Voice Vote Majority Ayes; Nays: 0

**FINANCE COMMITTEE:**

Date:_____ ☐ Roll Call Vote: Ayes:_____ Nays:_____
                             ☐ Voice Vote Majority Ayes; Nays:_____

## · LAKE COUNTY FOREST PRESERVE DISTRICT
## LAKE COUNTY, ILLINOIS

## A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF LAKE FOR THE COLLABORATIVE USE OF THE LAKE COUNTY LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM

**WHEREAS,** the County of Lake (the "County"), for its own use and for the use of other municipalities and law enforcement agencies, sought a vendor to provide a variety of law enforcement software and records management solutions (the "Services"); and

**WHEREAS,** the County has entered into a contract (the "County-Tyler Contract") with Tyler Technologies to provide the Services, including to license and support a Law Enforcement Records Management System ("RMS"); and

**WHEREAS,** the County-Tyler Contract allows a site license for the Services and RMS to be provided to any agency located within the County; and

**WHEREAS,** it is in best interests of the Lake County Forest Preserve District (the "District") to enter into an intergovernmental agreement with the County in substantially the form attached hereto that will allow the District to use the RMS and the Services made available under the County-Tyler Contract (the "Intergovernmental Agreement"); and

**WHEREAS,** the Director of Public Safety has determined that the Services require personal confidence; and

**WHEREAS,** pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, units of local government, such as the District and the County may contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

**WHEREAS,** pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/l et seq., any power, privilege, function, or authority exercised by a public agency, including the District and the County may be exercised, combined, transferred, and enjoyed jointly with any other public agency to the extent not prohibited by law; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois **THAT:**

**Section 1:** **Recitals.** The recitals set forth above are incorporated as a part of this Resolution by this reference.

**Section 2:** **Approval of Intergovernmental Agreement.** The Intergovernmental Agreement is hereby approved in the substantially the form attached hereto. The President, Executive Director, and Secretary are authorized and directed, on behalf of the District, to execute and attest to the Intergovernmental Agreement, in substantially the form attached hereto, and whatever other

documents are necessary to effectuate the transactions contemplated by the Intergovernmental Agreement.

**Section 3:** **Effective Date.**   This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.


PASSED this _____ day of _____, 2022

AYES:

NAYS:

APPROVED this _____ day of _____, 2022


_____
Angelo D. Kyle, President
Lake County Forest Preserve District


ATTEST:


_____
Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

# 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 Lake County Forest Preserve District, a body politic and corporate organized and existing under the Downstate Forest Preserve District Act, 70 805 805/0.001 *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 are 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 ÷ 650) x [# of Municipality Users, *e.g. 50*] ÷ 2 x 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: John F. Tannahill*

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.

**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:*

Attn: John F. Tannahill
19808 West Grand Avenue
Lake Villa, IL 60046
Email: jtannahill@LCFPD.org

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** | **Municipality** |
|---|---|
| | |
| By its _____ | By its _____ |
| **Date:**_____ | **Date:**_____ |

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

**new world**
a tyler public safety solution

**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**

Socrata Law Enforcement Analytics (includes Crime Trending, Geo-Analytics and Citizen Connect)
Brazos Hosting Fee

**Services**

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 CrashTraining 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) |

Z1AE-TC77XX-5C00 / Zebra EVM, Warranty, TC77, 5 year
Zebra EVM, HH, TC77, supports GSM + Verizon
(TC77HL-5ME24BG-FT)

| Summary | 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 | |
| **Summary Total** | **$2,831,749** | **$426,336** |

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

Description

**Law Enforcement Records Management System**
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))

**Data File Conversion**

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 Zurick 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)

- 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<br><br>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<br><br>Includes base conversion for master records and a CAD conversion for calls for service. | First RMS Source: $ 43,750<br><br>Includes the following:<br>• Base Conversion for master files<br>• RMS Conversion for incidents, cases, arrests, tickets, and warrants)<br>• Custom Alerts<br>• External Documents<br><br>The following modules can be added at $3,750 (unless noted otherwise):<br><br>• 911 Contact Cards<br>• Alarm Permits and related false alarm transactions.<br>• Career Criminal Registry<br>• Custom Alerts<br>• External Documents<br>• Field Investigations<br>• Mug Shots to RMS<br>• Personnel Equipment Inventory<br>• Personnel Training<br>• State Accident Report Information ($10,000)<br>• Vehicle Impound<br>• Gun Permits<br>• Orders of Protection<br>• Pawn Shop Transactions<br>• Stop Data<br><br>Property Add-on: $7,500 |
| Additional CAD Sources: $16,000 | Additional RMS Sources: $21,875<br><br>Optional modules listed above can be added at 50% of the cost<br><br>Property Add-on: $3,750 |
| Note: Price may be lower if CAD and RMS data are coming from the same source | |

## Exhibit C
### Invoice Sample

| Invoice Sample | # of Users |
|---|---|
| Sheriff | |
| Entity 1 | |
| Entity 2 | |
| Entity 3 | |
| Entity X | |
| TOTAL USERS: | |
| 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%: | |