

RESOLUTION # 28-1

WHEREAS, Intergovernmental Agreements require the approval of the County Board;
and,

WHEREAS, both the Sangamon County ETSD and Logan County ETSD both currently use
Tyler Computer Aided Dispatch (CAD); and,

WHEREAS, the Logan County requests to combine the CAD under one Tyler contract; and,

WHEREAS, Logan County has agreed to assume all costs associated with the merger; and,

WHEREAS, Logan County has agree to pay the proportional future costs associated with the
merger; and,

WHEREAS, Sangamon County retains all control of Tyler CAD, with Logan County becoming
a 'user' of the system.

**NOW THEREFORE, BE IT RESOLVED, BY THE COUNTY BOARD MEMBERS OF
SANGAMON COUNTY**, in session this the 12th day of January, 2021 A.D., that the above IGA
be approved with the Logan County.

Chairman, Sangamon County Board

ATTEST

County Clerk

Attachment: Inter-Governmental Agreement

FILED

JAN 06 2021

Don [Signature]
Sangamon County Clerk

INTERGOVERNMENTAL AGREEMENT

WHEREAS, LOGAN COUNTY, ILLINOIS has requested that the EMERGENCY TELEPHONE SYSTEM BOARD OF SANGAMON COUNTY, ILLINOIS ("SANGAMON COUNTY ETSB") permit LOGAN COUNTY to become a sub-account under SANGAMON COUNTY ETSB's TYLER PUBLIC SAFETY'S COMPUTER AIDED DISPATCH SYSTEM ("TYLER CAD SYSTEM"); and,

WHEREAS, Tyler Public Safety's Computer Aided Dispatch Application integrates individual police officers, emergency personnel, dispatchers and call takers into synergistic teams. By combining command line and object orientated functionality in the system, Tyler's dispatching software quickly weaves communications into precise, streamlined flow of mission-critical information. The Tyler Technologies CAD system effectively manages single or multiple agency dispatching. It features a wide range of universal features to help work safer and more efficiently, including name and address history, automatic call logging, address verification, and visual warning systems.

WHEREAS, LOGAN COUNTY has requested to become a sub-account under SANGAMON COUNTY ETSB TYLER CAD SYSTEM in order to significantly reduce their standalone costs for a similar system. LOGAN COUNTY'S joining SANGAMON COUNTY ETSB CAD SYSTEM will enable them to work safer and more efficiently with up-to-date software at an affordable level which will promote public safety throughout Central Illinois.

WHEREAS, LOGAN COUNTY and SANGAMON COUNTY are adjoining counties and both believe that it is in the best interest of their respective communities to arrange for LOGAN COUNTY to become a subaccount under SANGAMON COUNTY ETSB's TYLER CAD SYSTEM to assure that LOGAN COUNTY will be handling 911 calls with the technology and information necessary.

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and Chapter 5, Section 220/5 of the Illinois Compiled Statutes authorize any public agency to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which they are authorized by law to perform.

NOW, THEREFORE, IT IS AGREED by and between the LOGAN COUNTY and SANGAMON COUNTY as follows:

1. **Requested Services:** SANGAMON COUNTY agrees to permit LOGAN COUNTY to become a sub-account under SANGAMON COUNTY ETSB's TYLER CAD SYSTEM.

2. **Authority:** For and during any period that any personnel are performing any requested services on SANGAMON COUNTY ETSB's TYLER CAD SYSTEM such personnel shall be under the authority and direction of the SANGAMON COUNTY ETSB. The City of Springfield, Illinois, Sangamon County, Illinois, Sangamon County ETSB and the ESS Governance Committee are the only controlling bodies governing the TYLER CAD SYSTEM.

3. **Other Liabilities:** LOGAN COUNTY agrees to defend and indemnify SANGAMON COUNTY for any claims alleging bodily injury or property damage or other related damage brought against SANGAMON COUNTY and arising out of LOGAN COUNTY's use of SANGAMON COUNTY ETSB TYLER CAD SYSTEM. Both parties to this agreement shall maintain general liability insurance in an amount no less than \$1,000,000.00 per person and \$3,000,000.00 per occurrence naming each other as an additional insured.

4. **Contributions:** LOGAN COUNTY agrees to pay SANGAMON COUNTY ETSB \$5,000.00 per year as reimbursement for the increase in costs created by permitting LOGAN COUNTY to become a sub-account under SANGAMON COUNTY ETSB's TYLER CAD SYSTEM. Said payment shall be made within 30-days of the date this agreement is executed and within 30-days of the annual anniversary of this Agreement as long as this Agreement is in effect.

It is understood that TYLER increases its rates on average 4% per year, LOGAN COUNTY further agrees to reimburse SANGAMON COUNTY ETSB an amount commensurate with any such increases charged by TYLER. Said payment shall be made within 60 days the amount is made known to LOGAN COUNTY.

LOGAN COUNTY may add additional features to the TYLER CAD SYSTEM with prior approval by the ESS GOVERNANCE COMMITTEE. LOGAN COUNTY agrees to reimburse SANGAMON COUNTY ETSB any up-front costs and additional reoccurring cost that is a result of any such modification requested by LOGAN COUNTY.

5. **Notices and Communications:** All notices, demands or other communications under or in respect of this Agreement shall be deemed to have been given when the same are (i) deposited in the United States Mail and sent by First Class Mail, postage prepaid, or (ii) delivered, in each case, to LOGAN COUNTY and SANGAMON COUNTY ETSB as follows:

If to LOGAN COUNTY at 911 Pekin Street, Lincoln, IL
Attention: ETSB Chairman

If to SANGAMON COUNTY ETSB, at 200 Shale Avenue,
Springfield, IL Attention: ETSB Chairman

6. **Illinois Law:** This Agreement shall be deemed to be an intergovernmental agreement made under and shall be construed in accordance with and governed by the laws of the State of Illinois.

7. **Written Modification:** This Agreement may not be changed, revised, modified, waived, discharged, terminated or otherwise abrogated, diminished or impaired other than by an instrument in writing, duly authorized and executed by both LOGAN COUNTY and SANGAMON COUNTY ETSB.

8. **Effective Date and Duration:** This Agreement shall become effective upon its execution and delivery by both parties and shall be and remain in full force and effect thereafter for one (1) year. This Agreement shall automatically renew on a year-by-year basis unless notice is provided to the other party six (6) months or more in advance that the agreement will not renew.

9. **Entire Agreement:** This Agreement constitutes the entire agreement between LOGAN COUNTY and SANGAMON COUNTY on the subject matter hereof. LOGAN COUNTY represents, warrants, covenants and agrees that no representation, warranty, covenant or agreement shall be binding on SANGAMON COUNTY unless expressed in writing herein or by written modification pursuant to paragraph 6 hereof.

IN WITNESS WHEREOF, LOGAN COUNTY and SANGAMON COUNTY have each caused this Agreement to be executed by proper officers duly authorized to execute the same as the date set forth beneath the signatures of their respective officers set forth below.

COUNTY OF LOGAN, ILLINOIS

COUNTY OF SANGAMON, ILLINOIS

By: Emily Davenport
Printed Name: EMILY DAVENPORT
Title: LOGAN Co. BOARD CHAIR
Date: 12-30-20

By: _____
Printed Name: _____
Title: _____
Date: _____