

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF PLANO
AND
KENDALL COUNTY, ILLINOIS, CIRCUIT CLERK

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as "Agreement") is hereby entered into by and between the Kendall County Circuit Clerk (hereinafter referred to as "the Circuit Clerk") and the City of Plano, a unit of local government, of the State of Illinois, (hereinafter referred to as "City of Plano") on behalf of itself and on behalf of Jonathan Whowell, in his official capacity as the Chief of Police Plano, Illinois, (hereinafter referred to as "PPD").

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, allows public agencies, as defined by the Act, to enter into intergovernmental agreements in order to share powers, privileges, or functions; and

WHEREAS, the Kendall County Emergency Phone Service and Communications Board (hereinafter referred to as "KenCom") previously acquired computer software and hardware from Tyler/New World, including, but not limited to, Computer Aided Dispatch (CAD), Mobile Messaging, Mobile crash reporting, Field Based Reporting, Fire Records Management, Law Enforcement Records Management, Corrections Management, Photo Imaging, Data Analysis/Crime Mapping/Management Reporting and ESRI Embedded Applications (hereinafter collectively referred to as "Tyler/New World software"); and

WHEREAS, KenCom and the City of Plano previously entered into an agreement whereby the City of Plano would reimburse KenCom for the PPD's use of the Tyler/New World software; and

WHEREAS, KenCom has acquired additional software from Tyler/New World that processes eCitations (hereinafter referred to as "eCitation software"), which allows for traffic citations to be electronically filed with the Circuit Clerk; a description of the eCitation software is attached to this Agreement as Exhibit A; and

WHEREAS, the Circuit Clerk is the custodian, *ex officio*, of the Circuit Court Clerk Electronic Citation Fund. 705 ILCS 135/10-5(d)(9); and

WHEREAS, the Circuit Court Clerk Electronic Citation Fund "shall be used to perform the duties required by the office for establishing and maintaining electronic citations." 705 ILCS 135/10-5(d)(9); and

WHEREAS, the Circuit Clerk has determined that the initial one-time buy-in costs for the Tyler/New World products listed in Table 1 attributable to the City of Plano is \$17,075.00; and

WHEREAS, in order to facilitate the implementation of the electronic citation system, the City of Plano has agreed to advance to Tyler New/World or KenCom the sum of \$17,075.00; and

WHEREAS, pursuant to the further terms of this Agreement, the Circuit Clerk will reimburse the City of Plano for its share of the one-time buy-in costs, \$17,075.00; and

WHEREAS, reimbursing the City of Plano for its portion of the expense related to the eCitation software will serve to establish and maintain electronic citations; and

WHEREAS, the Circuit Clerk and the City of Plano agree to the following arrangement for the reimbursement of expenses related to the eCitation software.

NOW THEREFORE, in consideration of the premises and mutual covenants hereafter set forth, the parties agree as follows:

- 1) The above recitals are incorporated herein by reference.
- 2) The Circuit Clerk agrees to reimburse the City of Plano, from the Circuit Court Clerk Electronic Citation Fund, the initial one-time buy-in costs for Tyler/New World products listed in Table #1. The costs will be invoiced by KenCom or Tyler/New World to the City.
- 3) Upon receipt of an Invoice from KenCom or Tyler New World for the City's share of the initial one-time buy-in cost, the sum of \$17,075.00, the City of Plano agrees to approve payment of the Invoice. Thereupon, the City shall notify the Circuit Clerk in writing of the approval and the payment of the Invoice. Within thirty (30) days of receiving such written notice, the Circuit Clerk shall notify the Kendall County Treasurer, in writing, to reimburse the City the sum of \$17,075.00 as and for its initial one-time buy-in cost.

Table 1

For Circuit Clerk		One time cost
Brazos Services	Quantity	Cost w/discount
Set up and configuration	1	\$ 6,500.00
Brazos Hosting Fee	1	\$ 0.00
eCitation Framework (for 10 units)	1	\$ 7,650.00
Interface with Jano	1	\$ 2,925.00
Total:		\$17,075.00

- 4) The Circuit Clerk agrees to reimburse the City of Plano, from the Circuit Court Clerk Electronic Citation Fund, the on-going annual maintenance costs for software licensing for

Tyler/New World products and Third Party Software listed in Table #1 above according to an estimated maintenance fee schedule as set forth in the following Table#2:

Table 2	quantity	Annual maintenance cost
Brazos Hosting Fee	1	\$ 823.00
eCitation Framework (for 10 units)	1	\$ 1,785.00
Interface with Jano	1	\$ 683.00
Total		\$ 3,291.00

The parties agree the calculated annual maintenance costs set forth in Table #2 are based on the number and type of software license fees listed in Table #1 above. The parties understand and agree the estimated maintenance fee schedule set forth in Table #2 is subject to change if KenCom purchases additional eCitation software for PPD's use, provided the Circuit Clerk has agreed in writing to the additional software fees.

- 5) Annual maintenance costs will be invoiced annually by KenCom to PPD or the City on April 1.
- 6) Upon receipt of an Invoice from KenCom or Tyler New World for the City's share of the annual maintenance costs, the City agrees to approve payment of the Invoice. Thereupon, the City shall notify the Circuit Clerk in writing of the approval and the payment of the Invoice. Within thirty (30) days of receiving such written notice, the Circuit Clerk shall notify the Kendall County Treasurer, in writing, to reimburse the City for its share of the annual maintenance costs.
- 7) This Agreement shall be in effect for a term of ten (10) years beginning on _____. Either the Circuit Clerk or City of Plano shall have a 30-day time period each year during which it may cancel the Agreement without penalty. The Agreement may be cancelled by either the Circuit Clerk or City of Plano by providing notice to the other party at any time in the 30 (Thirty) days preceding March 1 each year.
- 8) The reimbursements from the County Treasurer to the City of Plano set forth in this Agreement shall be paid solely from the Circuit Court Clerk Electronic Citation Fund. If, at any time, the balance of the Circuit Court Clerk Electronic Citation Fund is insufficient to make any payment anticipated or required by this Agreement, the Circuit Clerk agrees to provide prompt written notice of said insufficiency to the City of Plano. In the event of insufficiency of funds in the Circuit Court Clerk Electronic Citation Fund, either the Circuit Clerk or City of Plano has the right to terminate the Agreement upon providing thirty (30) days written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.
- 9) The parties agree that any modification to this Agreement must be in writing and

signed by authorized individuals on behalf of the undersigned parties.

- 10) This agreement shall not be assigned without the prior written consent of the parties. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. All terms and provisions of this Agreement shall be governed by the laws of the State of Illinois and are subject to good faith and fair dealing implied in all Illinois contracts. The parties agree that the proper venue for this Agreement shall be the Circuit Court of the 23rd Circuit, Kendall County, Illinois. If any provision of this Agreement shall be declared or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal, and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from the Agreement, and in either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- 11) Any notice required or permitted to be given pursuant to this Agreement, with the exception of invoicing, shall be duly given if sent by email or fax and certified mail or courier service and proof of service is received. In the case of notice to the Circuit Clerk send to, 807 West John St., Yorkville, IL 60560, fax (630)553-4964, email ringemunson@co.kendall.il.us; and, in the case of notice to the City of Plano send to Plano Police Department, Attention Chief of Police, 111 E. Main Street, Plano, IL 60545, fax - (630)-552-3197, email jhowell@planopoliceil.org. Notice shall be effective upon receipt by the other party.
- 12) This Agreement supersedes any other prior oral agreements between the parties regarding the matters set forth in this Agreement.
- 13) Nothing contained in this Agreement, nor any act of the parties pursuant to this Agreement, shall be deemed or constructed to create any jointemployer relationship.
- 14) This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the below date.

Kendall County Circuit Clerk

Plano Police Department, Illinois

Name: Robyn Ingemunson

Name: Jonathan Whowell

Title: Kendall County Circuit Clerk

Title: Chief of Police

Date: _____

Date: _____

Signature: _____

Signature: _____

The City of Plano, Illinois

Name:

Title:

Date:

Signature:

Reviewed and approved:
Kendall County State's Attorney
By: _____

City of Plano, City Attorney

Thomas W. Grant

Exhibit A

Brazos eCitation software is described herein as:

The Brazos eCitation solution is an end-to-end, electronic citation solution which provides tremendous flexibility, a high level of data security and integrity, and scalability for the future. Brazos provides the ticket Writers/printers (can be any portable device or fixed MDT) and peripheral devices for the officers (for electronic citations, accident reports, parking, signature capture, fingerprint capture, etc.); the back-end software for central review, reporting, and administrative functions; and court-specific features for standardizing all citation processing using a web-based server. Brazos is completely device-independent. The software may be run on handhelds, laptops/MDCs, cell phones, and more – any device with a Windows, Android, or IOS operating system can run the Brazos solution.

Brazos is a complete eCitation solution which includes a very robust backend capability that is not found with other solutions. Some examples of those capabilities are:

- Complete control over every drop-down in the applications from the website (i.e. locations, offenses, officers, etc.).
- Full administrative control over all users and devices to control which users can view or modify all data fields.
- Citation Detail Reports which look exactly like the violator copy and can optionally print with the photographs, fingerprints, signatures, video and/or audio notes.
- Complete control over the citation numbers including complete audit reports to account for all citation numbers.
- Web-based Citation Entry Screen for entry of any paper tickets. This will allow all reports to be complete as well as retaining all electronic interfaces for 'paper' tickets.
- Detailed statistical reporting for the officers such as count reports, location reports, selective traffic enforcement reports, racial profiling reports and many others.
- Complete history of each device including number of tickets, who was logged in, last sync dates, and any errors or activities performed on those devices.
- Detailed workflow for citations that can include approvals, rejections, and current status of each record with regards to each export.
- Interfaces to back-end systems (Court and Police Records) to automate and increase efficiencies within multiple departments.

The Brazos eCitation software and integration with existing Tyler software in place and use by both Kencom and PPD will allow for a complete electronic transfer of data from the issuing deputy to the clerk's office seamlessly.

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