

RESOLUTION NO. 19-R-13

AUTHORIZING THE CITY OF ROLLING MEADOWS TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF COOK ON BEHALF OF THE COOK COUNTY SHERIFF AND THE CITY OF ROLLING MEADOWS POLICE DEPARTMENT FOR THE PROVISION OF WIDE AREA NETWORK EQUIPMENT AND CONNECTIVITY

WHEREAS, pursuant to 55 ILCS 5/3-6021 the Sheriff shall be conservator of the peace in his or her county, and shall prevent crime and maintain the safety and order of the citizens of that county; and

WHEREAS, the County through the office of the Sheriff, has built a County-wide Criminal Apprehension Booking System ("CABS"); and access to CABS is provided through the County's wide area computer network ("WAN"); and

WHEREAS, the County through the office of the Sheriff, will provide a Live Scan System, which will include a computer, fingerprint scanner, cabinet, monitor, camera, and printer.

WHEREAS, The City of Rolling Meadows Police Department has agreed to participate in the Sheriff's efforts by agreeing to become a partner in the Sheriff's CABS consortium; and

WHEREAS, The City Council has determined that it is in the best interests of the City and its residents to enter into the Intergovernmental Agreement;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Rolling Meadows, Cook County, Illinois, as follows;

SECTION 1: RECITALS

The recitals are incorporated into and made a part of this Resolution.

SECTION 2: APPROVAL OF INTERGOVERNMENTAL AGREEMENT

The City Council hereby approves the Intergovernmental Agreement in substantially the form attached to this Resolution as **Exhibit A**.

SECTION 3: AUTHORIZATION TO EXECUTE INTERGOVERNMENTAL AGREEMENT

The City Council Hereby authorizes and directs the Mayor and the Chief of Police to execute and the City Clerk to attest, on behalf of the City, the Intergovernmental agreement in Section 2 of this Resolution.

YEAS: D'Astice, Williams, Cannon, Budmats, Majikes, Gallo, Banger

NAYS: 0

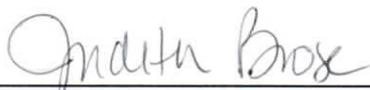
ABSENT: 0

Passed and Approved this 12 Day of February 2019.



Len Prejna, Mayor

ATTEST:



Judith Brose, Deputy City Clerk

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF COOK
ON BEHALF OF THE COOK COUNTY SHERIFF
AND THE CITY OF ROLLING MEADOWS POLICE DEPARTMENT
FOR THE PROVISION OF WIDE AREA NETWORK EQUIPMENT AND CONNECTIVITY**

This Intergovernmental Agreement ("IGA"), is made and entered into by and between the County of Cook (the "County"), on behalf of the Cook County Sheriff (the "Sheriff"), and The City of Rolling Meadows Police Department (the "City Police") pursuant to authority granted by the Illinois Constitution of 1970, Article VII, Section 10 and Intergovernmental Cooperation Act, 5 ILCS 22011 et seq. Sheriff, County, and City Police are referred to herein collectively as the "Parties," and individually as a "Party."

I. RECITALS

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

WHEREAS, 5 ILCS 200/1, entitled the *Intergovernmental Cooperation Act*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, pursuant to 55 ILCS 5/3-6021 the Sheriff shall be conservator of the peace in his or her county, and shall prevent crime and maintain the safety and order of the citizens of that county; and

WHEREAS, the County through the office of the Sheriff, has built a County-wide Criminal Apprehension Booking System ("CABS"); and access to CABS is provided through the County's wide area computer network ("WAN"); and

WHEREAS, the County through the office of the Sheriff, will provide a Live Scan System, which will include a computer, fingerprint scanner, cabinet, monitor, camera, and printer.

WHEREAS, The City Police has agreed to participate in the Sheriff's efforts by agreeing to become a partner in the Sheriff's CABS consortium; and

NOW THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the sufficiency of which are hereby acknowledged, the County, the Sheriff, and The City Police agree as follows:

II. INCORPORATION OF RECITALS

The foregoing recitals are incorporated into and made a part of this IGA be reference as if set forth fully herein.

III. DUTIES AND OBLIGATIONS OF THE COUNTY

A. Provision of the Computer Network. The County's Bureau of Information Technology ("BOIT")

shall provide all necessary hardware and software to operate a high-speed backbone wide area computer network (the "Network" or "WAN") which will allow The City Police to transmit LiveScan fingerprints, digital photos and other information to other Cook County law enforcement agencies and the Illinois State Police (ISP). The Network will provide for connectivity to Cook County sites, such as the Office of the Circuit Court Clerk, the Chicago Police Department and the Cook County Department of Corrections. The Network shall also provide for connectivity to ISP sites in Joliet and Springfield.

- B. Network Access and Support. BOIT shall be responsible for providing access to the Network to the City Police, as available, twenty-four (24) hours per day, 365 days per year. BOIT shall also facilitate the provision of technical support assistance to the City Police. Technical support assistance shall mean diagnostic, hardware and software problem resolution services related to conflict, failure or improper functioning of the Network or WAN Equipment (as hereinafter defined).

IV. DUTIES AND OBLIGATIONS OF THE SHERIFF

- A. CABS Unit Services. The duties under this Agreement of the CABS Unit, which is staffed by the office of the Sheriff, is to:
- i. Schedule and facilitate installation of the WAN Equipment ("Equipment") within the City Police law enforcement facility;
 - ii. Schedule and facilitate installation of the Live Scan System;
 - iii. Provide Help desk support for the Live Scan System;
 - iv. Provide Training for the Live Scan System;
 - v. Create and disable user accounts

V. DUTIES AND OBLIGATIONS OF The City of Rolling Meadows Police Department

- A. The City Police shall be responsible for providing a safe and appropriate environment for the installation and operation of the Equipment, including but not limited to adequate cabling and connection devices. The City Police shall be responsible for providing safe and appropriate lines and utility services.
- B. The City Police shall be fully responsible for maintaining and operating the WAN Equipment and Live Scan System in accordance with the specifications recommended by the Vendor and the Equipment manufacturer.
- C. The City Police will be responsible for providing an active roster of users to the Sheriff. Passwords for users can be managed by each user of the system but forgotten passwords will be reset by the City Police.
- D. The City Police shall use the WAN Equipment and Live Scan System only for law enforcement-related purposes. In the event the City Police uses the WAN Equipment and/or Live Scan System for non-law enforcement-related purposes, such unauthorized use shall be deemed a breach of this Agreement and the County shall have the right to terminate this Agreement in accordance with Section 4 below.

- E. The City Police shall operate the WAN Equipment and Live Scan System in accordance with all relevant policies, procedures, rules and regulations, as promulgated from time to time by BOIT, including but not limited to LEADS requirements as established by the ISP. The County shall not be held responsible for the malfeasance of, or failure to follow regulations by the City Police agents or employees.
- F. In the event the City Police desires to procure additional items of equipment and/or technical services directly from any vendor, the City Police shall provide the County with sufficient prior notice of such intended procurement so that the County can determine whether such additional procurement of equipment may be accommodated on the Network and the County can establish additional security measures that may be required.

VI. TERM OF AGREEMENT

This Agreement shall commence upon the date the Cook County Board of Commissioners ("Board") authorizes execution of this Agreement and shall continue, except as otherwise provided herein, for as long as the County operates the WAN and the office of the Sheriff operates CABS.

On and after the first anniversary date of the execution of this Agreement by the Board, either party may terminate this Agreement for any reason and at any time, effective upon not less than thirty days advance written notice of a party exercising its option to terminate the Agreement.

In the event the City Police breaches any term of this Agreement, the County shall have the right to terminate this Agreement, the Network connection to the WAN and remove the Live Scan System. Prior to any such termination, the County shall give the City Police seven (7) days prior notice of such intention to terminate and provide the City Police with an opportunity to cure such breach prior to termination of the Agreement, the Network connection and removal of the Live Scan System.

VII. MISCELLANEOUS

- A. **Nonliability:** No party to this Agreement shall be liable to any other party for any loss, claim or damages as a result of any delay or failure in the performance of any obligation hereunder, directly or indirectly caused by or resulting from: acts of the other party; acts of the government; acts of God; acts of third persons; strikes, embargoes, delays in the mail, transportation and delivery; Network or power failures and shortages; fires; floods; epidemics and unusually severe weather conditions; or other causes beyond the control of such party.
- B. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties as if they too were parties to this Agreement.
- C. **Severability:** The parties agree that to the extent a court of competent jurisdiction shall determine that any part or provision of this Agreement is unenforceable as a matter of law, such part or provision of this Agreement shall be deemed severable and the remainder of this Agreement shall survive.
- D. **Notice:** All notices required herein shall be in writing and be served personally or by registered or certified mail, return receipt requested, upon the parties at their principal administrative

offices or as otherwise designated.

- E. **Governing Law:** This Agreement shall be governed, interpreted and construed according to the laws of the State of Illinois.
- F. **Amendment:** This Agreement contains the entire agreement of the parties and shall supersede any prior written or oral agreements or understandings. This Agreement may only be altered, modified or amended upon the written consent and agreement of all parties hereto duly adopted as required by law.
- G. **Compliance with Laws:** The parties hereto agree to observe and comply with all federal, state and local laws which may in any manner affect performance under this Agreement, including without limitation federal and state laws governing the dissemination of criminal records.
- H. **Right to Audit** The City Police agrees that any auditor appointed by the County shall have access and the right to examine any books, documents, papers, canceled checks, purveyor's and other invoices, and records of the City Police related to this Agreement, or to the City Police compliance with any term, condition or provision of this Agreement. The City Police shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Agreement.
- I. **Indemnification:** With respect to any claims, losses, damages and liabilities that may result due to the Vendor, County or Sheriff performing services on the premises of the City Police, the City Police agrees to indemnify, hold harmless and defend the County and its commissioners, elected officials, employees, agents and representatives, and their respective successors and assigns, from and against any such claims, losses, damages and liabilities, including costs, expenses and attorney's fees.

IN WITNESS WHEREOF, this IGA is hereby executed on behalf of the Parties through their authorized representatives as set forth below:

COOK COUNTY EXECUTION: The undersigned, on behalf of the County of Cook, Illinois, a body politic and corporate of the State of Illinois, hereby accept the foregoing Intergovernmental Agreement:

Toni Preckwinkle
President, Cook County Board of Commissioners

ATTEST:

Honorable David Orr
Cook County Clerk

Dated: _____

ACKNOWLEDGED:

Thomas Dart
Cook County Sheriff

Approved as to form:

Assistant State's Attorney

The City of Rolling Meadows Police Department: The undersigned, on behalf of the City Police, hereby accept the foregoing Intergovernmental Agreement:

Print Name: _____
Title: _____

Date: _____