	AGENDA ITEM EXECUTIVE SUMMARY

	Title:	Recommendation to Approve a Restated Intergovernmental Agreement for Tri-City Police Records
	Presenter:	Chief Keegan

Please check appropriate box:

	Government Operations	X	Government Services 7.28.14
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	$N/A	Budgeted:	YES		NO	

If NO, please explain how item will be funded:

Executive Summary:

The City of St. Charles Police Department has shared a records system with the City of Geneva and the City of Batavia since 2007. In 2013 the agreement was amended to add the Village of Sugar Grove to the records group. In this revision, the Village of Elburn has been added to the group. With an attorney reviewing it, it was recommended that the agreement be RESTATED in its entirety with the changes included rather than make another amended version.

Attachments: *(please list)*

Restated Intergovernmental Agreement

Recommendation / Suggested Action *(briefly explain)*:

Recommendation to approve a Restated Intergovernmental Agreement for Tri-City Police Records.

For office use only: | *Agenda Item Number: 5.g*

RESTATED
Intergovernmental Agreement
For Tri-City Police Records

This Agreement which was made and entered into on the Fourth day of September 2007, ~~and amended on April 1, 2013, is hereby amended on September 16, 2013, by restating the Agreement in its entirety~~ was amended by restatement on April 1, 2013 and September 16, 2013, and is hereby amended this 23rd day of June, 2014 by restating the Agreement in its entirety.

The CITY OF BATAVIA, located in Kane and DuPage Counties, Illinois,
the VILLAGE OF ELBURN, located in Kane County, Illinois,
the CITY OF GENEVA, located in Kane County, Illinois,
the CITY OF ST. CHARLES, located in Kane and DuPage Counties, Illinois,
and the VILLAGE OF SUGAR GROVE, located in Kane County, Illinois,
hereby agree as follows:

1. Parties

    1.1. Each of the parties to this Agreement is a municipal corporation organized and existing under the authority of the Municipal Code of 1961 (Illinois Compiled Statutes) and predecessor statutes. Each municipal corporation shall hereinafter be called "Batavia," "Elburn," "Geneva," "St. Charles," or "Sugar Grove" as the context may require, and collectively may be referred to as "Municipalities."

2. Purpose

    2.1. The purpose of this Agreement is to unite the parties in a cooperative agreement to share data processing equipment and software used to provide electronic records management services for the Police Departments in each municipality. ~~Batavia, Geneva, St. Charles, and Sugar Grove~~The Municipalities agree that combining records will facilitate inter-department communication and cooperation, thus serving the citizens of all ~~four~~ communities effectively.

3. Name

    3.1. For convenient reference, the name by which this Agreement shall be known is the "Tri-City Police Records Agreement."

4. Legal Basis

    4.1. This Agreement is executed pursuant to the provisions of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et. seq*., and other legal authority.

5. Definitions

   5.1. "New World" – New World Systems Corporation, a Michigan Corporation.

   5.2. "New World License Agreement" – The agreement between Batavia and New World entitled "New World Standard Software License and Services Agreement" executed on February 19, 2007.

   5.3. "System" – A combination of the software licensed from New World in the New World License Agreement and certain data processing equipment purchased by Batavia for the purpose of operating the New World software. The System shall be comprised of the actual operational equipment, software and data, as well as a second copy of the core New World records software for purposes such as testing the New World software or training personnel.

   5.4. "Partners" – All ~~parties to this Agreement~~ of the Municipalities other than Batavia.

   5.5. "Geographic Information Systems (GIS) Data License" – Terms as outlined in Appendix 1, which is attached hereto and incorporated into this Agreement.

6. Term of Agreement

   6.1 The Term of this Agreement shall be in effect for a period of three (3) years, beginning March 1, 2007, and ending February 29, 2010. Thereafter it shall automatically be renewed with no affirmative action by the parties for successive three (3) year periods commencing March 1 of each year until notice of termination is given as provided in Section 12. The parties hereto acknowledge that the duration of the initial and renewal terms of this Agreement is authorized pursuant to Paragraph 8-1-7 (b) of the Illinois Municipal Code (65 ILCS 5/8-1-7(b)).

7. Services Provided by Batavia

   7.1. Batavia shall provide the Partners with electronic access to the System. Partners shall also be permitted to utilize services from Batavia or from New World as provided in this section.

   7.2. Batavia shall provide system management and administration functions for the System, including the following:
      7.2.1. Installation, configuration, and administration of the operating system on each piece of equipment;
      7.2.2. Installation of patches and upgrades to the operating systems;
      7.2.3. Regular backups of the operating systems, software, and data in accordance with Batavia policies and procedures;
      7.2.4. Installation and overall administration of the New World software and database system;

7.2.5.   Installation of patches and upgrades to the New World software and database system;

7.2.6.   Maintenance of network equipment and infrastructure owned or operated by Batavia;

7.2.7.   For the purposes of compliance with any requests for information under the provisions of the Illinois Freedom of Information Act (5 ILCS 140/7 et. seq.), hereinafter referred to as "FOIA", Batavia shall not be an agent of the Partners; and

7.2.8.   Incorporate GIS map data provided by the Partners into the System and update the data as provided in Section 4 of Appendix 1.

7.3. The ~~parties~~ Municipalities shall have access to the New World software components as described in Section 10. The ~~parties~~ Municipalities shall also have access to their data stored in the database system used by the New World software.

7.4. Batavia shall undertake reasonable efforts to ensure access to the System but shall not, under any circumstances, guarantee the access to use the System. Certain events or circumstances, including but not limited to, hardware or software failures, may result in unscheduled downtime of the System. Batavia shall respond in a reasonable fashion to all unscheduled downtime and shall make reasonable efforts to prevent such unscheduled downtime.

7.5. From time to time, the System will require scheduled downtime for maintenance, repair or other purposes. Batavia shall attempt to minimize the period of downtime and shall provide reasonable notice to Partners of the expected time and duration of downtime. Such downtime shall be scheduled during pre-arranged, mutually agreeable time periods, and whenever possible, scheduled to avoid periods during unusual circumstances such as festivals or other events.

7.6. Batavia shall take reasonable action to protect the integrity of the System or other data processing systems operated by Batavia if a security breach is identified. Such action may require temporary interruption of services to the Partners. Batavia shall make reasonable efforts to promptly address the situation, including working with the Partners as necessary to remedy the problem.

7.7. Batavia shall not make any planned changes to the System or the means by which the Partners communicate with the System that could be reasonably expected to adversely affect the Partners' ability to use the system without prior consent from all Partners.

7.8. Each ~~party~~ Municipality shall designate one or more people from their organization that shall be authorized to contact New World in order receive telephone support for the use of the System, subject to any limitations imposed by New World.

7.9. Partners are responsible for procuring all necessary equipment for them to access the System. Each ~~party~~ Municipality is also solely responsible for all costs of maintaining, repairing or operating their equipment, including any equipment required to access the System.

7.10. Batavia shall, to the extent of its capability, assist Partners in obtaining necessary technical data to ensure compatibility of Partners' computers and related equipment with the System. Batavia shall also make reasonable efforts to coordinate communications between a Partner and New World as necessary to facilitate the Partner's access to the System.

8. Governance of System Operation

8.1. A Policy Board shall be established to provide all ~~parties~~ Municipalities with equal participation in certain decisions regarding the operation of the System as set forth in this section. The Policy Board shall not have the authority to bind or otherwise limit the Partners.

8.2. The Policy Board shall be comprised of the Chief of Police, or their assigned representative, of each of the ~~parties of this Agreement~~ Municipalities.

8.3. Policy Board meetings may be called by any member of the Policy Board by providing notice to all other members at least forty-eight (48) hours in advance of the meeting time.

8.4. Each member of the Policy Board shall be entitled to cast one (1) vote on each matter brought to a meeting of the Policy Board for action. A quorum, defined as the majority of the members of the Policy Board, is required for the Policy Board to take action.

8.5. A majority vote of the Policy Board is required to successfully pass an action on items presented to the Policy Board.

8.6. The Policy Board shall act on matters related to policies, procedures, and other operational matters that require the cooperation of the parties in order to use or operate the System in an effective manner.

8.7. The Policy Board shall act on changes in the New World software components and/or the ~~parties~~ Municipalities using particular components as outlined in Section 10. When changes are agreed upon by the Policy Board, the Policy Board shall recommend to the ~~parties'~~ Municipalities' City Councils that they, jointly and severally, take such necessary action to modify this Agreement accordingly, and, if required, to authorize any related expenditures.

8.8. The Policy Board shall act to determine the terms and length of a renewal of the Standard Software Maintenance Agreement ("SSMA") between Batavia and

New World. The Policy Board will then recommend to the ~~parties'~~ Municipalities' City Councils that they take action to execute the agreement with New World and to authorize any related expenditures. To enter into a renewal term longer than three (3) years, the Policy Board must agree by unanimous vote rather than a majority vote. Should the Policy Board fail to successfully approve the renewal prior to the expiration date of the then-current term, then Batavia shall have the right, at its option, to renew the SSMA for one (1) year, fifteen (15) days prior to the expiration of the then-current term.

8.9. The Policy Board shall not take any action that would violate or otherwise conflict with the New World License Agreement.

8.10. The Policy Board shall, as it deems necessary, create committees for collaboration between the ~~parties~~ Municipalities on various functional or technical aspects of the System. Such committees shall be structured to provide equal representation from all ~~parties~~Municipalities.

9. Permitted Uses

9.1. Subject to the provisions relating to FOIA requests, there shall be no release or publication of data stored in the System that was entered by another ~~party~~ Municipality without the entering Municipality~~party~~'s prior written approval. In the event that one Municipality~~party~~ receives a request for information under the provisions of FOIA that may require a release of information that was not entered by that Municipality~~party~~, then that Municipality~~party~~ shall notify the entering Municipality~~party~~ that such a request has been made. The Municipality~~party~~ receiving such a request shall process it using their policies and procedures for similar requests made under the provisions of FOIA.

9.2. Partners shall be permitted to utilize the System for the purpose of operating the New World software. All use of the system by the Partners shall be consistent with the New World License Agreement.

9.3. All information stored on the System shall be accessible only through a password-protected login, and each Municipality~~party~~ shall restrict access to its respective passwords as may be reasonably necessary to preserve the security and privacy of the System.

9.4. Municipalities~~Parties~~ shall access only this System through their network connection to Batavia.

9.5. All Municipalities~~parties~~ shall utilize any information from the System only for authorized lawful police purposes.

9.6. Access to the System shall be restricted for use by each Municipality~~party~~'s authorized employees and agents only. Each Municipality~~party~~ shall administer

its own internal procedures, including the issuance of passwords, authorizing employees and agents as users, discontinuing access of former users, and similar matters as may be required for the purposes of this Agreement.

9.7. In the event any Municipalityparty's participation in this Agreement is terminated, the terminated Municipalityparty shall immediately discontinue any usage of the System.

9.8. Batavia shall be promptly notified of any breach in Partner's computer or recordkeeping system that may jeopardize the security or integrity of the System, including the termination of employment of any formerly authorized user of the System, so that appropriate security measures can be implemented.

9.9. In addition to the above-described security and non-disclosure requirements, all Municipalities parties shall comply with all local, state and federal regulations and statutes governing the keeping, use or transmission of personal information or records of any sort which are kept on or accessed through the System, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA).

9.10. Batavia shall administer all internal aspects of the System. Batavia shall also monitor the System as follows:

9.10.1. Use automated means to monitor the availability of the equipment used in the operation of the System, and to notify Batavia Information Systems personnel in the event of a failure.
9.10.2. Install and maintain current anti-virus and anti-spyware software on the System, and use the centralized management services of those software products to notify Batavia Information Systems personnel in the event that a problem is detected.
9.10.3. Review event logs for the various components of the System where available, and take action as necessary to correct problems as identified in the logs.

9.11. All Municipalitiesparties agree that they shall monitor use of the System by their employees and agents as the Municipalityparty may deem necessary to assure that all use is in accordance with their own policies, all applicable laws and this Agreement.

9.12. Partners acknowledge and agree that the New World software is confidential and proprietary to New World. Partners are bound by the same obligations for confidential information as Batavia as more fully set forth in Section 8 of the New World License Agreement.

9.13.   Each Municipalityparty is responsible for their compliance with license requirements for the number of users or workstations in use at their facilities in accordance with the terms of the New World License Agreement.

9.14.   All Municipalitiesparties share the same responsibilities for the initial implementation of the System or the later implementation of additional components. These responsibilities are described in Sections 6.1, 6.2, 6.4, and 6.5 of the New World License Agreement.

9.15.   The Municipalitiesparties agree to share certain kinds of data stored in the System with other law enforcement agencies as directed by the Policy Board.

9.15.1. The Municipalitiesparties may each choose to execute an intergovernmental agreement with the County of Kane, Illinois, for the purpose of sharing data with other users of compatible software. The Partners authorize Batavia to make the necessary network connections and implement the New World software required for operating the data sharing service in support of such agreement. The kinds of data shared will be determined by the Policy Board and the capabilities of the software. Data being shared shall only be used for valid law enforcement purposes.

10. System Software Components and Costs

10.1.   Batavia shall make New World software components available to one or more Municipalitiesparties as indicated in Appendix 2, provided that such Municipalityparty has purchased the necessary user licenses as required by New World. Appendix 2 shall be modified by the Municipalitiesparties as appropriate, without amendment of this Agreement, pursuant to the provisions of Sections 10.2, 10.3, and 10.4 below.

10.2.   The Municipalitiesparties agree to share the costs of services provided by New World during the initial implementation of the System as follows:

10.2.1. Batavia shall pay an agreed proportion of the service costs as if Batavia were the only Municipalityparty implementing the system. The remaining share of the service costs approximately represents the incremental increase in costs created by increasing the scope of the project to include the Partners, and the Partners shall share that cost equally.
10.2.2. Partners shall also share equally the cost of upgrading the New World software license from a single jurisdiction license to a multiple jurisdiction license.
10.2.3. Batavia and St. Charles shall implement the Software Components pertaining to mobile applications, sharing the implementation costs equally.

10.3.   In the event that one or more Municipalitiesparties desires to purchase additional software components or system capabilities, such
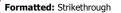
Municipalities~~parties~~ shall provide written authorization to Batavia to purchase the software. The initial purchase cost incurred by Batavia for the software (including, but not limited to, license fees, initial maintenance fees, and installation services) shall be invoiced in an amount divided evenly between those Municipalities~~parties~~. Upon installation of the additional software, Batavia shall make such software available to those Municipalities~~parties~~ that chose to purchase it. Appendix 2 of this Agreement shall be amended accordingly to reflect the additional software and the Municipalities~~parties~~ using it.

10.4.   In the event that a Municipality~~party~~ desires to begin using an installed component that has previously been implemented by other Municipalities~~parties~~ according to Section 10.3, then that Municipality~~party~~ shall provide written authorization to Batavia and pay a proportionate amount of to the initial purchase cost to the other Municipalities~~parties~~ using the component as if that Municipality~~party~~ had participated in the initial implementation and divided the costs equally at that time.

10.5.   In the event that a Municipality~~party~~ needs to purchase user licenses or other New World software that will be installed at that Municipality~~party~~'s agency for that Municipality~~party~~'s exclusive use, that Municipality~~party~~ shall procure such licenses or software directly from New World Systems. That Municipality~~party~~ shall also be directly responsible for any installation costs and for the annual maintenance of such licenses or software. In the event that such a purchase also requires licenses or software to be purchased and installed on the shared application servers in Batavia, then the costs incurred by Batavia for such licenses or software will be divided among the Municipalities~~parties~~ based on their usage as provided in this Section 10.

10.6.   An annual payment for software maintenance costs to New World is required for technical support of the system, such as phone support and software updates. Maintenance costs shall be divided between the Municipalities~~parties~~ as described below.
    10.6.1. Maintenance costs for the software components listed in Appendix 2 that have a fixed price shall be divided equally among the Municipalities~~parties~~ using each component.
    10.6.2. Maintenance costs for user licenses or for software components that are priced based on the number of users shall be divided among the Municipalities~~parties~~ in proportion to the number of user licenses that each party has purchased.

10.7.   Batavia shall invoice Partners for maintenance costs thirty (30) days prior to the date the maintenance payment is due by Batavia to New World.

10.8.   Payments for all invoices issued by Batavia are due thirty (30) days after the invoice date.

10.9.   Batavia owns all title and interest in the data processing equipment, and Batavia is the software licensee with New World. In the event that a Partner terminates their participation in the Agreement, that ~~party~~ Partner shall not be entitled to a refund for any monies paid or costs incurred prior to the termination. Should a ~~party~~ Partner terminate their participation in this Agreement in order to pursue an alternate implementation of the New World software, Batavia shall make all reasonable efforts to work with New World to transfer user licenses or other components bought explicitly and solely on behalf of that ~~party~~ Partner to another New World license agreement.

10.10.   Partners are permitted to engage New World directly to obtain their consulting services for System training or configuration of Partner's equipment. Partner shall arrange to be billed directly by New World for such services, and shall be solely responsible for payment of invoices issued by New World for such services.

~~10.11.   In consideration for its addition as a party to this Agreement, Sugar Grove shall pay to the other parties the following costs:~~

~~a.   The annual New World software maintenance costs cover a period beginning on March 1 and ending on the last day of February in the following calendar year (the "Maintenance Term"). Sugar Grove shall pay a prorated amount of their share of the annual costs based on the day they begin using the system to the end of the Maintenance Term then in effect. Sugar Grove will pay the full amount of their share at the beginning of the next Maintenance Term. Such payment shall be made to Batavia, and Batavia will reduce the maintenance amounts due to Batavia from Geneva and St. Charles accordingly.~~
~~b.   The costs for legal fees directly related to the review of this Amendment as required for passage by the~~ Municipalities~~parties' City Councils. Payment for these costs shall be made directly to each~~ Municipality~~party.~~
~~c.   Costs incurred by the City of Batavia for staff time required to prepare this Amendment, assist Sugar Grove in procuring services and/or licenses from New World, provide Sugar Grove with network access to the System and verify its correct operation, and any other services requested by Sugar Grove in conjunction with their implementation of the System. Such costs will be billed at fifty dollars ($50) per hour. Payment for these costs shall be made to Batavia.~~

~~Sugar Grove shall also be responsible for any software licensing costs and future software maintenance costs payable to New World that are directly attributable to their use of the System.~~

10.12.   The costs for the data sharing services described in section 9.15, including but not limited to network communications, software acquisition, installation, and maintenance costs, shall be shared equally by all Municipalities~~parties~~ participating in the services.

10.13. New World requires its customers to regularly upgrade to newer versions of their software in order to continue receiving support for the software under their Standard Software Maintenance Agreement ("SSMA"). Such upgrades may incur additional costs above and beyond the annual cost of the SSMA. The additional costs may include, but are not limited to, implementation fees from New World, and replacement or expansion of equipment used to operate the System. Batavia shall make reasonable efforts to coordinate the timing of such required upgrades with the Partners to facilitate budgetary planning cycles and to limit the costs as much as possible. The Municipalityparties agree that the costs of such upgrades, including both the initial cost of equipment as well as any related ongoing equipment costs, shall be shared by all users of the affected components of the System as outlined in Appendix 2 based on the number of licenses they own for those components.

10.14. In consideration for its addition as a party to this Agreement, Elburn shall pay to the other parties the following costs:

    a. The annual New World software maintenance costs cover a period beginning on March 1 and ending on the last day of February in the following calendar year (the "Maintenance Term"). Elburn shall pay a prorated amount of their share of the annual costs based on the day they begin using the system to the end of the Maintenance Term then in effect. Elburn will pay the full amount of their share at the beginning of the next Maintenance Term. Such payment shall be made to Batavia, and Batavia will reduce the maintenance amounts due to Batavia from the other Partners accordingly.

    b. The respective Municipalities' costs for legal fees directly related to the review of this Amendment as may be required for passage by the Municipalities' City Councils or Village Boards, for an amount not exceeding two hundred dollars ($200.00) for each Municipality. Elburn shall reimburse each Municipality directly upon receipt of an invoice for such services.

    c. Costs incurred by the City of Batavia for staff time required to prepare this Amendment, assist Elburn in procuring services and/or licenses from New World, provide Elburn with network access to the System and verify its correct operation, and any other services requested by Elburn in conjunction with their implementation of the System. Such costs will be billed at fifty dollars ($50) per hour. Payment for these costs shall be made to Batavia.

Elburn shall also be responsible for any software licensing costs and future software maintenance costs payable to New World that are directly attributable to their use of the System.

10.13.

11. Indemnification

11.1.   Each party hereto shall indemnify and hold harmless the other parties and their agents, employees, officers and elected officials for any and all costs, judgments or damages (including reasonable attorneys fees) arising out of the party's use of the System, including any damages arising out of information contained therein and its accuracy, and shall indemnify and hold harmless such indemnified parties for all official or unofficial use or misuse of the System originating from the party's facilities, equipment, or conducted through the use of any security information specific to the party such as usernames or passwords and for any and all costs, judgments or damages arising therefrom.

11.2.   Partners agree that Batavia shall have no liability for any and all losses of data or information stored on the system or server and any costs associated with the creation, replication or loss of such data and information, or for any downtime as described in Section 7.4, except in cases of gross negligence or malicious intent.

12. Termination

12.1.   A Partner may voluntarily terminate their participation by giving written notice to the other parties ninety (90) days prior to the effective date of termination.

12.2.   Batavia may voluntarily terminate this Agreement by giving written notice to the other parties twenty-four (24) months prior to the effective date of termination. Such termination may be effected earlier with unanimous consent of the other parties.

12.3.   If a Partner is in default of their obligations hereunder, then Batavia shall send that party a written notice of default. The defaulting party shall have thirty (30) days to cure the default condition. If the default is not cured after that time, the defaulting party's participation in this Agreement shall be terminated.

12.4.   Regardless of the manner in which the termination is effected, the terminated party shall pay its proportionate share of the annual maintenance costs through the end of the then-current annual period of the Standard Software Maintenance Agreement, described in Exhibit C of the New World License Agreement.

13. General Provisions

13.1.   This Agreement may be amended in writing at any time by all of the parties to the Agreement. Amendments shall refer back to this Agreement and to subsequent amendments, if any, on the same subject and shall specify the

language to be changed or added. The execution of any amendment shall be authorized by passage of an appropriate ordinance by the corporate authorities of each party.

13.2.   If any part of this Agreement is adjudged invalid, such adjudication shall not affect the validity of the Agreement as a whole or of any other part.

13.3.   Any notice required hereunder shall be deemed to be given on the date of mailing if sent by registered or certified mail, return receipt requested, to the address or addresses of the parties following their signatures at the end of this Agreement.

13.4.   Paragraph titles are descriptive only and do not in any way limit or expand the scope of this Agreement, which is not transferable by any party hereto.

CITY OF BATAVIA, an Illinois
Municipal Corporation,

By:_____
      Its Mayor

Attest:

By:_____
      Its City Clerk

Executed this ___ day of _____, 2014

VILLAGE OF ELBURN,
an Illinois Municipal Corporation,

By:_____
      Its Village President

Attest:

By:_____
      Its Village Clerk

Executed this ___ day of _____, 2014

CITY OF GENEVA, an Illinois
Municipal Corporation,

By:_____
      Its Mayor

Attest:

By:_____
      Its City Clerk

Executed this ___ day of _____, 2014

CITY OF ST. CHARLES,
an Illinois Municipal Corporation,

By:_____
      Its Mayor

Attest:

By:_____
      Its City Clerk

Executed this ___ day of _____, 2014

VILLAGE OF SUGAR GROVE,
an Illinois Municipal Corporation,

By:_____
      Its Village President

Attest:

By:_____
      Its Village Clerk

Executed this ____ day of _____, 2014

Appendix 1
Geographic Information Systems (GIS) Data License

This Appendix 1 grants certain limited rights to use the electronic data and documentation generated from the ~~parties'~~ Municipalities' GIS spatial or tabular datasets (hereinafter, "Datasets"). All rights not specifically granted in this Agreement are reserved to the party who created the Datasets.

1. **Reservation of Ownership and Grant of License**

   1.1. Each Municipality~~party~~ retains exclusive rights, title, and ownership of the copy of the Datasets licensed under this Appendix and grants to the user a personal, nonexclusive, nontransferable license to use the data on the terms and conditions of this Agreement. From the date of receipt, each Municipality~~party~~ agrees to use reasonable effort to protect the Datasets from unauthorized use, reproduction, distribution, or publication.

2. **Use**

   2.1. Municipalities ~~Parties to this Agreement~~ shall not sublicense, sell, rent, lease, loan, transfer, assign, or provide access to electronic versions of the Datasets, in whole or part, to third parties, including clients or contractors. Printed versions of all or portions of the Datasets may only be provided to contractors as part of a larger service that is contracted by a Municipality~~party~~.

   2.2. Each Municipality~~party~~ may produce maps, tables, and/or reports using all or portions of the Datasets provided. The appropriate Municipality~~party~~ must be cited as the source of the Datasets in all products, publications, or presentation containing all or portions of the Datasets. Users of the Datasets must also cite the source of any modifications or analysis performed on the Datasets.

   2.3. Each Municipality~~party~~ is solely responsible for any interpretation or manipulation of the Datasets, and the Municipalities ~~parties~~ are strongly encouraged to collaborate with the party that created the Datasets on all analyses in order to ensure full understanding of the appropriate use of the Datasets.

   2.4. Municipalities~~Parties~~ shall not use the Datasets as the primary criteria for regulatory permitting decisions.

   2.5. Municipalities~~Parties~~ shall not use the Datasets to replace or modify land surveys, deeds, and/or other legal instruments defining land ownership and use. Any utilities contained within the Datasets have not been JULIE located. Please contact (800) 892-0123 for compliance with Illinois Compiled Statue 220 ILCS 50/1 et seq. prior to excavation.

3. **Liability**

3.1. The Datasets contain information from publicly available sources. Each Municipalityparty has developed the Datasets for their internal use. Independent verification of all information derived from the Datasets is strongly recommended.

3.2. Each Municipalityparty makes no warranties, expressed or implied, including without limitation, any warranties of merchantability or fitness for a particular purpose. Independent verification of all information derived from the Datasets is strongly recommended.

3.3. Each Municipalityparty and its elected or appointed officials, agents, consultants, contractors and employees shall not be liable for any loss of profits, consequential or incidental damages, or claims against the consumer by third parties that arise from the use of the Datasets. Each Municipalityparty shall indemnify and hold harmless the Municipality party that owns the Datasets from any and all liability claims or damages to any person or property arising from or connected with the use of the Datasets.

4. Updates

4.1. The Datasets shall be updated on a regular basis as mutually agreed by the Municipalitiesparties.

Appendix 2
New World Software Components In Use

Installed Component	Parties Using Component
Aegis/MSP Base Law Enforcement (LE) Records*	Batavia, Sugar Grove, Geneva, St. Charles, Elburn
Aegis/MSP Federal and State Compliance Reporting for LE Records	Batavia, Sugar Grove, Geneva, St. Charles, Elburn
Additional Aegis/MSP Software for LE Records	
Alarm Tracking and Billing	Batavia, Sugar Grove, Geneva, St. Charles, Elburn
Bicycle Registration	Batavia, Sugar Grove, Geneva, St. Charles, Elburn
Bookings	Batavia, Sugar Grove, Geneva, St. Charles, Elburn
Case Management	Batavia, Sugar Grove, Geneva, St. Charles, Elburn
Demographic Profiling Reporting	Batavia, Sugar Grove, Geneva, St. Charles, Elburn
Gang Tracking	Batavia, Sugar Grove, Geneva, St. Charles, Elburn
Aegis/MSP Third-Party Interface Software Livescan Interface for Identix	Batavia, St. Charles
Aegis/MSP Data Analysis / Crime Mapping / Management Reporting*	Batavia, Sugar Grove, Geneva, St. Charles, Elburn
Aegis/MSP Imaging Software	Batavia, Sugar Grove, Geneva, St. Charles, Elburn
Mobile Messaging Software*	
Software for RS/6000 Message Switch	Batavia, St. Charles
MDT/MCT Base RMS Interface	Batavia, St. Charles
Mobile Management Server Software*	
Base CAD/RMS/NCIC/Messaging Package	Batavia, St. Charles
Field Reporting	Batavia, St. Charles
Field Reporting Data Merge	Batavia, St. Charles
Mobile Client Software*	
LE Field Reporting (Federal Standards)	Batavia, St. Charles
LE Field Reporting Compliance	Batavia, St. Charles
Mobile Upload of Field Reports	Batavia, St. Charles

* indicates component pricing varies based on number of users

RESTATED
Intergovernmental Agreement
For Tri-City Police Records

This Agreement which was made and entered into on the Fourth day of September 2007, was amended by restatement on April 1, 2013 and September 16, 2013, and is hereby amended this 23rd day of June, 2014 by restating the Agreement in its entirety.

The CITY OF BATAVIA, located in Kane and DuPage Counties, Illinois,
the VILLAGE OF ELBURN, located in Kane County, Illinois,
the CITY OF GENEVA, located in Kane County, Illinois,
the CITY OF ST. CHARLES, located in Kane and DuPage Counties, Illinois,
and the VILLAGE OF SUGAR GROVE, located in Kane County, Illinois,
hereby agree as follows:

1. Parties

   1.1. Each of the parties to this Agreement is a municipal corporation organized and existing under the authority of the Municipal Code of 1961 (Illinois Compiled Statutes) and predecessor statutes. Each municipal corporation shall hereinafter be called "Batavia," "Elburn," "Geneva," "St. Charles," or "Sugar Grove" as the context may require, and collectively may be referred to as "Municipalities."

2. Purpose

   2.1. The purpose of this Agreement is to unite the parties in a cooperative agreement to share data processing equipment and software used to provide electronic records management services for the Police Departments in each municipality. The Municipalities agree that combining records will facilitate inter-department communication and cooperation, thus serving the citizens of all communities effectively.

3. Name

   3.1. For convenient reference, the name by which this Agreement shall be known is the "Tri-City Police Records Agreement."

4. Legal Basis

   4.1. This Agreement is executed pursuant to the provisions of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et. seq.*, and other legal authority.

5. Definitions

5.1. "New World" – New World Systems Corporation, a Michigan Corporation.

5.2. "New World License Agreement" – The agreement between Batavia and New World entitled "New World Standard Software License and Services Agreement" executed on February 19, 2007.

5.3. "System" – A combination of the software licensed from New World in the New World License Agreement and certain data processing equipment purchased by Batavia for the purpose of operating the New World software. The System shall be comprised of the actual operational equipment, software and data, as well as a second copy of the core New World records software for purposes such as testing the New World software or training personnel.

5.4. "Partners" – All of the Municipalities other than Batavia.

5.5. "Geographic Information Systems (GIS) Data License" – Terms as outlined in Appendix 1, which is attached hereto and incorporated into this Agreement.

6. Term of Agreement

6.1 The Term of this Agreement shall be in effect for a period of three (3) years, beginning March 1, 2007, and ending February 29, 2010. Thereafter it shall automatically be renewed with no affirmative action by the parties for successive three (3) year periods commencing March 1 of each year until notice of termination is given as provided in Section 12. The parties hereto acknowledge that the duration of the initial and renewal terms of this Agreement is authorized pursuant to Paragraph 8-1-7 (b) of the Illinois Municipal Code (65 ILCS 5/8-1-7(b)).

7. Services Provided by Batavia

7.1. Batavia shall provide the Partners with electronic access to the System. Partners shall also be permitted to utilize services from Batavia or from New World as provided in this section.

7.2. Batavia shall provide system management and administration functions for the System, including the following:
   7.2.1. Installation, configuration, and administration of the operating system on each piece of equipment;
   7.2.2. Installation of patches and upgrades to the operating systems;
   7.2.3. Regular backups of the operating systems, software, and data in accordance with Batavia policies and procedures;
   7.2.4. Installation and overall administration of the New World software and database system;
   7.2.5. Installation of patches and upgrades to the New World software and database system;

7.2.6. Maintenance of network equipment and infrastructure owned or operated by Batavia;

7.2.7. For the purposes of compliance with any requests for information under the provisions of the Illinois Freedom of Information Act (5 ILCS 140/7 et. seq.), hereinafter referred to as "FOIA", Batavia shall not be an agent of the Partners; and

7.2.8. Incorporate GIS map data provided by the Partners into the System and update the data as provided in Section 4 of Appendix 1.

7.3. The Municipalities shall have access to the New World software components as described in Section 10. The Municipalities shall also have access to their data stored in the database system used by the New World software.

7.4. Batavia shall undertake reasonable efforts to ensure access to the System but shall not, under any circumstances, guarantee the access to use the System. Certain events or circumstances, including but not limited to, hardware or software failures, may result in unscheduled downtime of the System. Batavia shall respond in a reasonable fashion to all unscheduled downtime and shall make reasonable efforts to prevent such unscheduled downtime.

7.5. From time to time, the System will require scheduled downtime for maintenance, repair or other purposes. Batavia shall attempt to minimize the period of downtime and shall provide reasonable notice to Partners of the expected time and duration of downtime. Such downtime shall be scheduled during pre-arranged, mutually agreeable time periods, and whenever possible, scheduled to avoid periods during unusual circumstances such as festivals or other events.

7.6. Batavia shall take reasonable action to protect the integrity of the System or other data processing systems operated by Batavia if a security breach is identified. Such action may require temporary interruption of services to the Partners. Batavia shall make reasonable efforts to promptly address the situation, including working with the Partners as necessary to remedy the problem.

7.7. Batavia shall not make any planned changes to the System or the means by which the Partners communicate with the System that could be reasonably expected to adversely affect the Partners' ability to use the system without prior consent from all Partners.

7.8. Each Municipality shall designate one or more people from their organization that shall be authorized to contact New World in order receive telephone support for the use of the System, subject to any limitations imposed by New World.

7.9. Partners are responsible for procuring all necessary equipment for them to access the System. Each Municipality is also solely responsible for all costs of maintaining, repairing or operating their equipment, including any equipment required to access the System.

7.10.   Batavia shall, to the extent of its capability, assist Partners in obtaining necessary technical data to ensure compatibility of Partners' computers and related equipment with the System. Batavia shall also make reasonable efforts to coordinate communications between a Partner and New World as necessary to facilitate the Partner's access to the System.

8. Governance of System Operation

8.1. A Policy Board shall be established to provide all Municipalities with equal participation in certain decisions regarding the operation of the System as set forth in this section. The Policy Board shall not have the authority to bind or otherwise limit the Partners.

8.2. The Policy Board shall be comprised of the Chief of Police, or their assigned representative, of each of the Municipalities.

8.3. Policy Board meetings may be called by any member of the Policy Board by providing notice to all other members at least forty-eight (48) hours in advance of the meeting time.

8.4. Each member of the Policy Board shall be entitled to cast one (1) vote on each matter brought to a meeting of the Policy Board for action. A quorum, defined as the majority of the members of the Policy Board, is required for the Policy Board to take action.

8.5. A majority vote of the Policy Board is required to successfully pass an action on items presented to the Policy Board.

8.6. The Policy Board shall act on matters related to policies, procedures, and other operational matters that require the cooperation of the parties in order to use or operate the System in an effective manner.

8.7. The Policy Board shall act on changes in the New World software components and/or the Municipalities using particular components as outlined in Section 10. When changes are agreed upon by the Policy Board, the Policy Board shall recommend to the Municipalities' City Councils that they, jointly and severally, take such necessary action to modify this Agreement accordingly, and, if required, to authorize any related expenditures.

8.8. The Policy Board shall act to determine the terms and length of a renewal of the Standard Software Maintenance Agreement ("SSMA") between Batavia and New World. The Policy Board will then recommend to the Municipalities' City Councils that they take action to execute the agreement with New World and to authorize any related expenditures. To enter into a renewal term longer than three (3) years, the Policy Board must agree by unanimous vote rather than a majority

vote. Should the Policy Board fail to successfully approve the renewal prior to the expiration date of the then-current term, then Batavia shall have the right, at its option, to renew the SSMA for one (1) year, fifteen (15) days prior to the expiration of the then-current term.

8.9. The Policy Board shall not take any action that would violate or otherwise conflict with the New World License Agreement.

8.10.   The Policy Board shall, as it deems necessary, create committees for collaboration between the Municipalities on various functional or technical aspects of the System. Such committees shall be structured to provide equal representation from all Municipalities.

9. Permitted Uses

9.1. Subject to the provisions relating to FOIA requests, there shall be no release or publication of data stored in the System that was entered by another Municipality without the entering Municipality's prior written approval. In the event that one Municipality receives a request for information under the provisions of FOIA that may require a release of information that was not entered by that Municipality, then that Municipality shall notify the entering Municipality that such a request has been made. The Municipality receiving such a request shall process it using their policies and procedures for similar requests made under the provisions of FOIA.

9.2. Partners shall be permitted to utilize the System for the purpose of operating the New World software. All use of the system by the Partners shall be consistent with the New World License Agreement.

9.3. All information stored on the System shall be accessible only through a password-protected login, and each Municipality shall restrict access to its respective passwords as may be reasonably necessary to preserve the security and privacy of the System.

9.4. Municipalities shall access only this System through their network connection to Batavia.

9.5. All Municipalities shall utilize any information from the System only for authorized lawful police purposes.

9.6. Access to the System shall be restricted for use by each Municipality's authorized employees and agents only. Each Municipality shall administer its own internal procedures, including the issuance of passwords, authorizing employees and agents as users, discontinuing access of former users, and similar matters as may be required for the purposes of this Agreement.

9.7. In the event any Municipality's participation in this Agreement is terminated, the terminated Municipality shall immediately discontinue any usage of the System.

9.8. Batavia shall be promptly notified of any breach in Partner's computer or recordkeeping system that may jeopardize the security or integrity of the System, including the termination of employment of any formerly authorized user of the System, so that appropriate security measures can be implemented.

9.9. In addition to the above-described security and non-disclosure requirements, all Municipalities shall comply with all local, state and federal regulations and statutes governing the keeping, use or transmission of personal information or records of any sort which are kept on or accessed through the System, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA).

9.10. Batavia shall administer all internal aspects of the System. Batavia shall also monitor the System as follows:

9.10.1. Use automated means to monitor the availability of the equipment used in the operation of the System, and to notify Batavia Information Systems personnel in the event of a failure.

9.10.2. Install and maintain current anti-virus and anti-spyware software on the System, and use the centralized management services of those software products to notify Batavia Information Systems personnel in the event that a problem is detected.

9.10.3. Review event logs for the various components of the System where available, and take action as necessary to correct problems as identified in the logs.

9.11. All Municipalities agree that they shall monitor use of the System by their employees and agents as the Municipality may deem necessary to assure that all use is in accordance with their own policies, all applicable laws and this Agreement.

9.12. Partners acknowledge and agree that the New World software is confidential and proprietary to New World. Partners are bound by the same obligations for confidential information as Batavia as more fully set forth in Section 8 of the New World License Agreement.

9.13. Each Municipality is responsible for their compliance with license requirements for the number of users or workstations in use at their facilities in accordance with the terms of the New World License Agreement.

9.14. All Municipalities share the same responsibilities for the initial implementation of the System or the later implementation of additional

components. These responsibilities are described in Sections 6.1, 6.2, 6.4, and 6.5 of the New World License Agreement.

9.15.   The Municipalities agree to share certain kinds of data stored in the System with other law enforcement agencies as directed by the Policy Board.

9.15.1. The Municipalities may each choose to execute an intergovernmental agreement with the County of Kane, Illinois, for the purpose of sharing data with other users of compatible software. The Partners authorize Batavia to make the necessary network connections and implement the New World software required for operating the data sharing service in support of such agreement. The kinds of data shared will be determined by the Policy Board and the capabilities of the software. Data being shared shall only be used for valid law enforcement purposes.

10. System Software Components and Costs

10.1.   Batavia shall make New World software components available to one or more Municipalities as indicated in Appendix 2, provided that such Municipality has purchased the necessary user licenses as required by New World. Appendix 2 shall be modified by the Municipalities as appropriate, without amendment of this Agreement, pursuant to the provisions of Sections 10.2, 10.3, and 10.4 below.

10.2.   The Municipalities agree to share the costs of services provided by New World during the initial implementation of the System as follows:

10.2.1. Batavia shall pay an agreed proportion of the service costs as if Batavia were the only Municipality implementing the system. The remaining share of the service costs approximately represents the incremental increase in costs created by increasing the scope of the project to include the Partners, and the Partners shall share that cost equally.
10.2.2. Partners shall also share equally the cost of upgrading the New World software license from a single jurisdiction license to a multiple jurisdiction license.
10.2.3. Batavia and St. Charles shall implement the Software Components pertaining to mobile applications, sharing the implementation costs equally.

10.3.   In the event that one or more Municipalities desire to purchase additional software components or system capabilities, such Municipalities shall provide written authorization to Batavia to purchase the software. The initial purchase cost incurred by Batavia for the software (including, but not limited to, license fees, initial maintenance fees, and installation services) shall be invoiced in an amount divided evenly between those Municipalities. Upon installation of the additional software, Batavia shall make such software available to those Municipalities that chose to purchase it. Appendix 2 of this Agreement shall be

amended accordingly to reflect the additional software and the Municipalities using it.

10.4.　　In the event that a Municipality desires to begin using an installed component that has previously been implemented by other Municipalities according to Section 10.3, then that Municipality shall provide written authorization to Batavia and pay a proportionate amount of to the initial purchase cost to the other Municipalities using the component as if that Municipality had participated in the initial implementation and divided the costs equally at that time.

10.5.　　In the event that a Municipality needs to purchase user licenses or other New World software that will be installed at that Municipality's agency for that Municipality's exclusive use, that Municipality shall procure such licenses or software directly from New World Systems. That Municipality shall also be directly responsible for any installation costs and for the annual maintenance of such licenses or software. In the event that such a purchase also requires licenses or software to be purchased and installed on the shared application servers in Batavia, then the costs incurred by Batavia for such licenses or software will be divided among the Municipalities based on their usage as provided in this Section 10.

10.6.　　An annual payment for software maintenance costs to New World is required for technical support of the system, such as phone support and software updates. Maintenance costs shall be divided between the Municipalities as described below.

10.6.1. Maintenance costs for the software components listed in Appendix 2 that have a fixed price shall be divided equally among the Municipalities using each component.

10.6.2. Maintenance costs for user licenses or for software components that are priced based on the number of users shall be divided among the Municipalities in proportion to the number of user licenses that each party has purchased.

10.7.　　Batavia shall invoice Partners for maintenance costs thirty (30) days prior to the date the maintenance payment is due by Batavia to New World.

10.8.　　Payments for all invoices issued by Batavia are due thirty (30) days after the invoice date.

10.9.　　Batavia owns all title and interest in the data processing equipment, and Batavia is the software licensee with New World. In the event that a Partner terminates their participation in the Agreement, that Partner shall not be entitled to a refund for any monies paid or costs incurred prior to the termination. Should a Partner terminate their participation in this Agreement in order to pursue an alternate implementation of the New World software, Batavia shall make all

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reasonable efforts to work with New World to transfer user licenses or other components bought explicitly and solely on behalf of that Partner to another New World license agreement.

10.10. Partners are permitted to engage New World directly to obtain their consulting services for System training or configuration of Partner's equipment. Partner shall arrange to be billed directly by New World for such services, and shall be solely responsible for payment of invoices issued by New World for such services.

10.11. ~~In consideration for its addition as a party to this Agreement, Sugar Grove shall pay to the other parties the following costs:~~
   a. ~~The annual New World software maintenance costs cover a period beginning on March 1 and ending on the last day of February in the following calendar year (the "Maintenance Term"). Sugar Grove shall pay a prorated amount of their share of the annual costs based on the day they begin using the system to the end of the Maintenance Term then in effect. Sugar Grove will pay the full amount of their share at the beginning of the next Maintenance Term. Such payment shall be made to Batavia, and Batavia will reduce the maintenance amounts due to Batavia from Geneva and St. Charles accordingly.~~
   b. ~~The costs for legal fees directly related to the review of this Amendment as required for passage by the Municipalities' City Councils. Payment for these costs shall be made directly to each Municipality.~~
   c. ~~Costs incurred by the City of Batavia for staff time required to prepare this Amendment, assist Sugar Grove in procuring services and/or licenses from New World, provide Sugar Grove with network access to the System and verify its correct operation, and any other services requested by Sugar Grove in conjunction with their implementation of the System. Such costs will be billed at fifty dollars ($50) per hour. Payment for these costs shall be made to Batavia.~~

   ~~Sugar Grove shall also be responsible for any software licensing costs and future software maintenance costs payable to New World that are directly attributable to their use of the System.~~

10.12. The costs for the data sharing services described in section 9.15, including but not limited to network communications, software acquisition, installation, and maintenance costs, shall be shared equally by all Municipalities participating in the services.

10.13. New World requires its customers to regularly upgrade to newer versions of their software in order to continue receiving support for the software under their Standard Software Maintenance Agreement ("SSMA"). Such upgrades may incur additional costs above and beyond the annual cost of the SSMA. The additional costs may include, but are not limited to, implementation fees from

New World, and replacement or expansion of equipment used to operate the System. Batavia shall make reasonable efforts to coordinate the timing of such required upgrades with the Partners to facilitate budgetary planning cycles and to limit the costs as much as possible. The Municipality agree that the costs of such upgrades, including both the initial cost of equipment as well as any related ongoing equipment costs, shall be shared by all users of the affected components of the System as outlined in Appendix 2 based on the number of licenses they own for those components.

10.14.   In consideration for its addition as a party to this Agreement, Elburn shall pay to the other parties the following costs:

a. The annual New World software maintenance costs cover a period beginning on March 1 and ending on the last day of February in the following calendar year (the "Maintenance Term"). Elburn shall pay a prorated amount of their share of the annual costs based on the day they begin using the system to the end of the Maintenance Term then in effect. Elburn will pay the full amount of their share at the beginning of the next Maintenance Term. Such payment shall be made to Batavia, and Batavia will reduce the maintenance amounts due to Batavia from the other Partners accordingly.

b. The respective Municipalities' costs for legal fees directly related to the review of this Amendment as may be required for passage by the Municipalities' City Councils or Village Boards, for an amount not exceeding two hundred dollars ($200.00) for each Municipality. Elburn shall reimburse each Municipality directly upon receipt of an invoice for such services.

c. Costs incurred by the City of Batavia for staff time required to prepare this Amendment, assist Elburn in procuring services and/or licenses from New World, provide Elburn with network access to the System and verify its correct operation, and any other services requested by Elburn in conjunction with their implementation of the System. Such costs will be billed at fifty dollars ($50) per hour. Payment for these costs shall be made to Batavia.

Elburn shall also be responsible for any software licensing costs and future software maintenance costs payable to New World that are directly attributable to their use of the System.

11. Indemnification

11.1.   Each party hereto shall indemnify and hold harmless the other parties and their agents, employees, officers and elected officials for any and all costs, judgments or damages (including reasonable attorneys fees) arising out of the

party's use of the System, including any damages arising out of information contained therein and its accuracy, and shall indemnify and hold harmless such indemnified parties for all official or unofficial use or misuse of the System originating from the party's facilities, equipment, or conducted through the use of any security information specific to the party such as usernames or passwords and for any and all costs, judgments or damages arising therefrom.

11.2.   Partners agree that Batavia shall have no liability for any and all losses of data or information stored on the system or server and any costs associated with the creation, replication or loss of such data and information, or for any downtime as described in Section 7.4, except in cases of gross negligence or malicious intent.

12. Termination

12.1.   A Partner may voluntarily terminate their participation by giving written notice to the other parties ninety (90) days prior to the effective date of termination.

12.2.   Batavia may voluntarily terminate this Agreement by giving written notice to the other parties twenty-four (24) months prior to the effective date of termination. Such termination may be effected earlier with unanimous consent of the other parties.

12.3.   If a Partner is in default of their obligations hereunder, then Batavia shall send that party a written notice of default. The defaulting party shall have thirty (30) days to cure the default condition. If the default is not cured after that time, the defaulting party's participation in this Agreement shall be terminated.

12.4.   Regardless of the manner in which the termination is effected, the terminated party shall pay its proportionate share of the annual maintenance costs through the end of the then-current annual period of the Standard Software Maintenance Agreement, described in Exhibit C of the New World License Agreement.

13. General Provisions

13.1.   This Agreement may be amended in writing at any time by all of the parties to the Agreement. Amendments shall refer back to this Agreement and to subsequent amendments, if any, on the same subject and shall specify the language to be changed or added. The execution of any amendment shall be authorized by passage of an appropriate ordinance by the corporate authorities of each party.

13.2.   If any part of this Agreement is adjudged invalid, such adjudication shall not affect the validity of the Agreement as a whole or of any other part.

13.3.   Any notice required hereunder shall be deemed to be given on the date of mailing if sent by registered or certified mail, return receipt requested, to the address or addresses of the parties following their signatures at the end of this Agreement.

13.4.   Paragraph titles are descriptive only and do not in any way limit or expand the scope of this Agreement, which is not transferable by any party hereto.

CITY OF BATAVIA, an Illinois
Municipal Corporation,

By:_____

      Its Mayor

Attest:

By:_____

      Its City Clerk

Executed this ___day of _____, 2014

CITY OF GENEVA, an Illinois
Municipal Corporation,

By:_____

      Its Mayor

Attest:

By:_____

      Its City Clerk

Executed this ___day of _____, 2014

VILLAGE OF SUGAR GROVE,
an Illinois Municipal Corporation,

By:_____

      Its Village President

Attest:

By:_____

      Its Village Clerk

Executed this ___day of _____, 2014

VILLAGE OF ELBURN,
an Illinois Municipal Corporation,

By:_____

      Its Village President

Attest:

By:_____

      Its Village Clerk

Executed this ___day of _____, 2014

CITY OF ST. CHARLES,
an Illinois Municipal Corporation,

By:_____

      Its Mayor

Attest:

By:_____

      Its City Clerk

Executed this ___day of _____, 2014

Appendix 1
Geographic Information Systems (GIS) Data License

This Appendix 1 grants certain limited rights to use the electronic data and documentation generated from the Municipalities' GIS spatial or tabular datasets (hereinafter, "Datasets"). All rights not specifically granted in this Agreement are reserved to the party who created the Datasets.

1. **Reservation of Ownership and Grant of License**

    1.1. Each Municipality retains exclusive rights, title, and ownership of the copy of the Datasets licensed under this Appendix and grants to the user a personal, nonexclusive, nontransferable license to use the data on the terms and conditions of this Agreement. From the date of receipt, each Municipality agrees to use reasonable effort to protect the Datasets from unauthorized use, reproduction, distribution, or publication.

2. **Use**

    2.1. Municipalities shall not sublicense, sell, rent, lease, loan, transfer, assign, or provide access to electronic versions of the Datasets, in whole or part, to third parties, including clients or contractors. Printed versions of all or portions of the Datasets may only be provided to contractors as part of a larger service that is contracted by a Municipality.

    2.2. Each Municipality may produce maps, tables, and/or reports using all or portions of the Datasets provided. The appropriate Municipality must be cited as the source of the Datasets in all products, publications, or presentation containing all or portions of the Datasets. Users of the Datasets must also cite the source of any modifications or analysis performed on the Datasets.

    2.3. Each Municipality is solely responsible for any interpretation or manipulation of the Datasets, and the Municipalities are strongly encouraged to collaborate with the party that created the Datasets on all analyses in order to ensure full understanding of the appropriate use of the Datasets.

    2.4. Municipalities shall not use the Datasets as the primary criteria for regulatory permitting decisions.

    2.5. Municipalities shall not use the Datasets to replace or modify land surveys, deeds, and/or other legal instruments defining land ownership and use. Any utilities contained within the Datasets have not been JULIE located. Please contact (800) 892-0123 for compliance with Illinois Compiled Statue 220 ILCS 50/1 et seq. prior to excavation.

3. **Liability**

3.1. The Datasets contain information from publicly available sources. Each Municipality has developed the Datasets for their internal use. Independent verification of all information derived from the Datasets is strongly recommended.

3.2. Each Municipality makes no warranties, expressed or implied, including without limitation, any warranties of merchantability or fitness for a particular purpose. Independent verification of all information derived from the Datasets is strongly recommended.

3.3. Each Municipality and its elected or appointed officials, agents, consultants, contractors and employees shall not be liable for any loss of profits, consequential or incidental damages, or claims against the consumer by third parties that arise from the use of the Datasets. Each Municipality shall indemnify and hold harmless the Municipality that owns the Datasets from any and all liability claims or damages to any person or property arising from or connected with the use of the Datasets.

4. Updates

4.1. The Datasets shall be updated on a regular basis as mutually agreed by the Municipalities.

Appendix 2
New World Software Components In Use

Installed Component	Parties Using Component
Aegis/MSP Base Law Enforcement (LE) Records*	Batavia, Sugar Grove, Geneva, St. Charles, Elburn
Aegis/MSP Federal and State Compliance Reporting for LE Records	Batavia, Sugar Grove, Geneva, St. Charles, Elburn
Additional Aegis/MSP Software for LE Records Alarm Tracking and Billing	Batavia, Sugar Grove, Geneva, St. Charles, Elburn
Bicycle Registration	Batavia, Sugar Grove, Geneva, St. Charles, Elburn
Bookings	Batavia, Sugar Grove, Geneva, St. Charles, Elburn
Case Management	Batavia, Sugar Grove, Geneva, St. Charles, Elburn
Demographic Profiling Reporting	Batavia, Sugar Grove, Geneva, St. Charles, Elburn
Gang Tracking	Batavia, Sugar Grove, Geneva, St. Charles, Elburn
Aegis/MSP Third-Party Interface Software Livescan Interface for Identix	Batavia, St. Charles
Aegis/MSP Data Analysis / Crime Mapping / Management Reporting*	Batavia, Sugar Grove, Geneva, St. Charles, Elburn
Aegis/MSP Imaging Software	Batavia, Sugar Grove, Geneva, St. Charles, Elburn
Mobile Messaging Software* Software for RS/6000 Message Switch MDT/MCT Base RMS Interface	Batavia, St. Charles Batavia, St. Charles
Mobile Management Server Software* Base CAD/RMS/NCIC/Messaging Package Field Reporting Field Reporting Data Merge	Batavia, St. Charles Batavia, St. Charles Batavia, St. Charles
Mobile Client Software* LE Field Reporting (Federal Standards) LE Field Reporting Compliance Mobile Upload of Field Reports	Batavia, St. Charles Batavia, St. Charles Batavia, St. Charles

* indicates component pricing varies based on number of users