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STATE OF ILLINOIS

MADISON COUNTY

12/11/2014 3:49 PM

AMY M. MEYER, RECORDER

REC FEE: 31.00

CO STAMP FEE:

ST STAMP FEE:

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RHSPS FEE:

OF PAGES: 7

RETURN TO:

**JAMIE MYERS
CLERK, CITY OF TROY
116 E. MARKET
TROY, IL 62294**

CITY OF TROY

ORDINANCE NO. 2014 - 14

31.00

AN ORDINANCE OF THE CITY OF TROY, ILLINOIS, AUTHORIZING THE CITY TO ENTER INTO AND THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TROY AND MADISON COUNTY, ILLINOIS, RELATING TO THE COMPUTER AIDED DISPATCH/RECORDS MANAGEMENT SYSTEM EXPANSION PROJECT

**ADOPTED BY THE
CITY COUNCIL OF THE
CITY OF TROY, ILLINOIS
THIS 21st DAY OF JULY, 2014**

Published in pamphlet form by the authority of the City Council of the City of Troy, Madison County, Illinois, this 21st day of July, 2014.

ORDINANCE NO. 2014 - 14

AN ORDINANCE OF THE CITY OF TROY, ILLINOIS, AUTHORIZING THE CITY TO ENTER INTO AND THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TROY AND MADISON COUNTY, ILLINOIS, RELATING TO THE COMPUTER AIDED DISPATCH/RECORDS MANAGEMENT SYSTEM EXPANSION PROJECT

WHEREAS, pursuant to the provisions of Article VII, Section 10 of the Illinois Constitution, and the Intergovernmental Cooperation Act (5 ILCS 220/1), the City of Troy, Illinois, and Madison County, Illinois, agree that it is in the best interest of the City and the County, respectively, to enter into an Intergovernmental Agreement relating to the Computer-Aided Dispatch/Records Management System Expansion Project; and

WHEREAS, the Mayor and the City Council of the City of Troy, Illinois, believe it is in the best interest of the City to enter into an Intergovernmental Agreement between the City of Troy and Madison County, Illinois, setting forth the obligations of the City and County with respect to the Project.

NOW, THEREFORE, be it ordained by the Mayor and the City Council of the City of Troy, Madison County, Illinois as follows:

SECTION 1. The Intergovernmental Agreement between the City of Troy and Madison County, Illinois, a copy of which is attached hereto as Exhibit "A", is hereby approved and adopted.

SECTION 2. The Mayor of the City of Troy, Illinois, is hereby authorized and directed to execute the Intergovernmental Agreement.

SECTION 3. If any section or provision of this Ordinance is declared invalid for any reason, such invalidity shall not affect or impair any of the remaining sections or provisions of this Ordinance which can be given effect without the invalid section or provision, and to this end, the sections and provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall be effective upon its passage, signing and publication as required by law.

PASSED by the City Council of the City of Troy, Madison County, Illinois, approved by the Mayor, and deposited in the office of the City Clerk this 21st day of July, 2014.

Those voting aye: DeCarli, Evans, Hendrickson,
Jackson, Lananan, Partney

Those voting nay: _____

Those absent: Greenfield, Italiano

APPROVED:

By: Allen Adomite

ALLEN ADOMITE, Mayor
City of Troy, Illinois

ATTEST:

BY:

Jamie Myers

JAMIE MYERS, Clerk
City of Troy, Illinois

(SEAL)



Madison County Board
Alan J. Dunstan, Chairman

Madison County Administration Building
157 N. Main Street, Suite 165 • Edwardsville, IL 62025-1963
Phone (618) 296-4341 • Fax (618) 296-4855
email: cboard@co.madison.il.us

Joseph D. Parente
County Administrator

October 31, 2014

The Honorable Allen Adomite, Mayor
City of Troy
116 East Market Street
Troy, IL 62294

Chief Brad Parsons
City of Troy
116 East Market Street
Troy, IL 62294

Dear Gentlemen:

Enclosed please find an executed copy of the Intergovernmental Agreement for the Computer-Aided Dispatch/Records Management system project. The agreement was recently adopted by the Madison County Board.

Thank you for becoming a partner with Madison County in sharing resources to better serve our units of government, as well as our citizens.

Please feel free to contact me if I may be of assistance to your community.

Sincerely,

A handwritten signature in blue ink that reads "Alan J. Dunstan".

Alan J. Dunstan
Madison County Board Chairman

ajd

Attachment

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF TROY, IL AND COUNTY OF MADISON, IL
Computer-Aided Dispatch/Records Management System Expansion Project

This Agreement is made and entered into by and between the COUNTY of Madison, acting by and through its governing body, the County Board, hereinafter referred to as COUNTY, and the CITY of Troy acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Madison County, State of Illinois, witnesseth:

WHEREAS, this Agreement is made pursuant to the authority granted by the Illinois Intergovernmental Cooperation Act (5 ILCS 220); and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, each governing body finds that it will be beneficial for the Madison County Sheriff's Office and the CITY Police Department to share infrastructure, resources, and data, to include the computer-aided dispatch/records management system currently utilized by the Sheriff's Office from New World Systems, Inc., Troy, MI, and COUNTY-owned network infrastructure hardware equipment; and

WHEREAS, the CITY and COUNTY agree that additional equipment, software licensing, and services will need to be purchased in order to bring the CITY Police Department onto the COUNTY-owned system; and

NOW THEREFORE, the COUNTY and CITY agree as follows:

SECTION 1.

COUNTY agrees to allow CITY to utilize New World Systems, Inc., software enterprise licensing benefits, previously purchased by the COUNTY, and upgraded based on the proposal dated June 2, 2014 and approved by the Madison County Board, for computer-aided dispatch/records management system. CITY agrees that any additional New World Systems, Inc., mobile licensing required for the CITY to operate on the COUNTY-owned computer-aided dispatch/records management system shall be the responsibility of the CITY.

SECTION 2.

CITY agrees to pay for additional equipment and services that will be procured by the COUNTY and be required in order to add the Troy Police Department onto the COUNTY system, based on the

schedule as found in Appendix A and B:

- A. Client Software
- B. Fixed Installation Service Fees
- C. Third Party Software
- D. Optional Third Party Software
- E. Annual Mobile Standard Software Maintenance Agreement

SECTION 3.

The COUNTY agrees to provide computer network technical support for the interagency system and to pay for the host system annual software maintenance costs at no cost to the CITY. The CITY agrees to utilize its network support staff to assist the COUNTY in resolving issues. After a four year period, the parties may agree to modifications to the agreement for technical support and the annual software maintenance costs for the host system.

SECTION 4.

A Madison County New World Systems CADD/Records Management User Group will be created which will include representatives of the Madison County Sheriff's Department, Madison County Information Technology Department, Madison County 911 Department, and representatives of each public safety agency that has entered into an Intergovernmental Agreement with Madison County. The group will collaborate on any technical or operational issues, system enhancements, the sharing of information, and any cost related matter.

SECTION 5.

The CITY and COUNTY agree that this Agreement shall remain in full force and effect through August 31, 2021. However, either party may terminate this Agreement at any time and for any reason by providing written notice to the other at the address stated below not less than sixty (60) days prior to such termination. Through the date of termination, the COUNTY shall continue to provide the services provided herein, shall retain any and all sums received; and, the CITY shall pay for any services rendered through the date of termination.

SECTION 6.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY.

SECTION 7.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY.

SECTION 8.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party. At all times each of the parties remain as independent contractors.

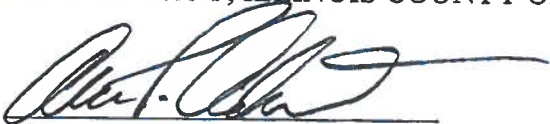
SECTION 9.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement. Further, this Agreement shall not create any rights in any party not a signatory hereto.

SECTION 10.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein. The parties agree that this document contains the entire Agreement between the parties and that time is of the essence.

CITY OF TROY, ILLINOIS COUNTY OF MADISON, ILLINOIS.



Mayor



County Board Chairman

9/23/14

Date

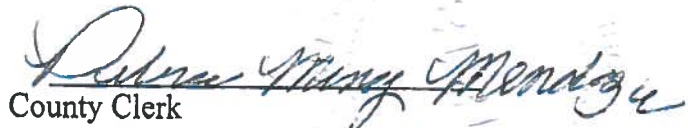
9-23-14

Date

ATTEST:



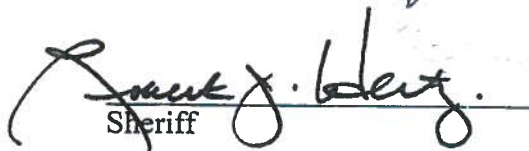
Clerk



County Clerk



Chief of Police



Sheriff

END OF DOCUMENT