

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF AURORA AND THE VILLAGE OF NORTH AURORA FOR  
USE OF PUBLIC SAFETY PLATFORM AND INFORMATION TECHNOLOGY-  
RELATED SUPPORT SERVICES AND MAINTENANCE**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Aurora, an Illinois municipal corporation (hereinafter “Aurora”), and the Village of North Aurora, an Illinois municipal corporation (hereinafter “North Aurora”, and referred to together as “the Parties”), regarding North Aurora’s use of Aurora’s Public Safety Platform (“Platform”) platform as well as Aurora’s provision of related information technology-related support services and maintenance, the Parties having agreed as follows:

**RECITALS**

**WHEREAS**, the Parties are each legal entities organized and existing under the laws of the State of Illinois, having among their powers the authority to contract with one another to perform the undertaking described herein;

**WHEREAS**, the Parties are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, as provided for in 5 ILCS 220/1 (1994) *et. seq.*;

**WHEREAS**, the purpose of the Intergovernmental Cooperation Act and Article 7, Section 10 of the Constitution of the State of Illinois includes fostering cooperation between units of local government in planning and providing services to their constituents;

**WHEREAS**, Aurora owns a certain public safety platforms, through which it manages its law enforcement safety and infrastructure concerns, including not limited to: dispatching services, field communications, record management and other law enforcement-related operations;

**WHEREAS**, Aurora currently provides North Aurora with use of its public safety platform; and

**WHEREAS**, in addition, Aurora currently provides North Aurora with related information technology support services and maintenance; and

**WHEREAS**, the Parties have determined it to be in their combined interest to formalize North Aurora’s use of the public safety platform and related information technology support services and maintenance, as well as formalize payment terms for same.

**NOW THEREFORE**, in consideration of the premises and the mutual promises contained herein, the Parties agree as follows:

**1. RECITALS INCORPORATED**

All recitals set forth above are incorporated herein and made part hereof, the same constituting the factual basis for this Agreement.

**2. PUBLIC SAFETY PLATFORM**

The public safety platform maintained by Aurora is described and set forth on the attached Exhibit “A.”

**3. NORTH AURORA'S USE OF PLATFORM**

Aurora shall allow North Aurora to use the Platform and will continue to do so for so long as it maintains the Platform, or until either Party terminates this agreement, subject to the provisions in Section 7. North Aurora agrees not to alter, manipulate, edit, or otherwise change the Platform in any way without the advance written consent of Aurora. North Aurora shall not transfer, assign, or share its rights under this agreement with any third party without the advance written consent of Aurora.

**4. NORTH AURORA'S USE OF INFORMATION TECHNOLOGY SERVICES AND MAINTENANCE**

Pursuant to this Agreement, Aurora shall provide certain information technology-related support services and maintenance related to the Platform (hereinafter "the Services") for the joint benefit of North Aurora, as described on the attached "Scope of Services" identified as Exhibit "B."

**5. PAYMENT TERMS**

In exchange for North Aurora's use of the Platform and the Services, it shall pay Aurora pursuant to the attached "PAYMENT TERMS," identified as Exhibit "C." North Aurora shall identify which tier services it desires in writing, and North Aurora may change the tier of services from time-to-time with notice in writing, and North Aurora will be billed for the tier of services it chooses.

**6. INDEMNIFICATION**

North Aurora shall indemnify, hold harmless, and defend Aurora and its elected officials, officers, employees, and agents from and against all liability, claims, demands, and causes of action arising out of or related to any loss, damage, or injury to person or property resulting from North Aurora's performance of or failure to perform under this Agreement.

**7. TERM**

This Agreement shall be executed for and on behalf of Aurora and North Aurora pursuant to the appropriate Resolutions or Ordinances approved by their respective legislative bodies. This Agreement shall be effective for so long as Aurora possesses and maintains the Platform, unless terminated sooner by either Party as set forth in Paragraph 8 below, provided that, if Aurora plans to change components of the Platform, Aurora shall give North Aurora notice of the change and continue to provide dispatch services for ninety (90) days or until an agreement can be reached in connection with the new Platform, whichever is earlier. This Agreement may be modified or amended at any time only by written instrument signed by the Parties, and approved by their respective legislative bodies.

**8. TERMINATION**

This Agreement shall automatically renew for successive twelve-month periods, but it may be terminated by either Party upon ninety (90) days' written notice to the other, at which time North Aurora shall be responsible for paying Aurora for its use of the Platform, as well as for all services rendered until the date such termination is effective on a pro-rated basis.

**9. ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral, relating to the Platform and/or Services.

**10. NOTICES REQUIRED UNDER THIS AGREEMENT**

Any notices required under this Agreement shall be mailed to:

Corporation Counsel  
City of Aurora  
44 East Downer Place  
Aurora, Illinois 60506

Village Attorney  
Village of North Aurora  
25 East State Street  
North Aurora, Illinois 60542

**11. SEVERABILITY**

In the event any provision of this Agreement is held to be unenforceable for any reason, the enforceability thereof shall not affect the remainder of the Agreement, which will still remain in full force and effect and shall be enforceable in accordance with its terms.

**12. GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Illinois, and venue shall be proper only in the Circuit Court of Kane County, Illinois.

The Parties by their signatures acknowledge that they have read and understand this Agreement, and intend to be bound by its terms.

CITY OF AURORA

VILLAGE OF NORTH AURORA

By: \_\_\_\_\_

By: \_\_\_\_\_

Attest:

Attest:

By: \_\_\_\_\_

By: \_\_\_\_\_

## **EXHIBIT “A”**

### **DESCRIPTION OF PLATFORM SERVICES**

The City of Aurora provides three tiers of its Platform as a service for partner organizations. Each successive tier provides the functions described in that level of the Platform as well the functions provided in the lower levels.

#### **Tier 1 Platform Services – Dispatch and Communications**

- Next Gen 911 Services (NG911)
  - This function allows CoA 911 Dispatchers to accept and locate 911 calls
- Computer Aided Dispatch (CAD)
  - This function allows CoA 911 Dispatchers to prioritize and record incident calls, identify the status and location of responders in the field, and effectively dispatch responder personnel
- Secured radio communications (Radio)
  - Currently provide by L3 Harris, provides clear and secure mobile communications and interoperability with other agencies.
- Law Enforcement Agency Data System (LEADS)
  - Access to LEADS via direct connection to Illinois State Police

#### **Tier 2 Platform Services – Records and Evidence Management**

- All of services in Tier 1 plus those listed below
- Records Management Systems (RMS)
  - This function enables agencies to store, retrieve, retain, archive, and view information, records, or files pertaining to law enforcement operations.
- Evidence Module
  - This function helps agencies track storage of evidence, help maintain chain-of-custody
- RMS Image management
  - Software to provide effective methods to capture, store, manage, and integrate images into RMS

**EXHIBIT “B”**  
**SCOPE OF SERVICES- IT SUPPORT AND PLATFORM MAINTENANCE**

“SERVICE LEVEL REVIEW -- On an annual basis or when required due to service changes, City of Aurora staff will meet with North Aurora staff to discuss Tiers of service to be provided to the North Aurora as well as pricing for those services.

An example of Service Availability to be agreed upon by City of Aurora and North Aurora annually is below.

Severity Level	Description	Target Response Time	Response Time Level	Target Repair Times	Time Close Level
<b>Severe</b>	<ul style="list-style-type: none"> <li>No bypass available, multiple users down and severe impact</li> <li>High-priority ticket escalation due to significant business impact</li> <li>Adverse impact to business is immediate and catastrophic</li> <li>Critical functionality is not available</li> </ul>	Less than 15 minutes	95%	4 hrs	90%
<b>High</b>	Bypass available but with a significant business impact  Failure causing a single user to be down  Some functionality unavailable, but business can be carried out in a controlled fashion	Less than 30 minutes	95%	1 day	90%
<b>Medium</b>	<ul style="list-style-type: none"> <li>Request for IT service (planned but not delivered until later) by entering a support desk ticket</li> <li>Single user failure for which there is an acceptable workaround</li> <li>Problem with one application does not affect rest of system</li> <li>Service requests (VPN, purchase request, new user ID, etc.)</li> <li>Laptop re-imaging and software installation</li> </ul>	Less than 4 hours	95%	3 days	90%
<b>Low</b>	<ul style="list-style-type: none"> <li>Request for future IT service (planned but not delivered until later) by entering a support desk ticket</li> <li>Minimal performance or productivity degradation</li> </ul>	Best effort	95%	Best Effort	90%

Pricing for the services provide will include, but are not limited to:

- APD Personnel costs for each of the functions in the Tiers provided
- CoA IT support costs – including personnel and licensing fees
- RMS costs for Tier 2 – required percentage increase necessary for RMS Administration by APD staff.

The pricing structure for calendar year 2023 services to be billed to North Aurora in February, 2024 is below:

Tier	Service Nbr	Service	Cost	Units	UoM	Cost Per Unit	Total Cost
Tier 1	1	NG911 + Recording	250,200.00	1	License Fee	27,522.00	27,522.00
Tier 1	2	CAD		1	License Fee	31,735.00	31,735.00
Tier 1	3	L3 Harris Radio Fee	775,000.00	35	Per Officer	2,384.62	83,461.54
Tier 1	4	LEADS	10,000.00	1	License Fee	1,100.00	1,100.00
Tier 1	5	APD Dispatch Support		10,000	Per Call	7.84	78,396.36
Tier 1	6	CAD/RMS System Admin		224	Hours	82.13	18,397.12
		<b>Tier 1 Annual Service Fees</b>					<b>240,612.02</b>
Tier 2	1	RMS		35	Per Officer	887.69	31,069.23
Tier 2	2	Evidence Module		35	Per Officer		-
Tier 2	3	Image Mgmt		35	Per Officer	33.02	1,155.65
Tier 2	4	APD RMS Coordinator		224	Hours	53.59	12,004.16
Tier 2	5	CAD/RMS System Admin		224	Hours	82.13	18,397.12
		<b>Tier 2 Annual Service Fees</b>					<b>62,626.16</b>
		<b>Total Annual Service Fees</b>					<b>303,238.17</b>

**EXHIBIT “C”**  
**PAYMENT TERMS**

The City of Aurora will bill the Village of North Aurora annually during February for the previous year’s usage for the term of the agreement.