

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE DEKALB COUNTY INFORMATION MANAGEMENT OFFICE,  
DEKALB COUNTY SHERIFF'S OFFICE AND MUNICIPALITIES UTILIZING DEKALB  
COUNTY'S NETWORK AND INFRASTRUCTURE FOR THE ONESOLUTION MOBILE  
COMPUTING APPLICATION (MCT)**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), entered into by and between DeKalb County, Illinois, a unit of local government of the State of Illinois and the DeKalb County Sheriff's Office ("DeKalb County") and Cortland Police Department, an Illinois Municipal Corporation, ("Agency"), is as follows:

**WHEREAS**, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provide that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

**WHEREAS**, the Agency and DeKalb County are units of local government within the meaning of Article VII, Section 10 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 55 ILCS 220/1 *et seq.*; and

**WHEREAS**, each governing body finds that the OneSolution Mobile Computing Application (MCT) is a necessary tool for policing purposes and 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.

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

1. **Incorporation.** The above recitals are incorporated as if fully restated herein.
2. **Effective Date.** This Agreement is effective as of its date of execution by both parties.
3. **MCT Server Usage.** The parties recognize the need for each policing agency within DeKalb County to have access to MCT through DeKalb County Government's Network, and that such access will necessitate the access and use of DeKalb County servers, which expense and costs should be appropriately divided between each of the accessing agencies.

4. **Obligations of DeKalb County.** DeKalb County will provide the following services for Agency to connect to DeKalb County's network and infrastructure to use MCT through the DeKalb County Sheriff's Office. Such includes:
- a. IT Services included in pricing Windows server cost, licensing, storage, updates, maintenance and equipment replacement costs.
  - b. Server cost, licensing, updates, maintenance and renewals.
  - c. Remote connectivity through DMZ and/or VPN to DeKalb County's network.
  - d. VPN licensing, setup and maintenance costs.
  - e. Firewall security equipment cost, licensing, maintenance, and equipment replacement cost.
  - f. Database software licensing cost, database storage, renewals, updates and maintenance.
  - g. Message switch server cost, connectivity, maintenance and equipment replacement cost.
  - h. Connectivity to OneSolution CAD and RMS servers, including the cost of the servers, database space, maintenance and replacement costs.
  - i. SSL certificate purchase and renewals.
  - j. DNS setup and configuration.
  - k. Routine back-up of servers, configurations and data.
5. **Fees to be Remitted.** In consideration of the above costs and services, each municipality will pay the following amount annually in accordance with the number of users that their policing agency utilizes:

Agency Count of Mobile MCT Users	Amount Paid to County for IT Services*, Annually
<b>1 – 10</b>	<b>\$1,500</b>
<b>11 – 15</b>	<b>\$2,000</b>
<b>16 – 20</b>	<b>\$2,500</b>
<b>21 – 25</b>	<b>\$3,000</b>
<b>26 – 30</b>	<b>\$3,500</b>
<b>31 – 35</b>	<b>\$4,000</b>
<b>36 – 40</b>	<b>\$4,500</b>
<b>40 +</b>	<b>\$5,000</b>

The costs of equipment, licensing, maintenance, ongoing support and the added impact on the County's network and security were included in these costs. Standard dispatching fees are not included in these costs.

6. **Additional Licensing Fees.** It is understood by the parties that the above fees do not include fees that the Sheriff's Office may charge for additional software licensing for MCT. Further, Agency will need to contact CentralSquare to make arrangements for a license to utilize the subject software. Any fees charged by CentralSquare are separate, and in addition to, the charges being paid to DeKalb County under this agreement.

7. **Software Installation & Updates.** The installation of software, as well as software updates, will be the responsibility of each individual agency. DeKalb County will not be responsible for any software installation or support. It is understood by the parties that in order to maintain system stability, each computer utilizing the CentralSquare software must update it to the newest version that DeKalb County IMO requires. The failure to update devices as instructed may result in such devices no longer being able to access the network.
8. **CentralSquare Support.** Any software support for use of the CentralSquare MCT software must be obtained directly from them. To that end, there is a CentralSquare Customer Portal that can be accessed to obtain support as well as necessary software updates.
9. **Standard Protocols Control.** The parties understand and agree that the use of this MCT software shall not take the place of standard protocols for reporting individual details, such as events, address, etc. to dispatchers. To that end, any changes to GIS data should not be made through the individual computers, but rather reported to dispatch so that it is properly integrated into the GIS system.
10. **Equipment.** The only equipment that DeKalb County will provide for use of these services will be the "Token" that must be utilized to access the network. All remaining equipment necessary to access the DeKalb County network, and to utilize CentralSquare's MCT software, must be purchased by the individual police/fire departments and must conform to the minimum requirements set by CentralSquare. DeKalb County will not provide wireless internet service for the individual agencies. It is understood and agreed that DeKalb County makes no implied warranty as to the suitability of individual agencies' equipment for use under this agreement.
11. **Loss of Tokens.** It is Agency's responsibility to keep their Tokens secure at all times. Should Agency staff misplace or lose a Token, it must be reported immediately to DeKalb County Dispatch so that it can be deactivated and another Token issued.
12. **Leads Licensing.** The ability to access LEADS information with the subject MCT system will be dependent on Agency obtaining their own LEADS licensing. DeKalb County will not be responsible for providing such licensing.
13. **Payment.** All payments are to be made in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* DeKalb County will submit to Agency an invoice for all amounts due to DeKalb County for that year's services. Failure to timely submit an invoice does not constitute a waiver of the amount owed. Should

services not be utilized for an entire year, no refunds will be issued for previously submitted payments.

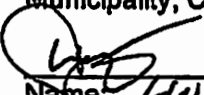
14. **Mutual Indemnification.** Partner Agencies and The County and/or Sheriff, each at its sole expense, shall indemnify, defend and hold harmless the other Party, its officers, agents, servants, employees, and elected officials from and against any and all lawsuits, claims, causes of action, demands, liability and judgments for injury or damages to persons or property (including, but not limited to, expenses for reasonable attorneys' fees and disbursements and liabilities assumed by the other Party in connection therewith), in any way arising out of or through the negligence, or willful & wanton, or intentional acts or omissions or breach of this Agreement, or any representation hereunder, of the indemnifying Party, its officers, agents, servants and employees, except to the extent caused by the negligence, breach of this Agreement or any representation hereunder, or willful & Wanton, intentional actions or omissions of the other Party, its officers, elected officials, agents, servants or employees. The parties shall each shall give the other Party immediate written notice of any lawsuit, claim, cause of action, action, demand, liability and judgment which may be subject to this provision. This provision shall survive termination of this Agreement.
15. **Force Majeure.** Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
16. **Assignment.** Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
17. **Choice of Law and Venue.** This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of DeKalb County, Twenty-Third Judicial Circuit, State of Illinois. Each of the parties hereby waives any right to trial by jury in any suit or proceeding arising out of or relating to this Agreement.
18. **Notice.** Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or hand delivery and received, in the

case of notice to DeKalb County, to Information Management Office, Attention: Director, address: 200 North Main Street, Sycamore, IL 60178 *with copy sent to:* DeKalb County Sheriff, Public Safety Building, 150 North Main Street, Sycamore, IL 60178. And, in the case of Cortland Police Department, to: 250 S Halwood St, Cortland, IL 60112.

19. **Term.** This Agreement shall be in full force and effect for a period of one (1) year from the date of execution. It will then automatically renew for successive one (1) year periods for no more than three (3) subsequent years. After this time the Agreement will have to be renegotiated to ensure that it still meets the needs of the parties.
20. **Termination.** Either party may terminate this Agreement by providing sixty (60) calendar days advanced written notice to the other party. No additional penalties or early termination charges will be required upon termination, and there will be no refunds issued for previously paid invoices.
21. **Amendment.** This agreement may be amended in writing only by written consent of all parties to it.
22. **Waiver of Terms.** DeKalb County and/or Agency's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof
23. **Timely Performance.** All actions, activities, consents, approvals and other undertakings of the parties in this Agreement shall be performed in a reasonable and timely manner.
24. **Counterparts.** This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
25. **No Presumption Against Drafter.** Each of the parties has jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity or a question of intent arises, this Agreement shall be construed as if drafted jointly by each of the parties and no presumptions or burdens of proof shall arise favoring any party by virtue of authorship of any of the provisions of this Agreement.
26. **Entire Agreement.** This Agreement, including the Master Agreement that this Addendum is incorporated into by reference, represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged and agreed to by both parties.

Municipality, Cortland

By:

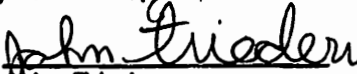
  
Name: LIN DARGATIS  
Position, CHIEF

Date:

09/19/2025

County of DeKalb, Illinois

By:

  
John Frieders  
Chairman, County Board  
of DeKalb County

Date:

10/24/2025

DeKalb County Sheriff's Office

By:

  
Sheriff Andy Sullivan

Date:

9/19/25