

RESOLUTION No. 38-13

**A RESOLUTION APPROVING A MULTI-AGENCY PUBLIC SAFETY
INFORMATION DATA SHARING COOPERATIVE AGREEMENT**

WHEREAS, the Village of East Dundee is a home rule municipality duly organized and existing pursuant to the Constitution of 1970 and the laws of the State of Illinois; and,

WHEREAS, the Multi-Agency Public Safety Information Data Sharing Cooperative Agreement (the "Agreement") is intended to enhance and foster the exchange of criminal justice data to assist in decision making and improve police officer and public safety; and,

WHEREAS, Kane County is providing a centralized computer network to allow communication and sharing of data among the participating agencies; and,

WHEREAS, the intent of this data sharing is to give each participating agency access to information that has been collected by neighboring agencies that may assist the Village in the execution of its law enforcement duties; and,

WHEREAS, the President and Board of Trustees desire the Village to be a participating agency and therefore enter into the Agreement with Kane County.

NOW THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of East Dundee, Kane and Cook Counties, Illinois, as follows:

Section 1: That the *MULTI-AGENCY PUBLIC SAFETY INFORMATION DATA SHARING COOPERATIVE AGREEMENT* between the Village of East Dundee and the County of Kane that is attached hereto and made a part hereof by reference as Exhibit A, be and is hereby approved, and that the Village President be and is hereby authorized to execute said Agreement on behalf of the Village.

Section 2: This Resolution shall be in full force and effect upon its passage and approval in the manner provided by law.


PASSED this ____ day of _____, 2013, pursuant to a roll call vote as follows:

AYES: *Trustee Gorman, Lynam, Skellicorn, Selep, Wood and President Miller*

NAYS: *0*

ABSENT: *Trustee Ruffalo*

APPROVED this 7 day of October 2013



Village President

Attest: 

Village Clerk

Multi-Agency Public Safety Information Data Sharing Cooperative

This agreement is entered into, by and between,

Village of East Dundee (Your Agency Name)

(hereinafter referred to as the "Participating Agency") and the County of Kane (hereinafter referred to as "County"), Illinois. This Agreement sets forth the conditions governing the Participating Agency's use of data through the Multi-Agency Data Sharing Cooperative (hereinafter "Cooperative") as further described within this document.

I. Purpose

Implementation of this Agreement is intended to enhance and foster the exchange of criminal justice data, to assist in decision making and improve officer/public safety.

II. Indemnification

The Participating Agency shall indemnify and hold harmless County, and the County shall indemnify and hold harmless the Participating Agency, any of their employees or officials, agents, boards and commissions from, and against any and all claims, demands, actions, suits and proceedings including, but not limited to, any liability for damages by reason of, or arising out of, any false arrest or imprisonment or any cause of action whatsoever; and from and against any loss, cost, expense, or damage resulting therefrom arising out of, or involving any acts by or on the part of the Participating Agency in the fulfillment of this Agency Agreement.

III. Description of Services

The Cooperative's purpose is to utilize integrated software for law enforcement records systems, allowing for law enforcement agencies to share access to the data contained in their respective systems with other agencies utilizing compatible software systems. The Participating Agency will make records available to the Cooperative, and in turn, the Participating Agency will be given query rights to records made available to the Cooperative by the other agencies. The exact categories being shared will be determined by applicable regulations, agency policies and the capabilities of the software.

The intent of this data sharing is to give each Participating Agency access to information that has been collected by neighboring agencies that may assist the Participating Agency in the execution of their law enforcement duties.

The County is providing a centralized computer network that will connect the Participating Agencies and enable the software located at multiple physical sites to communicate and share data. This network supports the capability for each Participating Agency to establish a single network connection to the County in order to gain access to the data from multiple agencies.

IV. Suspension of Services and Termination

County reserves the right to immediately and unilaterally suspend the Participating Agency's access to the Cooperative when any term of this agreement is violated or, in the opinion of County appears to have been violated. Suspended service shall only be resumed upon such terms and conditions as County shall deem appropriate under the circumstances. Suspension may be followed by termination if deemed necessary. Any party to the agreement may terminate the agreement at any time upon ten (10) days written notice for any reason.

V. Authorized User

An authorized user in the Cooperative is described as any person having been placed in employment by the Participating Agency and has been previously issued an Illinois SID number by the Illinois State Police following a background check by the Participating Agency, and has job responsibilities that provide them with a legitimate need for data access the Cooperative provides. Special authorization may be granted to users who do not have an Illinois SID number if the person is employed by a Participating Agency and has job functions that require access to law enforcement records. Participating Agency must request approval for these users from County, which will grant or deny authorization on a case-by-case basis pursuant to the aforementioned criteria. An authorized user is employed by a Participating Agency and shall not be considered an employee of the County.

VI. Participating Agency Responsibilities

1. Abide by all Cooperative requirements and conform to all Cooperative security standards.
2. Be responsible for ensuring any person who accesses the Cooperative is properly trained by Participating Agency and/or County personnel for functions authorized to perform.
3. Purchase and maintain such equipment and software and obtain communications circuits as it reasonably deems necessary in its sole discretion, provided such equipment, software and circuits are in accordance with specifications provided by County. Connectivity and equipment configuration must be approved by the County prior to installation.
4. Establish local policies and procedures for safeguarding information and equipment, and impose disciplinary action against any individual found to be violating the Cooperative policies and procedures.
5. Cooperate with the County in any investigation into allegations of misuse of data contained in the Cooperative or violations of policy.
6. The Participating Agency will install and maintain anti-virus software on any computer that is attached to the network used to access Cooperative.
7. To appoint one employee as its Agency's System Administrator on the Cooperative. The name of the Agency's System Administrator must be submitted to the County. Upon termination or reassignment of the Agency's System Administrator, the Participating Agency Chief Administrator must appoint and notify the Agency Liaison in writing of the new Agency System Administrator.

VII. Kane County Responsibilities

1. Administer and maintain the Cooperative equipment needed to provide service to the Participating Agency.

2. To appoint an employee of the Participating Agency to serve as the Agency Liaison for the duration of this agreement.
3. Provide Cooperative access, training, system documentation, updates, and other materials necessary to ensure the Participating Agency's ability to effectively participate.

VIII. Data Access and Permitted Uses

All data accessible through or supplied by the Cooperative ("Data", in this section) remains the property of the Participating Agency that entered it into their records management system. The Participating Agency that enters the Data is responsible for its accuracy. Use of Data must be for valid law enforcement purposes only and is strictly forbidden to be used for personal reasons. Collection, storage, access, dissemination, and use of Data must be in strict compliance with all Federal and State laws and regulations, with policies adopted County to administer the Cooperative, and with any applicable standards for the handling of such information as defined by Federal and State law enforcement agencies with authority over the Participating Agency. The Data is confidential and should be treated accordingly. An unauthorized request or receipt of Data could result in criminal proceedings. It is the responsibility of the Participating Agency to determine when dissemination is necessary, and to whom the data is disseminated. No Participating Agency will disseminate Data belonging to another Participating Agency without that Agency's prior written authorization

IX. Entire Agreement and Amendment

This Agreement shall be the entire agreement between the parties; any provision of this Agreement determined to be invalid or otherwise unenforceable shall not affect the other provisions, which other provisions remain in full force and effect. This Agreement shall not be altered, changed or amended except in writing executed by the authorized representatives of the Participating Agency and the County.

X. Venue and Governing Law

Venue for any contract disputes shall be in the Circuit Court of Kane County, Illinois. Intellectual property disputes shall be in the United States District Court for the Northern District of Illinois. This Agreement shall be governed by the laws of the State of Illinois without reference to conflict of laws principle. The intellectual property rights and proprietary rights laws of the United States of America shall govern any intellectual property disputes.

XI. Notices

All written notices, pursuant to this agreement shall be directed to the following parties:

Participating Agency Chief Administrator

Kane County

Participating Agency

Name: _____

Address: _____

XII. Authority & Understanding

By signing below, each of us agrees to the terms and conditions of this Agreement. Each individual signing below represents that (s)he has the requisite authority to execute this Agreement on behalf of the Organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

Participating Agency acknowledges that it has read and understood this Agreement and agrees to be bound by its terms and conditions.



Participating Agency Chief Administrator Signature

10/7/2013

Date

Lael Miller, Village President

Type or Print Agency Chief Administrator Name

Village of East Dundee

Participating Agency Name

120 Barrington Ave

Address

East Dundee IL 60118

City, State, Zip Code

County of Kane

Date