

**RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH
CRIMINAL ACTIVITY POLICE ENFORCEMENT RECORDS SYSTEM**

WHEREAS, the Village of Barrington Hills (“Barrington Hills”) located in the Counties of Cook, Kane, Lake and McHenry in the State of Illinois, is a home rule municipality; and

WHEREAS, Barrington Hills operates a 911 Dispatch Center, which requires updating with a computer aided dispatch (CAD) system ; and

WHEREAS, Barrington Hills has investigated the purchase and implementation of a CAD system and determined the most efficient and cost effective system is a system developed by Criminal Activity Police Enforcement Records System (CAPERS) at a cost of \$60,000.00 ; and

WHEREAS, the Emergency Telephone System Board has agreed to pay \$36,000.00 of the initial cost, with the cost to Barrington Hills of \$24,000.00. of which \$19,000.00 can be financed over 24 months at 0% interest; and

WHEREAS, the President and Board of Trustees of Barrington Hills deem it advisable, necessary, appropriate, and in the public interest and find that it would best serve the public and corporate purposes for Barrington Hills to enter into an Agreement (the “Agreement”) with CAPERS for the purchase and installation of a CAD system, a copy of which Agreement is attached hereto and expressly made a part hereof as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Barrington Hills, located in the Counties of Cook, Kane, Lake and McHenry in the State of Illinois, a home rule municipality as follows:

Section 1: Recitals. The foregoing recitals are hereby incorporated into this Resolution as findings of the President and Board of Trustees.

Section 2: Authorization. The President and Board of Trustees hereby authorize and approve the execution of the Agreement substantially in the form attached hereto and made part hereof as Exhibit A.

Section 3: Execution and Delivery. The President and Village Clerk of the Village of Barrington Hills are hereby authorized and directed to execute and deliver to all of the other parties, the Agreement substantially in the form of Exhibit A and to do all things necessary and essential, including the execution of any other documents and certificates to accomplish the agreement hereinabove authorized and set forth in the Agreement.

Section 4: Effective Date. This Resolution shall be in full force an effect from and after its approval and publication according to law.

APPROVED THIS ____ **day of** _____, **2011**

AYES: _____ **NAYS:** _____ **ABSENT:** _____

ATTEST:

Village Clerk

Village President

EXHIBIT A
NETWORK CONFIDENTIAL INFORMATION DISCLOSURE AGREEMENT



Agreement Letter



Presented to:

Village of Barrington Hills Police Department
112 Algonquin Road
Barrington Hills IL 60010

LICENSED SOFTWARE PURCHASE AND RELATED SERVICES AGREEMENT

THIS LICENSED SOFTWARE PURCHASE AND RELATED SERVICES AGREEMENT (hereinafter "Agreement"), is made as of the date below, by and between the VILLAGE OF BARRINGTON HILLS POLICE DEPARTMENT, a governmental body, with its principal offices at 112 Algonquin Road, Barrington Hills, Illinois 60010 (hereinafter "THE VILLAGE"), and INTELLIGENT SOLUTIONS, INC., an Illinois corporation with its principal offices located at 9930 West 190th Street, Unit L, Mokena, Illinois 60448 (hereinafter "COMPANY"). The term "COMPANY" shall include COMPANY's employees, agents, and all other designated representatives.

RECITALS:

WHEREAS, THE VILLAGE desires Software and Services offered by COMPANY, (hereinafter "Software and Services") which are to be conducted on THE VILLAGE premises located at 112 Algonquin Road, Barrington Hills, Illinois or at designated off-site locations as specified by THE VILLAGE to COMPANY; and

WHEREAS, COMPANY is in the business of providing such Software and Services and desires to provide the Software and Services for THE VILLAGE;

AGREEMENTS:

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. TERM. This Agreement shall commence on the date hereof and shall terminate no earlier than five (5) years after the date hereof. After the expiration, this Agreement can be terminated at any time by either THE VILLAGE or COMPANY with thirty (30) days written notice.
2. LICENSED SOFTWARE. COMPANY Software licensed to THE VILLAGE in this Agreement is its Criminal Activity Police Enforcement Records System (hereinafter "CAPERS"). The COMPANY shall notify THE VILLAGE of any new standard or additional features released subsequent to the installation at THE VILLAGE and which are released during the term of this Agreement.

3. **SCOPE OF WORK, COST AND PAYMENT** The VILLAGE agrees to purchase from the COMPANY the following:

Description:	Unit Price:
<u>CAPERS RMS (Records Management System)</u>	<u>\$65,000.00</u>
<u>CAPERS Mobile (mobile CAD/RMS)</u>	<u>\$7,000.00</u>
<u>Mapping Interface (mapping interface for CAD)</u>	<u>\$3,500.00</u>
<u>LEADS Interface (interfaces LEADS with RMS)</u>	<u>\$5,000.00</u>
<u>Per Diem</u>	<u>\$2,500.00</u>
<u>Annual Maintenance (bug fixes, upgrades, 24/7 support)</u>	<u>\$20,000.00</u>

* First Department in McHenry & Kane Counties. First year Maintenance waived.

Implementation Cost:	<u>\$103,000</u>
Rebates/Promotions*:	<u>\$ -79,000</u>
Total Implementation Cost:	<u>\$ 24,000</u>
Annual Maintenance Dues:	<u>\$ 13,500</u>

The VILLAGE agrees to pay the COMPANY per terms of the attached Financing Addendum. Contract sum shall not be increased without the express written consent of the VILLAGE.

COMPANY will provide all initial hardware, installation and training for the purchased software listed above as described in Addendum A. Any additional hardware needed will be quoted by the COMPANY for approval by the VILLAGE.

If additional training or on-site support is deemed necessary by the VILLAGE the rate for service will be ninety-five dollars (\$95) an hour.

4. **ASSIGNMENT:** COMPANY shall not assign the duties and obligations involved in the performance of this agreement which is the subject matter of this Contract without the express written consent of the VILLAGE.
5. **INDEMNIFICATION AND INSURANCE:** To the fullest extent permitted by law, the COMPANY shall defend, indemnify and hold harmless the VILLAGE and their respective officers, agents and employees, from and against all claims, damages, losses, costs, expenses, judgments and liabilities, including but not limited to attorney's fees, costs and expenses, arising out of, or in connection with COMPANY's performance of or failure to perform this Agreement, provided that any such claim, damage, loss, costs, expenses, judgments or liabilities are attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible personal property, including the loss of use resulting there from, that is caused in whole or in part by any act or omission of the COMPANY, any subcontractor, anyone directly or indirectly employed by them for anyone for whose acts any of them may be liable.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of the COMPANY or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The COMPANY further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

COMPANY agrees that a similar waiver of liability limitation will be incorporated in its agreements with sub-subcontractors or anyone directly or indirectly employed by them. COMPANY agrees that in the event it fails to incorporate such a waiver of liability limitation in its agreements with said sub-subcontractors and others, then it will be responsible for any additional liability arising out of said failure. The defense and indemnification obligations set forth in this provision shall survive the termination or expiration of this Agreement.

6. **CONFIDENTIALITY.** All information of any kind disclosed to THE VILLAGE by COMPANY (in whatever form, including without limitation, written and oral information) shall be deemed COMPANY's proprietary and confidential information ("Confidential Information"). THE VILLAGE (a) shall treat and maintain the Confidential Information as COMPANY's confidential property, (b) shall not disclose the Confidential Information to any other person or entity except as authorized herein, (c) shall safeguard the Confidential Information at least to the same extent that it would its own proprietary and confidential information, and (d) shall not duplicate, use or disclose the Confidential Information, in whole or in part, to others except as is necessary to use the Software and Services hereunder (and then only on a confidential basis satisfactory to COMPANY). Confidential Information shall include, without limitation, any information (including any technical information, experience or data) regarding COMPANY's products, plans, programs, processes, costs, equipment, operations or customers which may be disclosed to or come within the knowledge of, THE VILLAGE, its employees and agents in the performance of this Agreement. The provisions of this Section shall not apply to any information referred to in this Section which THE VILLAGE establishes (a) has been published and has become part of the public domain other than by acts or omissions of THE VILLAGE, its employees and agents, (b) has been furnished or made known to THE VILLAGE by third parties (other than those acting directly or indirectly for or on behalf of COMPANY) as a matter of legal right and without restriction on disclosure or use, or (c) was in THE VILLAGE's possession prior to disclosure by COMPANY to THE VILLAGE and was not acquired by THE VILLAGE, its employees and agents directly or indirectly from COMPANY.

7. **NOTICE.** Except as otherwise specifically provided herein, any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been

sufficiently given if delivered in person, or if sent by a nationally-recognized courier service such as Federal Express, or if deposited in the United States mails, postage prepaid, for mailing by first-class registered or certified mail, addressed as follows:

If to THE VILLAGE, it shall be addressed to:
JoAnne Gumprecht
Communications Supervisor
Barrington Hills Police Department
112 Algonquin Road
Barrington Hills, Illinois 60010

If to COMPANY, it shall be addressed to:
Intelligent Solutions, Inc.
9930 West 190th Street, Unit L
Mokena, Illinois 60448
Attention: Richard Fugett

or to such other address or individual as either party may specify from time to time by written notice given by such party in accordance with this provision.

8. COMPLIANCE WITH LAWS. COMPANY shall comply with all federal, state, and local statutes, laws, ordinances, regulations, rules and codes applicable to the Software and Services, including THE VILLAGE's site rules and regulations, and permits and licenses that may be required to perform the Services.
9. APPLICABLE LAW. This agreement shall be construed and interpreted in accordance with the laws and judicial decisions of the State of Illinois and all questions of performance hereunder shall be determined in accordance with such laws and judicial decisions; by execution of this Agreement, COMPANY and THE VILLAGE agree to submit to the jurisdiction of the courts of the State of Illinois.
10. AMENDMENTS AND MODIFICATIONS. This Agreement may not be amended or otherwise modified other than by a written agreement signed by all of the parties hereto.
11. FAIR DEALING. The parties recognize and intend that portions of this Agreement are very general in nature, and the parties acknowledge that they intend to operate in good faith and deal fairly with one another when interpreting their respective obligations hereunder.
12. FORCE MAJEURE. The parties shall not be liable to each other for any failure or delay in fulfilling the terms of this Agreement due to fire, strike, war, civil unrest, terrorist action, government regulations, acts of nature or other causes which are unavoidable in nature and beyond the reasonable control of the party claiming force majeure. This provision shall not be construed as relieving any party from its obligation to pay any sum due to the other party. In the event that force majeure were to prevent material compliance with this Agreement for more than 90 days, either party shall have the right to terminate this Agreement.

13. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. If executed in multiple counterparts, this Agreement shall become binding when two or more counterparts hereto, individually or taken together, bear the signatures of all of the parties reflected hereon as the signatories. A Facsimile signature to this Agreement shall be deemed to be an original for all purposes.

IN WITNESS WHEREOF, THE VILLAGE and COMPANY have executed this Agreement on the date hereof.

Village of Barrington Hills

Intelligent Solutions, Inc.

Printed Name

Printed Name

Signature

Signature

Title

Title

Date

Date

Addendum A

Hardware Included

(1) CAD SERVER

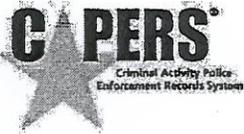
(2) Intel Dual/Quad Core Xeon CPU (Dual Processor capable preferred)
4GB DDR2 Memory
(2) 146GB Hot-Plug SCSI or SAS Hard Drives (RAID 5+Warm Spare)
RAID Controller
DVD-ROM Drive
Dual Ethernet Adapters
Dual Power Supplies
Windows 2008 R2 Standard Server
3 Year 24x7 Warranty Parts & On-Site Labor

(1) DATABASE SERVER

(1) Intel Dual/Quad Core Xeon CPU
4GB DDR2 Memory
(4) 146GB Hot-Plug SCSI or SAS Hard Drives (RAID 5+Warm Spare)
RAID Controller
DVD-ROM Drive
Dual Ethernet Adapters
Dual Power Supplies
Windows 2008 R2 Standard Server
Microsoft SQL 2008 Server Standard Edition
Symantec Backup Exec with SQL Agent
3 Year 24x7 Warranty Parts & On-Site Labor

CAPERS Mobile

3 Year SSL Certificate



CAPERS Financing Addendum

This addendum serves to replace current payment structure as listed in Section 3 of the CAPERS agreement letter for the Village of Barrington Hills Police Department. This agreement between Intelligent Solutions, Inc and the Village of Barrington Hills is to establish financing payments to the amount of twenty four thousand dollars (\$24,000).

The Village of Barrington Hills agrees to pay five thousand dollars (\$5,000) down payment. The remaining balance of nineteen thousand dollars (\$19,000) will be financed over 24 payments at 0% annual percentage rate. Twenty three payments of \$791.66 will be due monthly beginning January 2012. Payments will be invoiced the first of each month and will be due within 30 days of invoicing. Final payment will be due 24 months after financing commencement in the amount of seven hundred ninety one dollars and eighty two cents (\$791.82) for a grand total of nineteen thousand dollars (\$19,000).

Annual Maintenance will not be included within this financing agreement and will be due based on agreed contract and terms set within.

No refunds, cancellations or amendments.

Sign and accepted:

Village of Barrington Hills

Intelligent Solutions, Inc

Print

Print

Title

Title

Date

Date