

RESOLUTION 24-02

A RESOLUTION APPROVING AN INFORMATION TECHNOLOGY INTER-AGENCY AGREEMENT WITH KANKAKEE COUNTY SHERIFF'S POLICE DEPARTMENT FOR MAINTAINING AND ADMINISTERING THE LOCAL AREA NETWORK (LAN) AND ALL INFORMATION TECHNOLOGY (IT) RELATED NEEDS.

BE IT RESOLVED by the President and Board of Trustees of the Village of Manteno, Kankakee County, Illinois, as follows:

Section 1

The Information Technology Inter-Agency Agreement, in substantially the same form as attached hereto as Exhibit "A," between the Village of Manteno and Kankakee County Sheriff's Police Department, is hereby approved and incorporated herein as a part of this Resolution.

Section 2

The President is hereby authorized and directed to execute the Information Technology Inter-Agency Agreement and such other documents as may be necessary to implement the same.

Section 3

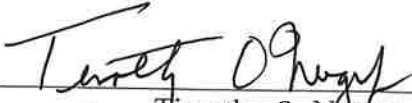
All resolutions or parts thereof in conflict with this Resolution are hereby repealed.

Section 4

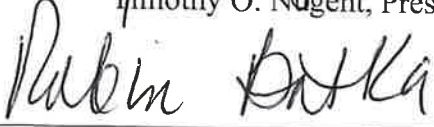
This Resolution shall be in full force and effect upon its adoption.

This resolution was adopted and filed in the office of the Village Cler of the Village of Manteno this 5th day of May, 2024.

RECORD OF THE VOTE	Yes	No	Abstain	Absent
President Timothy Nugent				
Trustee Timothy Boyce	✓			
Trustee Samuel Martin	✓			
Trustee Diane Dole	✓			
Trustee Todd Crockett				✓
Trustee Joel Gesky	✓			
Trustee Wendell Phillips				✓
TOTAL VOTES <i>or</i> BY OMNIBUS VOTE				



Timothy O. Nugent, President



Robin Batka, Village Clerk



Kankakee County Sheriff's Police Department
Information Technology Inter-Agency Agreement

This agreement is entered into, by and between, VILLAGE OF MANTENO
(Your Agency Name)(hereinafter referred to as the "Participating Agency") and the
County of Kankakee, Illinois and the Kankakee County Sheriff's Police Department
(hereinafter referred to as "Kankakee County."). This Agreement sets forth the conditions
governing the Administering of the Participating Agency's Information Technology
(hereinafter referred to as "IT" needs).

I. Purpose

Implementation of this Agreement is intended to allow and set forth the conditions for Kankakee County to serve as Participating Agency's IT needs.

II. Indemnification

The Participating Agency agrees to indemnify and hold harmless the County of Kankakee, Kankakee County Sheriff's Police Department and any of its employees or officials 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 security breach or data leak 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

Kankakee County, and representatives from Kankakee County's MIS Division, will be available, when applicable and appropriate, to administer Participating Agency's IT needs, including but not limited to, maintaining/building workstations, administering the Local Area Network (LAN), data back-ups/storage needs, and assisting in the purchasing and installing of basic equipment/hardware necessary for IT related needs.

IV. Suspension of Services and Termination

Both the Participating Agency and Kankakee County reserve the right to immediately and unilaterally suspend or terminate the agreement with appropriate notice and preparations as not to disrupt the daily workflow of either agency.

V. Participating Agency Responsibilities

1. Provide a Point-of-Contact (POC) that will serve as a liaison between Kankakee County and Participating Agency.
2. Pay an annual fee of \$3500 to Kankakee County for IT services rendered. This amount can be negotiated and reassessed at any time if mutually agreed upon by both parties.
3. Be responsible for ensuring any and all data associated with Participating Agency's network is secured and steps are taken with Participating Agency's staff to limit risk and exposure from vulnerabilities and foreign intrusion.
4. Be responsible for ensuring the confidentiality of all passwords and other login credentials to the Participating Agency's network and other systems associated with IT workflows.
5. Purchase and maintain any/all equipment necessary hardware associated with Participating Agency's IT needs; Kankakee County staff can/will assist as needed.
6. Allow for Remote and Physical Access to all necessary workstations/IT equipment
7. Conduct regular and routine software updates as deemed necessary by Kankakee County's Sheriff's MIS Division.
8. Train and educate Participating Agency's employees to remain in compliance with laws in accordance with the State of Illinois.
9. An understanding that Kankakee County Sheriff's MIS Division priorities remain with Kankakee County and any/all needs of the Participating Agency will remain secondary in terms of emphasizing and prioritizing workflow.
10. **Acquire/Maintain Cyber Liability Insurance**, with limits not less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Participating Agency or in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

VI. Kankakee County Sheriff's Police Responsibilities

1. Administer and maintain IT-related equipment needed to provide service to the Participating Agency.
2. To appoint an upper level employee in the Sheriff's Department to serve as the Agency Liaison for the duration of this agreement.
3. Provide all Passwords/Account Information to Participating Agency upon request or termination of this agreement.
4. Notify the Participating Agency's POC upon any service disruptions or outages in a timely fashion and prepare for such if/when necessary/applicable.
5. Maintain confidentiality associated with any records or data associated with Participating Agency's IT system.
6. Immediately relinquish access (i.e. Key, RFID Swipe Cards, Remote Data Access Connections, etc.) upon request of Participating Agency or termination of this agreement.

VII. 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 to Kankakee County executed by the authorized representatives of the Participating Agency and Kankakee County.

VIII. Venue and Governing Law

Venue for any contract disputes shall be in the Twenty-First Judicial Circuit, Kankakee County, Illinois. Intellectual property disputes shall be in the United States District Court for the Central 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.

IX. Notices

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

Participating Agency Chief Administrator





Chairman, Kankakee County Board

189 E. Court Street, Suite 502

Kankakee, Illinois 60901

Kankakee County Sheriff

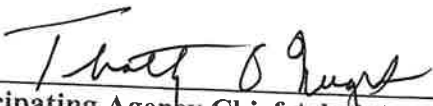
3000 S. Justice Way

Kankakee, Illinois 60901

X. 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

5/6/2024
Date

Timothy O. NUGENT
Type or Print Agency Chief Administrator Name

Village of Manteno 98 E. Third St. Manteno, IL 60950
Participating Agency Name and Address


Kankakee County Sheriff's Police Department
Michael D. Downey, Sheriff

5/17/24
Date