

RESOLUTION #2026-3

A RESOLUTION AUTHORIZING THE EXECUTION OF
AN AGREEMENT
BETWEEN THE CITY OF BELVIDERE AND
BOONE COUNTY FOR THE PROVISION
OF IT AND VOIP SERVICES

WHEREAS, the City of Belvidere (the City) is a Home Rule Municipality of the State of Illinois; and

WHEREAS, Boone County (the County) is an Illinois unit of local government; and

WHEREAS, Section 10 of Article 7 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) empower units of local government to contract among themselves to share services and exercise, combine or transfer any powers not prohibited by law; and

WHEREAS, the County operates an IT Department (the Department) that currently provides IT server network administration, client support and VOIP services to the County and City pursuant to an intergovernmental agreement that is expiring; and

WHEREAS, the City and the County find that it is still in the best interest of both parties to consolidate IT and VOIP services to take advantage of economies of scale and avoid duplication of services.

IT IS THEREFORE RESOLVED: by the MAYOR and CITY COUNCIL of the City of Belvidere, Boone County Illinois, as follows:

SECTION 1: The foregoing recitals are incorporated herein as if fully set forth.

SECTION 2: The Mayor, or his designee, is authorized to execute, the attached Intergovernmental Agreement between the City of Belvidere and Boone County Illinois for Information Technology Services which agreement is hereby approved.

Adopted by the City Council of the City of Belvidere, Illinois, this 16th day of February, 2026.

Approved:



Mayor

Attest:



City Clerk

(SEAL)

Ayes: Gramkowski, Hoiness, McGee, Montalbano, Peterson, Stevens, Albertini,
Brereton, Fleury and Frank.

Nays: None.

Absent: None.

Date Approved: February 17, 2026

**INTERGOVERNMENTAL AGREEMENT
FOR INFORMATION TECHNOLOGY SERVICES
BETWEEN THE CITY OF BELVIDERE
AND BOONE COUNTY, ILLINOIS**

WHEREAS, the City of Belvidere (the City), is an Illinois unit of local government, duly created and existing under the laws of the State of Illinois; and

WHEREAS, Boone County, Illinois (the County), is an Illinois unit of local government, duly created under the laws of the State of Illinois; and

WHEREAS, the City and the County previously entered into an Agreement on August 3, 2000, commonly known as the Public Safety Building Intergovernmental Agreement (the PSB Agreement) which provides for the joint operation and ownership of a Public Safety Building (PSB) between the City and the County and the joint funding, including salaries, of certain Public Safety departments, and

WHEREAS, the City and the County recognize that significant economies of scale and tax dollar savings can be realized by coordinating and consolidating IT purchasing, hardware and services; and

WHEREAS, the City and the County desire to enter into an agreement by which the County's IT Department will provide all information technology services to the City Administration, and all other City Departments, except the Belvidere Police Department, including but not limited to the joint hosting of email, server hosts and voice over IP phone system, including but not limited to migration of Fire Department IT systems; and

WHEREAS, The City and County acknowledge and agree that IT services to the City of Belvidere Police Department will continue to be provided for pursuant to the PSB Agreement and are outside the scope of this Agreement; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provide further authority for the City and the County to obtain or share service and to exercise, combine or transfer any power or function not prohibited by law or ordinance.

NOW, in consideration of the mutual promises and undertakings set forth in this Agreement and other valuable consideration the sufficiency of which is acknowledged, the City and the County agree as follows:

- 1) The foregoing recitals are incorporated herein as if fully set forth.
- 2) This Agreement shall not amend or otherwise affect the PSB Agreement previously entered into between the City and the County. As such, the provision

of IT services and hosting for the City of Belvidere Police Department shall be governed by that PSB Agreement.

3) **HARDWARE AND SOFTWARE PROCUREMENT AND COST SHARING.**

- a) The City and County agree to obtain such IT hardware and software, including, but not limited to, host servers, email servers, VoIP servers etc. as may be deemed necessary or consistent with best practices as recommended by the IT Department. The cost of hardware and software which only benefits a specific Party shall be borne by that Party. Costs of hardware and software, including initial and ongoing maintenance and licensing costs, that benefits more than one of the Parties shall be paid for from the IT Department budget and is included within the fee set forth in this Agreement.
- b) The intent of this Agreement is, in part, to consolidate hardware facilities. The IT Department shall, to the extent practicable, consolidate hardware facilities onto a single platform at a location that the IT Department deems most advantageous to all Parties. Each Party agrees to provide such space and utility needs, as is economically practicable, to facilitate the location of such hardware and provide IT Department staff access to such location.
- c) Each Party shall bear its own cost of individual licensing costs (frequently referred to as "CALs"). The IT Department will obtain such CALs as necessary on behalf of each Party but the Party shall be responsible for the cost.
- d) City will purchase licenses on the County's Microsoft Volume Licensing Agreement.
- e) End client user hardware and client specific software (e.g. personal computers, Microsoft Office, laptops etc.) shall remain the sole cost of each Party. Each Party agrees to coordinate with the IT Department to ensure compatibility of systems. The IT Department shall facilitate and coordinate purchasing and installation of such end client user hardware and software.
- f) Each Party may operate its own institutional software such as financial software, agenda management software etc. As set forth above, each Party shall bear the sole cost of such software and single entity related hardware. However, the IT Department will assist and coordinate in installing and maintaining such software. If technically and economically feasible, each Party may have the opportunity to move such single Party software package to a cloud-based platform from the vendor.
- g) Both Parties are required to participate in cybersecurity training for all employees. Each entity is responsible for paying for their own training.

4) **IT DEPARTMENT SUPPORT SERVICES:**

- a) The IT Department shall provide all support services for the Parties including, but not limited to VoIP phone, server and jointly operated hardware and software systems as well as individual client support services.
- b) If a Party maintains an independent network at a satellite location the IT Department shall, to the extent feasible provide services (including client support and networking) to that location. A Party seeking such support shall allow the IT Department, if feasible, remote access to such facilities.
- c) The IT Department shall provide support with respect to coordination with hosted and cloud-based software vendors for each Party.
- d) The IT Department shall prepare an annual budget which shall include projected costs of all shared software and hardware items as well as the amount of each Party's share of such costs.
- e) The IT Department shall engage in strategic planning and coordinate with the Parties for necessary hardware and software improvements, maintenance and procurements. The IT Department shall also coordinate with each Party and provide advice and recommendations for Party specific hardware and software needs and improvements.
- f) The IT Department shall be responsible for all regulatory oversight and coordination of software licensing, including the end user client licensing for each Party.

5) IT DEPARTMENT PERSONNEL.

- a) Employees of the IT Department shall be County employees and shall not be employees of the City. The County shall bear sole responsibility and authority to manage, hire, terminate or discipline any IT Department employee and to determine the salary and benefits of each IT Department employee.

6) CONFIDENTIALITY AND SECURITY:

- a) The IT Department shall store all data of the Parties in a manner that utilizes best practices to maintain confidentiality and protection from data breaches. The Parties' data shall be maintained in such a manner such that no Party shall have access to the any other Party's data through the use of segregated virtual servers, password protection, file permissions systems, etc.
- b) The IT Department will necessarily have access to each Party's data. The IT Department, and its personnel, shall maintain strict confidentiality of each Party's data and shall not disclose any such data, and shall not disclose the nature of any such data to another Party or any third Party.

- c) The IT Department shall maintain best practices in ensuring that all servers, software and data are protected from external security breaches or “hacks” including, but not limited to, maintenance of appropriate virus protection software, spam protection and firewalls.

7) **COMPENSATION:**

- a) The City shall pay the County an annual sum of \$110,000.00 for the services of the IT Department which sum will cover the City’s share of all expenses provided under this Agreement
- b) Payment of the compensation amount shall be made in two equal installments, in May and October.
- c) The first installment at the new rate of \$110,000.00 per year shall begin in May 2026.
- d) Starting May 2027, and every year thereafter, there will be an annual increase based on the higher of CPI-U Midwest (Consumer Price Index) from the December of the prior year or 3%.

8) **TERMINATION:**

- a) This Agreement shall be for a term of three (3) beginning May 1, 2026. During the initial term it may only be amended or terminated by the mutual written consent of the Parties.
- b) Unless a Party provides notice to terminate the Agreement at least one-hundred and eighty (180) days prior to the termination of the initial term, the Agreement shall continue beyond the initial term. After the initial term, any Party may terminate this Agreement upon one-hundred and eighty (180) days notice to the other Parties.
- c) In the event this Agreement is terminated, the IT Department shall facilitate the conversion of IT services of each Party to a new vendor or to in house staff, including, but not limited to recommendations on necessary hardware, software and support services. This obligation shall continue after termination for an additional one-hundred and eighty (180) day period.

9) **MISCELLANEOUS:**

- a) This Agreement may be modified only by the mutual written consent of the Parties after appropriate authorization and approval of their Board or Council.
- b) This Agreement supersedes all prior agreements, negotiations and exhibits and is a full integration of the entire agreement of the Parties. It does not supersede the existing Public Safety Building Intergovernmental Agreement, however in the event of a contradiction between that Agreement and this IT Department Agreement, the terms of this Agreement shall prevail.

- c) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- d) During the term of this Agreement, the City shall not directly solicit for employment any IT employee of the IT Department unless employee has been separated from County employment for a minimum of 12 months.
- e) If any provision, covenant, agreement or portion of this Agreement or its application to any person, or entity is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement, and to that end all provisions, covenants or portions of this Agreement are declared to be severable.
- f) All notices related to this Agreement shall be in writing and shall be deemed delivered to the addressee two (2) days after deposit in the United States mail, postage prepaid, or one (1) day after deposit with any nationally known and reputable overnight courier service, charges prepaid or one (1) day after delivery by facsimile accompanied by a confirmation indicating receipt of the facsimile. All notices shall be addressed as follows:

If to County: To: Board Chairman of the
Boone County Board
Boone County Courthouse
601 N. Main Street
Belvidere, Illinois 61008

With a Copy To: Boone County State's Attorney
Boone County Courthouse
601 N. Main Street
Belvidere, Illinois 61008


If to City: To: City Clerk
City of Belvidere
401 W. Whitney Blvd.
Belvidere, Illinois 61008

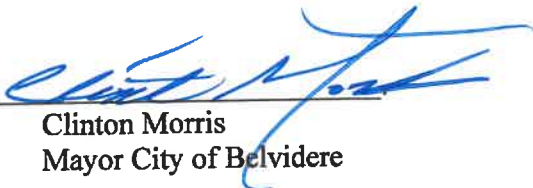
With a Copy to: City Attorney
City of Belvidere
401 W. Whitney Blvd.
Belvidere, Illinois 61008


- g) Any Section titles or numbers are for convenience purposes only and shall not be considered in any interpretation of this Agreement.


- h) This Agreement is non-assignable and any attempt to assign this Agreement by either Party without the express written consent of the other shall be deemed null and void. Further, any attempt to assign this Agreement without the prior written consent of the other Party shall be deemed a material breach and the non-breaching Party may declare the Agreement immediately terminated.
- i) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to conflicts of law rules.
- j) Any action brought to enforce this Agreement, or arising out of this Agreement or related to this Agreement shall be brought in the 17th Judicial Circuit, Boone County Illinois and the Parties submit to the jurisdiction of and venue in that Court.
- k) This Agreement is an agreement solely between the Parties and exists only for the benefit of the Parties. There are not intended third Party beneficiaries to this Agreement.

Signed this 22ND day of JANUARY, 2026.

By: 
Karl Johnson
Chairman Boone County Board

By: 
Clinton Morris
Mayor City of Belvidere

Attest: 
Boone County Clerk

Attest: 
City Clerk