



200 South Fourth Street
DeKalb, Illinois 60115
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DATE: October 19, 2016

TO: Honorable Mayor John Rey
City Council

FROM: Ann Marie Gaura, City Manager
Patty Hoppenstedt, Assistant City Manager

SUBJECT: Ratifying an Agreement with Tracy Smith for Information Technology Support Services.

I. Summary

Former City of DeKalb Police Commander Tracy Smith retired from the Police Department this past June, after decades of honorable service with the City. His duties evolved over time to include maintaining the City's public safety computer systems for both the Police and Fire Departments. Mr. Smith's expertise with the public safety systems was needed after his retirement since there was not an Information Technology (IT) Director in place yet. Mr. Smith agreed to return on a limited, part-time consulting basis as an independent contractor. A new IT Director is anticipated to be hired by the end of this calendar year, however to ensure a smooth transition, the continued services of Mr. Smith are needed.

II. Background

While former Police Commander Smith started as a patrol officer, over time his duties evolved to include a substantial amount of work to maintain the City's public safety computer systems including telecommunications (such as the STARCOMM system), servers used for the City's Records Management System, systems used to generate and store recordings of surveillance footage from within the Police Department, footage used to interview suspects of serious crimes, footage from City patrol vehicles, 911 and emergency telecommunications systems, in-car mobile computers, and numerous other IT systems for both the Police and Fire Departments.

Those systems are essential to the operation of the Police and Fire Departments. They are necessary to receive emergency calls and dispatch assistance, to generate and preserve evidence, and to provide the information that keeps the City safe.

With former Commander Smith's retirement in June, the City faced an immediate crisis by not having on-call IT personnel who are familiar with the City's specific computer systems and able to keep them operational at all times. On June 29, 2016, the City Manager entered into an agreement with Mr. Smith to provide IT support services to the City's public safety computer system. An agreement to retain Mr. Smith until a new IT Director is hired needs to be approved by the City Council in the event the contract exceeds \$20,000.

The IT Director recruitment has taken longer than anticipated, and the position is expected to be filled by the end of 2016. In the long term, the hiring of the IT Director will resolve this issue and the services of a part-time consultant will no longer be needed.

III. Community Groups/Interested Parties Contacted

Other vendors could have been contacted, however Mr. Smith's expertise and knowledge of the Police and Fire Departments computer systems necessitated him to be brought on immediately to help preserve public safety.

IV. Legal Impact

The City has the legal authority to enter into an agreement of this format and to fund the expenses contemplated therein.

V. Financial Impact

Former Commander Smith's position was filled in September, however there are three vacant police officer positions that are in the process of being filled and a retirement planned for November. Although these positions are not affiliated with Mr. Smith's current status as a part-time consultant for the City, there will be salary savings in the FY2016.5 Police Department budget. No budget adjustment is being recommended at this time.

VI. Options

1. Ratify the agreement with Tracy Smith for Information Technology Support Services on an interim basis and within budget amounts.
2. Do not approve the agreement. This is not recommended by staff as it would disrupt the maintenance of the City's computer system and the transition to a new IT Director.



VII. Recommendation

Ratify an agreement with Tracy Smith for information technology support services within budget amounts.



RESOLUTION 2016-

**RATIFYING AN AGREEMENT WITH TRACY SMITH
FOR INFORMATION TECHNOLOGY SUPPORT
SERVICES.**

WHEREAS, the City of DeKalb, DeKalb County, Illinois is a home rule community with those powers granted under the provisions of the Illinois Constitution and the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et. seq.*; and

WHEREAS, the City's public safety computer system is essential to the operation of the Police and Fire Departments; and

WHEREAS, former City of DeKalb Police Commander Tracy Smith retired from the Police Department this past June, after decades of honorable service with the City, and his duties evolved over time to include maintaining the City's public safety computer systems for both the Police and Fire Departments; and

WHEREAS, former Commander Smith's expertise with the public safety computer systems was needed after his retirement and on June 29, 2016 the City of DeKalb City Manager executed an agreement with Tracy Smith for information technology support services; and

WHEREAS, a new IT Director is not anticipated to be hired until the end of 2016, and the continued services of Tracy Smith are needed to ensure a smooth transition and to keep the City's public safety computer systems operational at all times; and

WHEREAS, the City's Purchasing Policy states: If any City purchase increases the total over \$20,00 for the current fiscal year, the contract must be presented to the City Council for approval; and

WHEREAS, the ratification of said agreement constitutes approval to exceed the \$20,000 staff spending limitation; and

WHEREAS, the City has determined to ratify an agreement for information technology support services with Tracy Smith, and further finds that such action is necessary and appropriate, and that the conditions attached hereto protect the public health, safety and welfare;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

Section 1: The City Council of the City of DeKalb hereby ratifies an agreement with Tracy Smith for information technology support services. Said agreement shall be substantially in the format attached hereto as Exhibit A, with such modifications as shall be acceptable

to the Mayor with the advice and recommendation of the City Manager.

Section 2: That the City Clerk of the City of DeKalb, Illinois be authorized and directed to attest the Mayor's Signature and shall be effective thereupon.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a regular meeting thereof held on the _____ day of _____, 2016, and approved by me as Mayor on the same day.

ATTEST:

JENNIFER JEEP JOHNSON, City Clerk

JOHN A. REY, Mayor

Exhibit A

INFORMATION TECHNOLOGY CONSULTANT INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

THIS AGREEMENT, by and between the City of DeKalb, hereinafter referred to as the "City" and "**Tracy Smith**" hereinafter referred to as the "Consultant", with the City and Consultant agreeing as follows below.

A. Services:

Consultant agrees to serve the City as a Consultant for the City for a period of time from July 1, 2016 until termination hereof (subject to the limits included below). In this capacity, Consultant shall be responsible for the provision of those services described in the attached Exhibit A.

The City and Consultant acknowledge that he shall not be a sworn police officer and shall work as a civilian contractor for the City. This Agreement shall neither diminish nor enhance the status of the Consultant as a peace officer retired from the City of DeKalb Police Department in good standing.

Consultant shall report to the Chief of Police or his designee; services provided by Consultant during the term of this Agreement shall be at the direction of the Chief of Police or his designee.

B. Term:

Services will be provided as needed and directed by the City beginning on the date of execution of this agreement and continuing until notice of termination is provided by one of the parties, in writing.

C. Compensation:

Consultant shall receive as compensation for all work and services to be performed herein, at the rate of \$55.00 per hour. It is estimated that Consultant shall provide roughly twenty hours of work per week. All services shall be billed in increments of not less than one half hour. Consultant shall not be eligible to receive any benefits or compensation of any kind other than this compensation and the Reimbursements described in section (D) below. Consultant is not and shall not be an employee of the City, and shall not be eligible to participate in any health insurance or retirement plans otherwise offered by the City.

Consultant's work schedule, response times and availability shall be subject to the approval of the Chief of Police or his designee.

The Parties expressly acknowledge that this Agreement is being entered into pursuant to the City Manager's spending authority, and in no event shall the sum of all charges contemplated herein, inclusive of all fees, expenditure reimbursements

or other payments of any kind, exceed Twenty Thousand Dollars (\$20,000.00). Unless and until the City provides written notice to Contractor that this agreement has been ratified, approved or amended by the City Council and can exceed that threshold, this Agreement shall be deemed to terminate automatically, without any obligation for further notice, work or payment, upon reaching the threshold.

D. Reimbursements:

Consultant shall be reimbursed for use of his personal automobile for City business at the then-current mileage rate established by the US Internal Revenue Service. Consultant shall be provided with a City-issued cellular telephone and City-issued laptop computer. Any other expenses proposed for reimbursement shall require the express, written pre-approval of the Chief of Police. Consultant shall maintain liability insurance with coverage in at least minimum amounts as required by law on any personal vehicle utilized for business purposes; this liability insurance coverage shall be the primary coverage on any such personal vehicle.

E. Compliance with Laws:

Consultant agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws, including but not limited to the Freedom of Information Act. Consultant agrees to keep information obtained by consultant in the course of performing duties for the City confidential, and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Consultant acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the City to produce certain records that may be in the possession of Consultant. Consultant shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Consultant was, in fact, the City). Consultant shall review its records promptly and produce to the City within two business days of contact from the City the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Consultant may request the City to extend the time do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions.

F. Independent Contractor:

Consultant shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the Consultant under this agreement shall be that of an independent contractor. Consultant will not be considered an employee to the City for any purpose. The parties agree that the Consultant is exclusively responsible for the determination of

what work is required to complete his work, and for the means and methods of completing such work. The City's compensation to Consultant shall be limited to that described herein, and the City shall not reimburse any expenses, provide any benefits, withhold any employment taxes or otherwise have a financial relationship with Consultant other than payment of the stated compensation authorized herein. In the event that the City determines, in its sole discretion, that it is economically advantageous for the City to provide certain supplies or tools for use by Consultant in lieu of paying Consultant to provide the same, the City and Consultant agree that Contractor shall then utilize the City's equipment or supplies according to its own determination of their best and appropriate use. Consultant shall be responsible for determining its sequence of performance for required work. Consultant's work shall be evaluated by the City based upon the end result of such work. In the event that Consultant is compensated on an hourly basis under the terms of this Agreement, the City and Consultant agree that Consultant's compensation is usual and customary, based on the terms that Consultant offers its services to the market in general.

G. Certifications:

Employment Status : The Consultant certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery : The Consultant certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default : If the Consultant is an individual, the Consultant certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification : The Consultant certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting : The Consultant certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

Drug Free Workplace : The Consultant certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Consultants, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Non-Discrimination, Certification, and Equal Employment Opportunity : The Consultant agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Consultant shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Consultant agrees to incorporate this clause into all subcontracts under this Contract.

International Boycott: The Consultant certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits : If 30 Illinois Compiled Statutes 500/20-65 requires the Consultant (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Consultant agrees to cooperate fully with any audit and to provide full access to all relevant materials.

Tax Payer Certification: Under penalties of perjury, the Consultant certifies that its Federal Tax Payer Identification Number or Social Security Number is 320-60-3788 and is doing business as a (check one): Individual Real Estate Agent Sole Proprietorship Government Entity Partnership Tax Exempt Organization (IRC 501(a) only) Corporation Not for Profit Corporation Trust or Estate Medical and Health Care Services Provider Corp.

H. Indemnification:

The City shall indemnify and hold harmless Consultant from any claims or liabilities asserted against him as a result of his services as Consultant under this Agreement. The foregoing indemnification shall not apply: a) to the extent that any claim may be covered under one or more policies of automobile or comprehensive general liability insurance maintained by Consultant (the parties acknowledging that such insurance policies shall have primary applicability for such covered claims); or, b) to the extent that a claim arises solely out of the intentional or grossly negligent acts of Contractor.

I. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue and jurisdiction for any legal action arising out of or related to this Agreement shall be exclusively fixed in the DeKalb County Circuit Court, DeKalb County, Illinois.

J. Authority of Consultant:

Consultant shall be provided with administrator-level access to the City's computer and network systems, communications systems and related information technology software, hardware and infrastructure ("City Systems"). Consultant shall be provided with full access to all City Systems to the fullest extent of the law, except as may be limited by the Chief of Police. Consultant shall provide the Chief of Police with a copy of all log-in information (inclusive of usernames, passcodes, security codes/settings or other log-in information), and shall establish such user or administrative accounts as the Chief of Police shall direct from time to time. Consultant shall retain the use of his present "@cityofdekalb.com" email address for the convenience of the City in communicating with the Consultant, but Consultant shall utilize reasonable efforts to avoid use of such email address for personal communications or for business communications not relating to the interests of the City of DeKalb.

The Parties acknowledge that Consultant shall have access to criminal history information and related data and information which is access-restricted to persons having a legitimate need to access such data, to persons having all legally required training to access such data, and to persons having a legal need to access such data. Consultant shall maintain in good status all trainings and certifications necessary to access such data, and shall engage in accessing such data only in the performance of his official duties under the terms of this Agreement.

Consultant shall configure City Systems as directed by the Chief of Police or his designee, and shall use his best efforts to avoid a violation of any applicable laws or regulations, or any unintentional third party breach of City Systems security or integrity. Consultant shall coordinate his efforts with City employees, personnel and contractors, but shall act at the direction of the Chief of Police or his designee.

K. Additional Terms or Modification:

All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

L. Notices:

All notices required to be given under the terms of this License shall be given via mail, addressed to the parties as follows:

For the City:

For the Consultant:

City Manager
City of DeKalb
200 S. Fourth Street
DeKalb, IL 60115

Tracy D Smith
612 N. 7th Street
DeKalb, Illinois
60115

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.


M. Assignment:

Consultant shall not assign or subcontract the performance of any obligation under this Agreement, except with the express, written consent of the City.

Agreed to this 29th day of JUNE 2016.

City of DeKalb

Consultant


City Manager

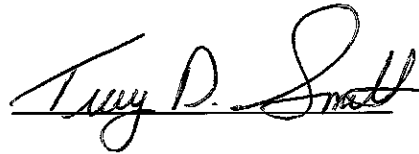


Exhibit A:

Assigned Duties

- **OSSI Support**
 - Assist staff with management and provide technical support to City public safety software (OSSI) including Computer Aided Dispatch (CAD), Records Management System (RMS), Mobile Computer Terminal (MCT), Police to Police program (P2P) along with approximately 20 other OSSI applications.
 - Apply and manage updates applied to system to ensure stable operations
 - Troubleshoot and resolve database errors for staff
 - Recover electronic reports for officers
 - Load, configure and maintain all OSSI software for Police, Communications, Crime Free Housing, Records and Fire personnel (50+ computers)
 - Investigate and advise OSSI of program issues
 - Coordinate fixes to OSSI software with vendor
 - Coordinate CAD mapping software between GIS and PD/FD

- **LEADS**
 - Assist staff with maintenance of LEADS access for officers and staff
 - Advise regarding CJIS compliance

- **Livescan Machines**
 - Provide software and hardware support for two machines
 - Apply updates and fixes as needed

- **Starcom Radio Systems**
 - Ensure upgrades to system are applied and functioning as expected
 - Coordinate annual radio inspection for 80 PD portable radios and 4 consoles
 - Schedule repairs to radios as needed
 - Propose a backup plan and procedure in the event of a Starcom outage, for consideration and implementation by City.

- **Training**
 - Provide ongoing training in the software applications that the Police Department utilizes
 - OSSI Software Suite
 - Appriss Accident Program

- Livescan revisions
 - Electronic Citations
- **IT Coordination and planning**
 - Provide Milestone Camera system and S2 security system implementation and maintenance
 - Coordinate technology programs that affect various departments within the City
 - Make recommendations regarding use of technology and streamlining of City operations
 - Make recommendations for future upgrades and replacement of equipment as needed
- **Parking System**
 - Provide consultation regarding electronic parking citations system within OSSI
 - Provide consultation regarding electronic citations for moving violations and ordinance violations
- **APS -- Electronic Citation System**
 - Provide consultation regarding electronic traffic citation program with APS
 - Allows officers to write traffic citations in the field electronically
- **Interfaces**
 - Ensure interfaces to external applications are working as expected, including:
 - Zoll
 - Firehouse
- **S2 -- Building Security System**
 - Ensure system performing effectively
- **Milestone Camera System**
 - Ensure system performing effectively
- **Illinois State Police Lab Program**
 - As requested, provide consultation regarding the ISP lab program
- **Arbitrator Squad Camera System**
 - Oversee the squad car camera system maintenance and installation
 - Ensure videos produced by squad are uploaded and maintained on the server

- **Code Red**
 - Oversee the CodeRed citizen notification system

- **AVRS**
 - Provide consultation regarding AVRS accident program
 - Provide training to staff to ensure accident reports are made available for public in timely manner

- **NICE recording systems**
 - Maintain NICE radio and phone recording systems including necessary backups

- **Other services as requested from time to time, or as directed by the Chief of Police**