

RESOLUTION NO. 2012-09-060R

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE
URBANA PARK DISTRICT FOR TREE INVENTORY SERVICES**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana,
Champaign County, Illinois, as follows:

Section 1.

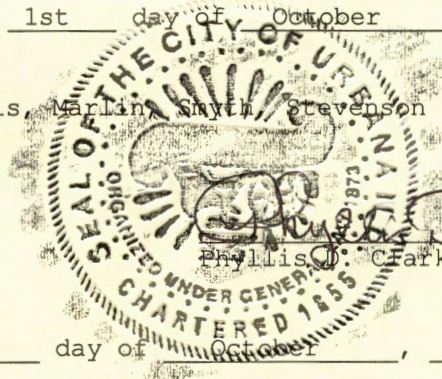
An Intergovernmental Agreement for Tree Inventory Services between the City
of Urbana, Illinois, and the Urbana Park District, in substantially the form
of the copy of said Agreement attached hereto and hereby incorporated by
reference, be and the same is hereby authorized and approved.

Section 2.

The Mayor of the City of Urbana, Illinois, be and the same is hereby
authorized to execute and deliver and the City Clerk of the City of Urbana,
Illinois, be and the same is hereby authorized to attest to said execution of
said Agreement as so authorized and approved for and on behalf of the City of
Urbana, Illinois.

PASSED BY THE CITY COUNCIL this 1st day of October, 2012.

AYES: Bowersox-Johnson, Lewis, ~~Marling~~, ~~Smith~~, Stevenson
NAYS:
ABSTAINS:



Phyllis D. Clark
Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this 3rd day of October, 2012.

Laurel Lunt Prussing
Laurel Lunt Prussing, Mayor

INTERGOVERNMENTAL AGREEMENT FOR TREE INVENTORY SERVICES

THIS AGREEMENT ("Agreement") is made and entered into between the City of Urbana, Illinois, a municipal corporation (the "City") and the Urbana Park District, a district organized and existing under the Park District Code of the State of Illinois (the "Park District") and is effective on the last date signed by a party hereto. The City and the Park District are sometimes referred to as the "Parties."

Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, enable the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation.

The responsibility to maintain public trees within the jurisdictional boundaries of the City and the Park District rests with the Parties.

The Parties find that the best interests of the public are served by maintaining a proactive urban forestry management program that prioritizes public safety and tree preservation.

The Parties agree that the best approach to maintaining a community forest is to have an organized, proactive management program including a tree inventory, tree management plan and software that allows staff to prioritize, schedule, and budget effectively and that gives citizens and residents accurate information about their urban forest and encourages them to participate in its care.

The Parties have reached an agreement as to the funding of a shared tree inventory as follows:

1. Tree Inventory Contractor and Software Supplier. The City will enter into a contract with the Davey Tree Expert Company ("Davey"), as selected through the City's request for proposals process, for tree inventory data collection and data management software. The contract will require Davey to consult with the Parties to an equal extent with regard to the content of the scope of the work and the approval of the final work product.
2. Commencement of Work. The Parties agree to reasonably cooperate to allow Davey to commence work by October 1, 2012, and to complete work no later than April 30, 2013.
3. Cost Sharing. The Parties will be proportionally responsible for the costs of completing the tree inventory, creating a multi-year management plan, annual subscriptions fees for web-based software and on site software training and support as follows: 78% City and 22% Park District. The cost sharing is based on the estimated total number of trees each Party must inventory: 14,000 City and 4,000 Park District. If the tree counts substantially differ from these estimates the Parties will meet and develop a revised agreement mutually acceptable to both Parties.
4. Invoices and Payment. The City will invoice the Park District for its share of the tree inventory and software costs. The Park District shall pay invoices within 30 days of receipt.
5. Further Actions. The City, and the Park District agree to take any further official action necessary to accomplish their respective obligations as set forth in this Agreement, including the passage of legally sufficient resolutions or ordinances, the appropriation or budgeting of money, the pass-through of federal funds, and any and all other undertakings

set forth in this Agreement. The President of the Park District Board and the Mayor of the City are authorized by the approval of this Agreement by the respective governing bodies of the City and the Park District to execute any such documents necessary to carry out the terms of this Agreement.

6. Duration; Termination. This Agreement will be effective until October 1, 2017, and may be terminated by either Party upon thirty (30) days written notice given by the terminating party. The Parties agree that if Davey has not commenced the work by March 1, 2013, this Agreement will terminate without further action by the Parties.

7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on the Parties except to the extent incorporated in this Agreement. Any modification of this Agreement must be in writing and must be signed by the Parties hereto.

8. Notices. Notice with respect to any matter contained herein shall be sent first class and mailed to:

CITY:

City Arborist
Urbana Public Works Department
706 South Glover Avenue
Urbana, Illinois 61802

Park District:

Superintendent of Operations
Urbana Park District
1011 E. Kerr Avenue
Urbana, Illinois 61802

9. Execution by Counterpart. This Agreement may be executed in counterparts, each of which will for all purposes be deemed to be an original and will together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement.

CITY OF URBANA, ILLINOIS

Urbana Park District

By: Laurel Lunt Prussing
Laurel Lunt Prussing, Mayor

By: Michael Walker
Michael Walker, Board President

Dated: October 4, 2012

Dated: October 9, 2012

ATTEST:

Phyllis D. Clark
Phyllis D. Clark, City Clerk

ATTEST:

Patricia J. Robinson
Secretary

Approval as to form:

Paul Rerson
City Attorney

Approval as to form:

Patricia J. Robinson
Park District Attorney