

RESOLUTION NO. 2017-06-039R

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL LEASE AGREEMENT
(COMPUTER SERVER STORAGE AT COUNTY BUILDING)**

WHEREAS, the City of Urbana, Illinois (“City”) is a home rule unit of local government pursuant to the Illinois Constitution of 1970 and the Illinois Municipal Code. ILCS Const. Art. 7, § 6; 65 ILCS 5/1-1-9; and

WHEREAS, Champaign County, Illinois (“County”) is a unit of local county government; and

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

WHEREAS, The County and the City desire to cooperate in the storage of the City’s back-up computer servers in the upper level of the Brookens facility, a location that provides a desirable degree of security and protection for said servers in the event that the City’s computers servers at the City Building at are incapacitated by a severe storm or other catastrophic event; and

WHEREAS, the City and the County desire to enter into this Lease with the for the purpose of memorializing the respective Party’s rights and responsibilities with regards to said use of the Brookens facility, including identifying a reasonable amount of consideration to be paid by the City to the County for the use of said space.

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

Section 1.

The aforesaid Intergovernmental Lease Agreement shall be and hereby is authorized and approved in substantially the form and substance as the exhibit appended hereto and made a part hereof.

Section 2.

The Mayor of the City of Urbana, Illinois, shall be and hereby is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized

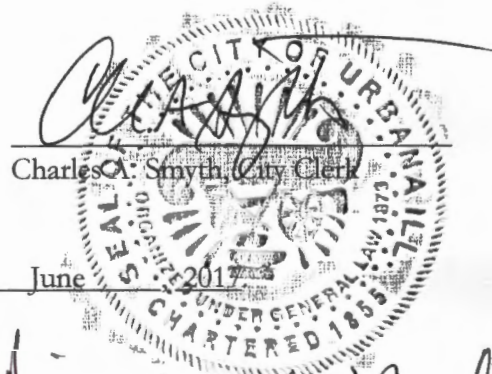
to attest to said execution of said Agreement in substantially the form and substance appended hereto and made a part hereof.

PASSED BY THE CITY COUNCIL this 19th day of June, 2017.

AYES: Ammons, Brown, Hazen, Jakobsson, Roberts, Wu

NAYS:

ABSTENTIONS:



Charles A. Smyth
Charles A. Smyth, City Clerk

APPROVED BY THE MAYOR this 20th day of June, 2017.

Diane Wolfe Marlin
Diane Wolfe Marlin, Mayor

INTERGOVERNMENTAL LEASE AGREEMENT

This Intergovernmental Lease Agreement ("Lease") is made and entered into on the date it is first fully executed by the parties hereto, by and between the City of Urbana, Illinois, a municipal corporation, hereinafter referred to as the "City", and Champaign County, Illinois, hereinafter referred to as the "County" (collectively, the "Parties").

WHEREAS, the County is a unit of local county government within the State of Illinois;

WHEREAS, the City is a municipal corporation, a body politic, and a home rule unit of government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois, 1970 and , the Intergovernmental Cooperation Act (5ILCS220/1-220/9) provide authority for local governments to contract or otherwise associate among themselves to obtain and share services and the exercise, combined or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, The County and the City desire to cooperate in the storage of the City's back-up computer servers in the upper level of the Brookens facility, a location that provides a desirable degree of security and protection for said servers in the event that the City's computers servers at the City Building at are incapacitated by a severe storm or other catastrophic event; and

WHEREAS, the City and the County desire to enter into this Lease with the for the purpose of memorializing the respective Party's rights and responsibilities with regards to said use of the Brookens facility, including identifying a reasonable amount of consideration to be paid by the City to the County for the use of said space.

NOW THEREFORE, in exchange of good, valuable and mutual consideration which the Parties hereto acknowledge as having in hand received and for the exchange of the terms, conditions and covenants contained in this Lease, the City and the County hereby agree as follows:

Section 1. Recitals The recitals set forth above are hereby incorporated by reference in this section.

Section 2. Premises subject to the lease. The portion of the Brookens facility that is the subject of this Lease is a portion of a room located in the upper level of said facility in the balcony overlooking the gym, which room is depicted in Exhibit "A" attached hereto and incorporated by reference herein, having an area of approximately twenty-five square feet.

Section 3. Use of the premises. The City shall use the premises for the purpose of storing, operating and maintaining one Power 7 computer server, one Uninterruptible Power Supply (UPS) and other computer back-up equipment to function as an emergency back-up for computer servers operated and maintained by the City at the City Building. Employees of the City shall have access to all common areas in the Brookens facility as necessary to access and use the premises described in Section 2 of this Agreement for operating, maintaining and repairing the said computer servers, and shall have access to restroom facilities in said facility when present at that facility for purposes of operating, maintaining and repairing said computer servers.

Section 4. Term of Lease. The term of this Lease shall commence on the date it is first fully executed by the parties hereto, and shall end ten years thereafter, unless otherwise terminated at an earlier date as provided in this Lease.

Section 5. Rent for the premises. The City agrees to pay the County three hundred and no/hundredths dollars (\$300.00) annual which sum shall be paid by the City upon execution of this Lease, and on or before each anniversary date of this Lease, for so long as this Lease remains in full force and effect.

Section 6. Utilities for the premises. The County shall be responsible at the County's sole expense for providing the utilities necessary to maintain the functionality of the premises, including heat, air conditioning and electricity necessary to operate the City's computer servers.

Section 7. Condition of Premises . The City has inspected the premises just prior to executing this Lease, and accepts said premises in their "As Is" condition.

Section 8. Personnel Security Controls. The area where the City server is located must follow personnel security controls consistent with the FBI CJIS Security Policy for all persons with unescorted access, including janitorial staff. (The current FBI CJIS Security Policy, which may be amended from time to time, may be found here: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>)

Section 9. Janitorial Services. Janitorial services will be made available by the County as necessary to maintain the premises, at no charge to the City.

Section 10. Maintenance and Repairs.

(a) Maintenance of Premises. During the term of this Lease, the County shall be responsible for the any and all maintenance of the premises.

(b) Repairs to Premises. The County shall be responsible for any and all repairs to the heating, sewer, plumbing, mechanical, electrical, and air conditioning systems serving the leased premises. The County shall not be responsible for any repair to the City's computer servers maintained in the premises.

Section 11. Surrender Upon Expiration. Upon the expiration of the term of this Lease, or upon the date of termination by other means authorized herein, the City shall surrender the premises to the County immediately without further notice or legal process in good condition and repair, ordinary wear and tear excepted and remove all City personal property from the Premises.

Section 12. Insurance. All insurance policies pertaining to operations of the County at the Brookens facility shall continue to be maintained by the County. The City shall maintain insurance coverages, including but not limited to Worker's Compensation, General Liability and Property Insurance related to the operations conducted by the City personnel, personal property, and the computer servers maintained in the premises by the City.

Section 13. Default.

In the event a Party to this Lease shall default (the "Defaulting Party") on any term, provision or covenant of this Lease, the other Party (the "Non-Defaulting Party") shall give written notice to the Defaulting Party which describes the nature of the alleged default and the section of this Lease which is believed to be in default. The Defaulting Party shall have twenty-one (21) days in which to (i) cure such default; (ii) provide a written response to the Non-Defaulting Party stating why the Defaulting Party believes it is not in default; or (iii) provide a timetable for curing the said default if the same cannot be cured within the aforesaid twenty-one (21) day period. In the event that the Defaulting Party is unable to demonstrate that no default has occurred or fails to cure the default within a time provided in this section, this Lease shall be deemed automatically terminated fifty-one (51) days following the date of the notice of default.

Section 14. Termination.

(a) Destruction of Premises or Building. In the event that the premises are rendered unusable for the City's purposes by reason of fire, explosion or other casualty or reason, natural

or otherwise, the City or the County shall each have the option to terminate this Lease with thirty (30) days prior written notice to the other party.

(b) Right to Terminate Lease. In addition to the Parties' respective rights to terminate this Lease upon a Party's failure to correct a default as provided in Section 13 of this Lease, either Party may terminate this Lease with or without cause upon the giving of the other Party hereto ninety (90) days prior written notice of the said Party's intent to terminate this Lease.

(c) Abatement of rent. In the event of termination by either party pursuant to the terms of this Section, the parties shall make an adjustment to the annual rent by prorating the rent by the number of days in the year which the City maintains its computers and related equipment at Brookens divided by the number of days in the year in which notice of termination is given.

Section 15. Indemnification. Each Party to this Agreement shall indemnify, defend and hold harmless the other Parties from any and all causes, actions, causes of action, claims, judgments, decrees, judgments, rights, remedies, defenses, and damages, whether bodily, personal or property, of every nature which arise out of or which are directly or proximately caused by the Party's intentional, willful, wanton, grossly negligent, or negligent breach of this Lease.

Section 16. Notices. Any and all notices, demands or communications required to be given hereunder shall be in writing and sent by certified mail, return receipt requested:

a. To the County as follows: County Administrator, Champaign County, 1776 East Washington Street, Urbana, Illinois 61802, or at such other place as the County may designate hereafter in writing.

b. To the City as follows: Mayor of the City of Urbana, 400 S. Vine St., Urbana, IL 61801.

Notices shall be deemed effective and received by the Party to whom the notice is given four (4) business days after placing the written notice in a properly addressed and stamped envelope and placing the same with the United States Postal Service.

IN WITNESS WHEREOF, the parties hereto, pursuant to authority given by their respective governing bodies, have caused these presents to be executed by their duly authorized officers, duly attested, on the dates set forth below.

CITY OF URBANA, ILLINOIS

By: *Diane Wolfe Marlin*
Diane Wolfe Marlin, Mayor

Date: 6.29.17

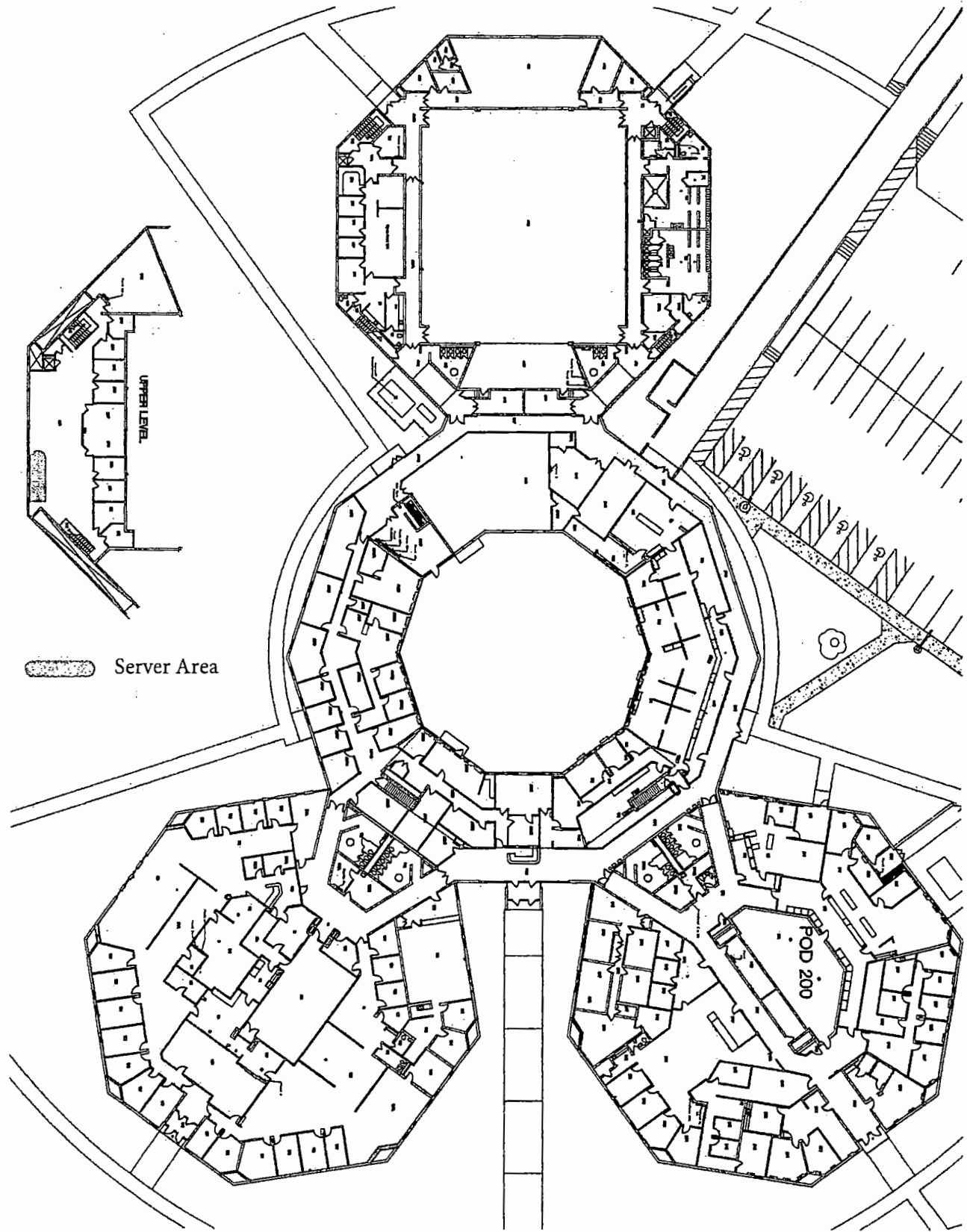
Attest: *Charles A. Smyth*
Charles A. Smyth, City Clerk

Date: 6/29/17

CHAMPAIGN COUNTY, ILLINOIS

By: *C. Pius Wiebel*
C. Pius Wiebel County Board Chair

Date: 6/23/17



Server Area

UPPER LEVEL

POD 200

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