

RESOLUTION NO. 2019-09-035R

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE URBANA PARK DISTRICT FOR INFORMATION TECHNOLOGY SERVICES

WHEREAS, Article VII, Section 10(a), of the Illinois Constitution, 1970, and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize intergovernmental cooperation in any manner not prohibited by law or ordinance; and

WHEREAS, the Urbana Park District (“District”) and the City of Urbana (“City”) desire to execute an intergovernmental agreement to allow the City to provide cost effective information technology services for and on behalf of the District as herein provided; and

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, requires the governing body of each party to an intergovernmental agreement to approve such agreement; and

WHEREAS, the City Council, after due consideration, finds that approval of an intergovernmental agreement with the District for information technology services is in the best interests of the residents of the City and is desirable for the welfare of the City’s government and affairs.

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

Section 1.

An Intergovernmental Agreement between the Urbana Park District and the City of Urbana for Information Technology Services, 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.

Section 3.


The City Council does hereby confirm and ratify all prior actions taken by all officials of the City of Urbana with respect to said Agreement.

PASSED BY THE CITY COUNCIL this 16th day of September, 2019.

AYES: Brown, Jakobsson, Hazen, Hursey, Miller, Roberts, Wu

NAYS:

ABSTENTIONS:



Charles A. Smyth, City Clerk

APPROVED BY THE MAYOR this 17th day of September, 2019.



Diane Wolfe Marlin, Mayor

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE URBANA PARK
DISTRICT AND THE CITY OF URBANA FOR INFORMATION TECHNOLOGY
SERVICES**

This Intergovernmental Agreement (hereinafter, "IGA") by and between the Urbana Park District (hereinafter, the "District"), a body politic and corporate, and the City of Urbana (hereinafter, the "City"), a home rule unit of municipal government, (collectively, hereinafter, the "Parties") is made and entered into and is effective as of the latest date appearing below.

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1, *et seq.*, the Parties can enter into agreements which provide for joint cooperation by and among the Parties; and

WHEREAS, the Parties wish to enter into this IGA in order for the City to provide cost-effective information technology services for and on behalf of the District.

NOW, for good, valuable and mutual consideration, which each Party acknowledges, having in hand received and for the mutual exchange of the terms, conditions and covenants contained in this IGA, the Parties agree as follows:

Section 1 – Responsibilities of the District:

The District shall:

- a. Notify the IT Help Desk immediately when new employees are hired, when network access should change, or when employees leave employment to allow the City to maintain security access controls.
- b. Follow the City's recommended schedule for security training of new employees and continual training for all users.
- c. Maintain proper separation between the network supported by the City and the secondary network supported by any third party vendor.
- d. Pay the City's invoice for services rendered by the City computed as set forth in Addendum A which is incorporated herein.

Section 2 – Responsibilities of the City of Urbana:

The City shall:

- a. Support District users in day-to-day computer issues.
- b. Support networked computers at the District's locations.
- c. Support networked hardware at the District's locations.

- d. Maintain network security access rights.
- e. Maintain e-mail servers and support e-mail users.
- f. Maintain file servers for shared drives.
- g. Install, update, and help troubleshoot software licensed by the District that runs on servers maintained by the City
- h. Back up networked computers and servers, and perform document retention as directed by the District.
- i. Support the District for the purchase of software licenses and hardware.
- j. Provide the District with the invoice provided for in the Addendum.

Section 3 – Responsibilities of both Parties:

Both the City and the District agree to the following:

- a. Either party will immediately notify the other if there is any breach of security
- b. The District is permitted to buy new equipment or software licenses from the City by directly reimbursing the City at cost for such purchased equipment or licenses.
- c. The District is entitled to an escalation process for unresolved incidents or complaints about support. The process is:
 - i. Initial requests must be submitted to the IT Help Desk via e-mail. The City will not accept telephone calls, voice messages or in-person conversations that seek help or assistance, unless the incident has caused all e-mail to stop functioning.
 - ii. Outside of normal City work hours (work hours being non-Holiday weekdays from 8 AM – 5 PM), District facilities have procedures for escalating serious issues.
 - iii. If an IT Help Desk request has not had any response within 8 work hours of submission (work hours being non-Holiday weekdays from 8 AM – 5 PM), or if there is a complaint about support, notify the City's IT Director.

Section 4 – Term and Termination:

This IGA shall remain in full force and effect for a period of one (1) year commencing with the latest date appearing below and shall renew automatically for successive one (1) year terms until one of the Parties seeks to terminate this IGA. Either Party may terminate this IGA by giving written notice of its intent to terminate to the other Party at least thirty (30) days prior to the expiration of the then current term of this IGA.

Section 5 – Authority to Enter into this IGA:

Each Party to this IGA represents and warrants that the person who has executed this IGA on behalf of the respective Party is duly authorized to do so as of the date the person executed this IGA.

Section 6 – Sole Agreement; Amendment:

This IGA shall constitute the sole agreement by and between the Parties pertaining to Information Technology Services and shall supersede and replace any prior agreement, whether oral or in writing, by and between the Parties regarding the same. This IGA may be amended or modified only by a writing duly executed by the Parties hereto and such amendment or modification, if any, shall be deemed effective as of the date the last Party executes any such amendment or modification.

Section 7 – Default and Waiver:

In the event any Party (“Non-Defaulting Party”) believes that the other Party (“Defaulting Party”) is in default of any term, provision or covenant of this IGA, the Non-Defaulting Party shall send written notice to the Defaulting Party which describes the nature of the alleged default and which identifies the section of this IGA believed to be in default. The Defaulting Party shall, within fourteen (14) days of receipt of any notice of default, (i) cure the default identified in the notice of default; (ii) provide the Non-Defaulting Party with a timeframe in which to cure the default if the default cannot be cured within the aforesaid fourteen (14) day period; or (iii) provide the Non-Defaulting Party written evidence insofar as why the Default Party believes it is not in default as described in the notice of default. Any failure by a Party to notify another Party of the latter’s default shall not constitute a waiver of such default.

Section 8 – Governing Law; Dispute Resolution:

The laws of the State of Illinois shall govern any action for breach or to enforce, construe or interpret this IGA. Any action for breach or to enforce, construe or interpret this IGA shall be initiated and maintained in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois. However, prior to the initiating any such litigation, the Parties shall undertake good faith efforts to negotiate a resolution of any dispute regarding this IGA.

Section 9 – Notices:

Any notice required to be given in this IGA shall be deemed effective as follows:

- i. If notice is provided by First Class U.S. Mail, such notice shall be deemed effective four (4) business days after placement of such notice with the United States Postal Service if such notice is placed in a properly addressed and stamped envelope.
- ii. If notice is provided by facsimile, such notice shall be deemed effective the business day after transmission of such facsimile if the sender’s fax machine provides a printed receipt evidencing the intended recipient’s receipt of the facsimile and if no such receipt is available, then the notice shall be deemed effective four (4) business days after its transmission.
- iii. If by personal or courier service delivery, such notice shall be deemed effective the business day after said notice was delivered to the recipient.
- iv. If by e-mail, such notice shall be deemed effective on the day the e-mail was sent unless such e-mail was sent after 4:00 p.m. Central Time in which case said e-mail shall be deemed effective on the next business day.

Notice to the City of Urbana shall be to:

Notice to the District shall be to:

Section 10 – Invalidity of IGA:

If any court of competent jurisdiction determines that this IGA is unlawful or invalid in whole for any reason, this IGA shall terminate. If any court of competent jurisdiction determines that one or more, but not all, provisions of the IGA are unlawful or invalid for any reason, the Parties shall endeavor to negotiate an amendment to this IGA which is consistent with any court finding but which will allow the Parties to effectuate the overall purpose of this IGA.

Section 11. – Indemnification; Consents:

Each Party shall indemnify, hold harmless and defend the other Party and that other Party’s elected and appointed officials, officers, employees, agents, and representatives from and

against any actions, claims, suits, causes of action, judgments, liabilities, orders, decrees, and defendants that arise out of the other Party's intentional, willful, wanton, grossly negligent, or negligent acts or omissions that causes any personal injury, bodily injury, damages, to any to any person or property. Further, the District shall indemnify, hold harmless and defend the City and its elected and appointed officials, employees, agents, and representatives from and against any actions, claims, suits, causes of action, judgments, liabilities, orders, decrees, and defendants that arise out of the other Party's intentional, willful, wanton, grossly negligent, or negligent acts or omissions by the District concerning the District's misappropriation of any person's intellectual property rights including, but not necessarily limited to copyrights, trademarks, service marks, and/or patents.

[Signature Page Follows.]

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.

Urbana Park District, ILLINOIS

By:

Nancy A. Delcomyn

Date:

8/13/19

CITY OF URBANA, ILLINOIS

By:

Diane Wolfe Marlin
Diane Wolfe Marlin, Mayor

Date:

8/27/2019

Attest:

Charles A. Smyth
Charles A. Smyth, City Clerk

Date:

8/27/2019

Addendum A – Schedule of Fees

Each quarter, the City will invoice the District one-half the cost of the City employee (wages and benefits) who is the highest paid computer support person, excluding the Network Administrator.