

**RESOLUTION 2019-20 Approved: September 3, 2019**

**A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT OR HER DESIGNEE TO APPROVE AN INTERGOVERNMENTAL AGREEMENT WITH KANE COUNTY, ILLINOIS FOR GIS AND RELATED SERVICES**

**WHEREAS**, Kane County is offering GIS and related services to other local municipal organizations; and

**WHEREAS**, Municipality desires to retain the services of the Kane County GIS-Technologies, a division of the Information Technologies Department of Kane County, offer such services.

**NOW, THEREFORE**, BE IT RESOLVED by the President and the Board of Trustees for the Village of Maple Park, DeKalb and Kane Counties, Illinois, as follows:

**Section 1.** The Village President or a designee is hereby directed to sign the attached Intergovernmental Agreement with Kane County, Illinois for GIS related services.

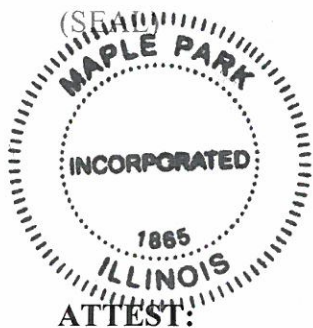
**Section 2.** This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form, as provided by law.

**PASSED** by the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois at its regular Board meeting held on **September 3, 2019**.

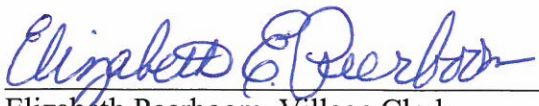
Ayes: Rebone, Ward, Dries, Harris, Higgins

Nays: None

Absent: Fahnestock



  
\_\_\_\_\_  
Kathleen Curtis, Village President

  
\_\_\_\_\_  
Elizabeth Peerboom, Village Clerk

INTERGOVERNMENTAL SERVICES AGREEMENT  
Between the  
COUNTY OF KANE, ILLINOIS and the Village of Maple Park, ILLINOIS  
For  
GIS RELATED SERVICES

This intergovernmental agreement is made this 3rd day of September, 2019 by and between the County of Kane, Illinois, a municipal corporation organized and existing under the laws of the State of Illinois (hereinafter referred to as "Kane County") and the Village of Maple Park Illinois, a municipal corporation organized and existing under the laws of the State of Illinois (hereinafter referred to as "Municipality").

WITNESSETH:

WHEREAS, Kane County is offering GIS related services to local municipal organizations; and

NOW THEREFORE, for and in consideration of the mutual covenants contained herein the parties agree as follows:

1. **SERVICES:** Kane County shall provide hosting and or related services to Municipality in accordance with the terms of this Agreement. The hosting services to be provided by Kane County are described in Schedule "A" attached hereto and incorporated into this Agreement and hereafter referred to as the "Services.")
2. **CONSIDERATION:**
  - a. In consideration for the Services provided, Municipality agrees to compensate Kane County in accordance with the Fee Schedule outlined in Schedule "A".
  - b. Kane County shall invoice Municipality for the Services on a mutually agreeable basis as outlined in Schedule "A".
3. **AGREEMENT TERM:**
  - a. The term of this Agreement shall commence on the date of this Agreement and shall continue for successive one-year periods which shall automatically renew under the same terms and conditions set forth herein without further documentation being required, subject to the right of revision as described below by either party, and unless and until either party terminates the Agreement in accordance with Section 16 herein (the "Term").
  - b. Kane County reserves the right to amend the Fee Schedule outlined in Schedule "A" during the Term upon thirty (30) days' notice to Municipality of such proposed revisions by submitting to Municipality a Notice of Revision, such Notice of Revision to take effect on the following month after such notice has been provided ("Effective Date") as defined in Section 17. If such proposed revisions are unacceptable to Municipality, Municipality may terminate this Agreement pursuant to Section 16. In the event Municipality continues to use the Services after the Effective Date, Municipality is deemed to have accepted the revisions as proposed in the Notice of Revision.

4. **SUPPORT SERVICES:** Kane County shall provide technical and support services (“Support Services”) to Municipality during normal business hours (8:30 am to 4:30 pm) Monday through Friday via telephone or email. Kane County’s Support Services shall be limited to matters pertaining to this Agreement. Kane County does not provide support for any third-party software downloaded from the Internet or otherwise acquired and incorporated by Municipality.
  
5. **SECURITY:**
  - a. Kane County shall work with Municipality to obtain and configure their firewall to help prevent unauthorized access to control or limit access to Kane County computer and network resources.
  - b. Kane County shall work with Municipality to configure their firewall and suggest upgrades and updates to the firewall throughout the Term. Kane County shall immediately notify Municipality of any breach of the firewall detected by Kane County.
  
6. **BACK-UP DATA AND DISASTER RECOVERY:**
  - a. Kane County shall not be responsible for files that cannot be recovered due to corrupt data, or a disaster or event not in control of Kane County.
  
7. **CONFIDENTIALITY:** Kane County shall not disclose to any third party or use, except in connection with the performance of Services hereunder, any confidential information of Municipality’s business (“Confidential Information”) in possession of Kane County.
  
8. **CLIENT CONTENT:**
  - a. Municipality acknowledges that responsibility for all content provided by Municipality to Kane County for the performance of the Services (“Content”) is the sole and exclusive responsibility of Municipality and that Kane County will not be held responsible in any way for any copyright infringement or violation, or the violation of any other person’s rights or the violation of any laws, including but not limited to infringement or misappropriation of copyright, trademark or other property right of any person or entity, arising out of or relating to the Content.
  - b. Municipality agrees to indemnify and save harmless Kane County from and against all losses, damages, actions or causes of action, suits, claims, demands, penalties and interest arising in connection with or out of any such Content provided by Municipality.
  
9. **COMPLIANCE WITH THE LAW:**
  - a. Municipality acknowledges and agrees that Kane County may elect at its sole discretion to monitor the activities of Municipality on its servers or website. Municipality agrees to use the Services and the website for legal purposes only. In the event that Kane County becomes aware or reasonably believes, in its sole discretion, that the servers or website is being used for illegal purposes, Kane County shall be entitled to immediately terminate the

Agreement and the Services without notice in addition to any remedies to which it may be entitled under law.

- b. Municipality agrees to indemnify and hold harmless Kane County from and against all that Kane County supplies as part of the Services. Municipality owns and shall continue to own all new custom layers built specifically for Municipality.

10. **INTELLECTUAL PROPERTY RIGHTS:** Kane County owns and shall continue to own all proprietary rights in all code and content that Kane County supplies as part of the Services. Municipality owns and shall continue to own all new custom layers built specifically for Municipality.

11. **REPRESENTATIONS, WARRANTIES AND INDEMNIFICATIONS:**

- a. Kane County represents and warrants to Municipality that:
  - (i) Kane County has the right and capacity to enter into this Agreement and fully perform all of its obligations hereunder.
  - (ii) Kane County shall use reasonable efforts to perform the Services as described in Schedule "A" attached hereto (except to the extent the Services are modified by the parties from time to time by mutual written agreement) and shall provide such Services in a professional manner consistent with industry standards.
  - (iii) Other than the express warranties stated above, Kane County makes no other representations or warranties hereunder of any kind, either express or implied, in relation to the Services, including but not limited to any warranty of merchantability and/or fitness for any particular purpose. In no event shall Kane County be liable, directly or indirectly, for any special or consequential or incidental damages including but not limited to loss of anticipated profits, loss of revenue or loss of data, or as a result of any interruption of service.
- b. Municipality represents and warrants to Kane County that:
  - (i) Municipality has the right and capacity to enter into this Agreement and fully perform all of its obligations hereunder.
  - (ii) All Content provided hereunder shall be wholly original to Municipality or Municipality has acquired the necessary rights from third parties to contribute such Content and include it in any maps or websites, and Content shall not violate any laws of any country and shall not infringe any other party's copyright, patent, trademark or other intellectual property right.
  - (iii) Municipality shall not, nor shall it allow, authorize or assist any third party to use the geodatabases or websites for any illegal purpose whatsoever.
- c. Each of the parties hereto agree to indemnify and hold harmless the other, and any of its respective successors, licensees and assigns, from any and all losses, costs, liabilities, damages and expenses (including reasonable lawyers' fees) resulting any breach of any representation, warranty and/or covenant under this Agreement.

12. **TERMINATION:**

- a. Either party may terminate this Agreement at any time on sixty (60) days written notice to the other.
- b. Either party may terminate this Agreement in the event the other party is in material breach of any provision of this Agreement upon ten (10) business days' prior written notice, unless the party receiving notice corrects the default within such ten (10) business-day period.

- c. Notwithstanding the foregoing, pursuant to Section 5, 13, and 14, Kane County can immediately terminate this Agreement and withdraw the Services in the event that in the sole discretion of Kane County, it determines that:
  - (i) Municipality is using or allowing, authorizing or assisting the geodatabases or websites to be used for illegal purposes; or
  - (ii) Content is in breach of any law or any right of any third party, including but not limited to any right of copyright, trademark, or other property right of any person or entity; or

13. **NOTICE:**

- a. Any notice required or permitted to be given hereunder shall be in writing and shall be deemed given:
  - (i) When delivered personally to the individual designated below; or
  - (ii) On the third business day after sent by registered or certified mail, postage prepaid, addressed as follows:

TO VILLAGE OF MAPLE PARK:

Contact Name: Kathleen Curtis, Village President

Municipality: Village of Maple Park

Address: 302 Willow Street, P. O. Box 220, Maple Park, IL 6051

Phone: (815) 827-3309

E-mail: kcurtis@villageofmaplepark.com

TO KANE COUNTY:

Contact Name: Thomas S. Nicoski, Chief of GIS-Technologies

Kane County, Illinois

Address: 719 Batavia Ave. Geneva, IL, 60134

Phone: 630-208-8655

E-mail: nicoskithomas@co.kane.il.us

- 14. **INDEPENDENT CONTRACTORS:** Kane County and Municipality are independent contractors and neither shall act as the other's agent, or be deemed an agent or employee of the other, nor shall this Agreement be interpreted as creating a partnership or joint venture or otherwise.
- 15. **FORCE MAJEURE:** Neither party hereto shall be responsible for any losses or damages to the other occasioned by delays in the performance or non-performance of any of said party's obligations when caused by acts of God, strike, acts of war, inability of supplies or material or labor or any other cause beyond the reasonable control of said parties.
- 16. **SEVERABILITY:** In the event any portion of this Agreement is deemed to be invalid or unenforceable, such portion shall be deemed severed and the parties agree that the remaining portions of this Agreement shall remain in full force and effect.
- 17. **ASSIGNMENT:** Neither party may assign or otherwise transfer this Agreement without the written consent of the other party. This Agreement shall ensure to the benefit of and bind the parties hereto and their respective legal representatives, successors and assigns.

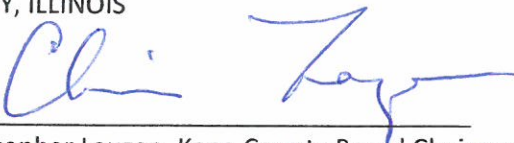
18. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, Kane County, Illinois, and Municipality.

19. **ENTIRE AGREEMENT:** This Agreement, including the recitals and schedules, set forth the entire agreement between the parties with respect to the subject matter hereof and, subject to Kane County's right of revision as set out in subsection 3(b) herein, the Agreement shall be amended only in writing signed by both parties.

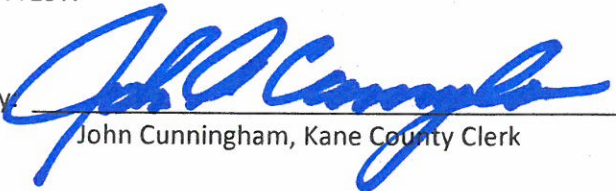
20. **COUNTERPARTS:** This Agreement may be executed in counterparts in the same form and such parts so executed shall together form one original document and be read and construed as if one copy of the Agreement had been executed.

IN WITNESS WHEREOF, the parties have executed this Agreement effective this 3rd day of September, 2019.

KANE COUNTY, ILLINOIS

By:   
Christopher Lauzen, Kane County Board Chairman

ATTEST:

By:   
John Cunningham, Kane County Clerk

VILLAGE OF MAPLE PARK, ILLINOIS

By:   
Kathleen Curtis, Village President

ATTEST:

By:   
Elizabeth Peerboom, Village Clerk



SCHEDULE A  
 TO  
 INTERGOVERNMENTAL SERVICES AGREEMENT  
 Between the  
 COUNTY OF KANE, ILLINOIS and Village of Maple Park, ILLINOIS  
 For  
 GIS RELATED SERVICES

1. FEE SCHEDULE AND SERVICES (SUPPORT)

GIS Service – Custom/Support Work*	Description	Cost
Custom Layers / Scanning	Per Hour	\$41.19
Supplies (as needed)		
Custom Plotting (\$50 setup @ \$20 per plot/pdf)	Per Plot	\$50/\$20
Custom Programming	Per Hour	\$49.17
Training	Per Hour	\$41.19

\*GIS Service – Custom/Support Work per Hour Minimum of 1/4 hour