

**INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF BLOOMINGTON AND THE CITY OF BLOOMINGTON TOWNSHIP FOR
THE PROVISION OF VARIOUS INTERGOVERNMENTAL SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”), made and entered into on this 26th day of June, 2018 (the “Effective Date”), by and between the CITY OF BLOOMINGTON, an Illinois home rule municipal corporation (the “City”) and the CITY OF BLOOMINGTON TOWNSHIP, a political subdivision of the State of Illinois (the “Township”), both of the County of McLean, State of Illinois, is hereby agreed to pursuant to and in accordance with the authority contained herein.

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois (1970), at Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance;

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., further provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government;

WHEREAS, the City and the Township (sometimes collectively referred to herein as the “Parties”) are units of local government in Illinois;

WHEREAS, the Parties seek to work and contract together for various services in an effort to promote efficiency and to reduce the expenditure of taxpayer funds.

NOW, THEREFORE, in consideration of the matters set forth above, the agreements, covenants, representations, and undertakings made and contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Township hereby agree, and covenant as follows.

1. AUTHORITY. The Parties agree that their respective governing authorities have authorized the execution of this Agreement and the terms contained herein.

2. SCOPE OF AGREEMENT. The Parties agree that the following shall be provided by and among themselves:

- 2.1. Information Technology Services as outlined on the attached Exhibit A;
- 2.2. Snow Removal and Ice Control as outlined on the attached Exhibit B; and
- 2.3. Mowing and Trimming Services as outlined on the attached Exhibit C;

All of the above Exhibits are attached hereto and incorporated herein as part of the Agreement.

3. TERM. This Agreement shall remain in force and effect until May 1, 2021, from the Effective Date, subject to the terms of paragraph 11 regarding Termination. Upon the expiration of this original term, the Agreement shall be automatically renewed for succeeding terms of four (4) years. The current and any future terms of this Agreement remain subject to paragraph 11 of this Agreement regarding early Termination.

4. EMPLOYMENT-RELATED LIABILITIES. Each of the Parties shall be solely responsible for any and all liability, employee benefits, wage and disability payments, pension and workers' compensation claims, damages to or destruction of equipment arising out of or in connection with the terms of this Agreement and shall hold the other Party harmless from any such claim(s).

5. INDEMNIFICATION.

5.1. The Township shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees, from any and all liability, claims, losses, costs, damage and/or expenses, injury and/or death to person(s) or injury to property, including reasonable attorneys' fees, arising out of or resulting from the action, negligence, malfeasance, and/or misfeasance of the Township or its officers, agents, or employees in its performance or non-performance of this Agreement.

5.2. The City shall defend, indemnify, and hold harmless the Township, and its officers, agents, and employees, from any and all liability, claims, losses, costs, damage or expenses, injury and/or death to person(s) or injury to property, including reasonable attorneys' fees, arising out of or resulting from the action, negligence, malfeasance, and/or misfeasance of the City or its officers, agents, or employees in its performance or non-performance of this Agreement.

5.3. Each Party agrees to promptly notify the other Party of any threatened or pending claims and agree to raise as defenses all civil immunities provided by law.

6. DISPUTE RESOLUTION. The Parties agree to work in a cooperative manner to resolve any disagreements or issues as they may arise throughout the term of this Agreement. To that end, if a dispute cannot be resolved by the Township Supervisor and the relevant administrative staff of the City, then the Township Supervisor and the Mayor (or designated representative) shall meet in an attempt to resolve the dispute. If the Parties still cannot resolve the dispute, they agree that any cause of action shall be brought in the Circuit Court of McLean County, Illinois, and that the laws of the State of Illinois shall apply.

7. NOTICES. All notices or communications provided for herein shall be in writing and shall be delivered to City or Township either in person or by United States mail, via certified mail, return receipt requested, postage prepaid, addressed as follows:

City:

City of Bloomington
Attn: City Manager
109 E. Olive Street
Bloomington, Illinois 61702

Township:

City of Bloomington Township
Attn: Township Supervisor
607 S. Gridley Street, Suite B
Bloomington, Illinois 61701

8. ASSIGNMENTS. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. However, this Agreement shall not be assigned by either Party without prior written consent of the other Party.

9. SEVERABILITY. If any provisions of this Agreement are held to contravene or be invalid under the laws of Illinois, such contravention or invalidity will not invalidate the entire Agreement, but will be construed as if not containing the invalid provision and the rights or obligations of the Parties will be construed and enforced accordingly.

10. JOINT DRAFTING. The Parties acknowledge they are both represented by legal counsel, who participated in the drafting and review of this Agreement. Accordingly, this Agreement shall be deemed to have been drafted jointly by the Parties hereto, and no inference or interpretation against any Party shall be made solely by virtue of such Party allegedly having been the drafter of this Agreement.

11. TERMINATION. Either the City or the Township may terminate this Agreement or a particular Exhibit to this Agreement by providing the other Party ninety (90) business days advance written notice.

12. AMENDMENTS. This Agreement sets forth the complete understanding between the City and Township, and any amendments hereto must be in writing to be effective.

13. FREEDOM OF INFORMATION. The Parties understand this Agreement are subject to the provisions of the Illinois Freedom of Information Act (5 ILCS 140, *et seq.*).

WITNESSETH WHEREOF, the City of Bloomington and the City of Bloomington Township, have caused this Agreement to be signed (whether in duplicate originals or electronically), by their respective authorized representatives and attested by their respective clerks and their seals affixed hereto, all as of the Effective Date of this Agreement.

City of Bloomington

City of Bloomington Township

Tari Renner
Mayor

Deborah L. Skillrud
Supervisor July 23, 2018

ATTEST:

Cherry Lawson
City Clerk

ATTEST:

Cherry Lawson
Township Clerk

EXHIBIT A
INFORMATION TECHNOLOGY SERVICES FOR TOWNSHIP

Scope of Services

The City shall provide the following information technology services to the Township:

- Account Management
 - Network Administrator Management
 - IT Purchasing Recommendations and Installation, including software upgrades and licensing changes (e.g., VisualGA and QuickBooks)
 - Status Reporting
 - IT Director Support
 - Network Administrator Support
 - Desktop Technician Support
 - 24/7 Emergency Service
 - Email Services and Internet Connectivity with Virus Scanning
- Network Infrastructure and Server Maintenance
 - Manage Firewalls, Access Points, and Routers
 - Operator Systems
 - Firmware
 - Patch Management
 - Manage Servers
 - Operating Systems
 - Firmware
 - Patch Management
 - Network File Storage Space with Enterprise Backup
 - Networking Hardware Support
- Monitoring and Notifications
 - Server and Network Infrastructure
- Helpdesk Services
 - Desktop Infrastructure/Hardware Support
 - Workgroup and Personal Printer Support
 - Desktop Productivity Application Support
 - User Administration
 - Adding, changing, deleting accounts as directed by Township Supervisor
 - Security and authentication issues
 - Remote access
 - Mobile Devices (paid for with Township funds)
 - Inventory Management and Assessment of Needs
- Hardware and Software Purchases
 - Assistance with developing specifications for new hardware.
 - Develop hardware specifications in coordination with Township staff
 - Source hardware based on agreed upon specifications
 - Costs for these purchases will be passed through to Township

- Provide standard operating system and productivity suite software licensing within the scope of the agreement
- Consult where necessary with Township staff regarding specific, point solution, software applications
- Confirm such software solutions are compatible with the City's computing environment
- Provide recommendations as necessary to ensure any new software applications are compatible with City computing environment

Additional Resources

At the request of the Township, the City may contract for additional resources outside of the scope of this Agreement. The City will manage these tasks and supervise the additional resources as needed and the City shall bill the Township separately for such contracted resources. The Parties agree to adhere to any bidding requirements or other legal obligations in obtaining these services, including, but not limited to, the Prevailing Wage Act (820 ILCS 130).

Compensation

The Township will pay to the City the amount of Six Thousand Five-Hundred and 00/100 Dollars (\$6,500.00) annually for the information technology services provided above. Said amount shall constitute full and complete compensation for the above services, but does not include the provision of any hardware or software. The Parties may agree for monthly installment payments of the annual amount of compensation. In addition, it is the intent of the parties that the City not supplement the Township's expenses for its IT needs and accordingly the parties may amend the annual payment by written amendment signed by both parties to reflect the costs.

Insurance

The Parties agree to purchase cyber-liability insurance and list each other as an additional insured.

Confidentiality

The City agrees that it and its employees assigned to the Township will not disclose any information learned during the performance of this Agreement relating to the business of the Township that is confidential, including, without limitation, all employee information, General Assistance applicants or recipients, or any such data which is generally known to be confidential.

EXHIBIT B
SNOW REMOVAL AND ICE CONTROL SERVICES FOR TOWNSHIP

General Scope of Services

It is the intention of the City to provide the Township with snow removal and ice control services for the Township's real property located at 607 S. Gridley Street, Suite B, Bloomington, Illinois. This specifically includes, but is not limited to, the parking lot, sidewalks, and other paved areas.

Specific Scope of Services

The snow removal and ice control services shall include, but not necessarily be limited to:

- Snow plowing;
- Ice control;
- Salting;
- The removal of snow if it accumulates in large amounts; and
- Repair of damage done to sidewalks and the parking lot if done by snowplows.

While the Parties agree these services will be provided on an "as needed" basis, the Parks, Recreation & Cultural Arts and/or Public Works Department shall have the right to begin the above services without first receiving any authorization from the Township.

Materials and Equipment

The City shall provide any materials and equipment required for the services contemplated in this Exhibit, but the Parties shall consider that supply when assessing the costs for such services.

Compensation

The Township shall pay to the City the amount of all its reasonable material, equipment, and labor charges for the services contemplated in this Exhibit. The City shall submit any invoice related to those charges to the Township monthly.

Insurance

The City acknowledges it is insured, and it shall add the Township as an additional insured to the liability coverage under such policy and provide evidence thereof within thirty (30) business days following the Effective Date of this Agreement.

EXHIBIT C
MOWING AND TRIMMING & LIGHTING SERVICES FOR THE TOWNSHIP

General Scope of Services

It is the intention of the City to provide the Township with certain lawn maintenance services at the Township's real property located at 607 S. Gridley Street, Suite B, Bloomington, Illinois.

Specific Scope of Services

The lawn maintenance services shall include, but not be limited to:

- Parking lot light maintenance;
- Mowing;
- Weed trimming;
- Edging along sidewalks; and
- Blowing of clippings/yard waste off sidewalks.

While the Parties agree these services will be provided on an "as needed" basis, the Parks, Recreation & Cultural Arts and/or Public Works Department shall have the right to begin the above services without first receiving any authorization from the Township.

Materials and Equipment

The City shall provide any materials and equipment required for the services contemplated in this Exhibit, but the Parties shall consider that supply when assessing the costs for such services.

Additional Resources

At the request of the Township, the City may contract for additional resources outside of the scope of this Agreement (e.g., landscaping, parking lot lights, gravel/rock purchasing and placement, and purchasing/planting trees). The City will manage these tasks and supervise the additional resources as needed and the City shall bill the Township separately for such contracted resources. The Parties agree to adhere to any bidding requirements or other legal obligations in obtaining these services, including, but not limited to, the Prevailing Wage Act (820 ILCS 130).

Compensation

The Township shall pay to the City the amount of all its reasonable material, equipment, and labor charges for the services contemplated in this Exhibit. The City shall submit any invoice related to those charges to the Township monthly.

Insurance

The City acknowledges it is insured, and it shall add the Township as an additional insured to the liability coverage under such policy and provide evidence thereof within thirty (30) business days following the Effective Date of this Agreement.