

**INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF BLOOMINGTON AND THE CITY OF BLOOMINGTON TOWNSHIP
RELATING TO THE PROVISION OF IT SERVICES TO THE CITY OF
BLOOMINGTON TOWNSHIP ASSESSOR**

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 the provision of information technology services to the Township Assessor 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 Information Technology Services, as outlined on the attached Exhibit A, shall be provided by the City to the Township Assessor.

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.

4. COMPENSATION. For the services provided in this Exhibit A, the Assessor shall pay the City \$15,000, on an annual basis, due and payable in equal monthly installments. In addition,

the Assessor shall be responsible for any additional software, hardware or third-party support or vendor costs that the City must incur to provide the services to the Assessor. The City shall track the services it provides to the Assessor, as well as the employee hours and any hard costs necessary to provide the services to the Assessor. It is the intent of the parties that the City not supplement the Assessor'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.

5. 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).

6. INDEMNIFICATION.

6.1. 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.

6.2. 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.

6.3. 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.

7. 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.

8. 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 Assessor
607 S. Gridley Street, Suite A
Bloomington, Illinois 61701

9. 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.

10. 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.

11. 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.

12. 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.

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

14. 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

Steve Scudder
Assessor

ATTEST:

Cherry Lawson
City Clerk

ATTEST:

Cherry Lawson
Township Clerk

EXHIBIT A
INFORMATION TECHNOLOGY SERVICES

General Scope of Services

The City, through its Information Services Department, will provide information technology services to the Assessor as set forth herein.

Specific Scope of Services

Information services shall include:

A. Software – Windows Operating Systems, Microsoft Office, Anti-Malware

- i. City will provide support for Windows operating system versions currently in use within the City. Assessor agrees to employ identical Operating System versions currently in use within the City to allow for a more consistent and manageable computing environment.
- ii. The City will provide support for Microsoft Office versions currently in use within the City. Assessor agrees to employ identical Microsoft Office versions currently in use within the City to allow for a more consistent and manageable computing environment.
- iii. The City will provide support for anti-malware software versions currently in use within the City. Assessor will employ identical anti-malware versions currently in use within the City to allow for a more consistent and manageable computing environment.
- iv. Assessor will be responsible for any additional costs associated with third party vendor support.

B. Software Development – MS Access, SQL Server, SharePoint

- i. The City is aware the Assessor's office uses Microsoft Access databases to support essential functions within their offices. The City will provide support as possible for these solutions, but makes no guarantees as to their functionality for each office. If further development is needed for an MS Access database, the City will work with the Assessor's office to determine if 3rd party assistance is required. Should 3rd party assistance be required, the Assessor's office will be responsible for any costs associated and City and Assessor's Office shall cooperate with the 3rd party.
- ii. If Assessor's requirements outgrow the capabilities of any current software system, the City will provide analytical services to

determine needs, research possible software solutions, select a vendor and implement the application to suit Assessor's needs upon the approval of the Assessor, which shall not be unreasonably withheld.

- iii. Assessor will be responsible for any additional costs associated with third party software development approved by the parties hereto.

C. Enterprise Email

- i. The City currently uses IBM/Lotus Domino as its enterprise email system. The City will provide email accounts within this system for all necessary Assessor personnel.
- ii. The City will work with the Assessor to integrate Internet domain names specific to the Assessor's office. Any current domain names (i.e. @Assessor-Blm.com) will be integrated into the Domino enterprise email system as requested by Assessor.
- iii. In the future, the City may move to a different enterprise email platform. Assessor agrees to this transition with the assumption there will be no loss in service level.

D. Network and Storage – Local Area Network, Wide Area Network, Network Storage Backup

- i. The City will manage data network infrastructure connectivity for the Assessor. Services to include network switch management and eventual replacement, computing moves/adds/changes and design and implementation assistance with future networking needs. Specific network hardware will be specified by City and will conform to current standards within the City's network.
- ii. The City will assist Assessor with design and implementation of any wide area network (WAN) connectivity required. Such connectivity will conform to current City standards for security and access control. Assessor will be responsible for any costs associated with WAN connectivity.
- iii. The City will provide Assessor with network-based storage and enterprise backup. Enterprise backup retention will conform to current City data lifecycle policies (typical is 60 day cycle for retention, however, this cycle may be extended if reasonably required by the Assessor's office).

E. Internet Connectivity

- i. The City will provide Assessor with redundant Internet Service Provider (ISP) connections.

F. Security

- i. All Staff of Assessor shall be required to sign the City's Computer Use Policy. Assessor user and computing resources will be considered internal to the City network and, as such, all City computing rules and policies will apply.
- ii. Assessor users will be required to read, sign and follow all applicable acceptable use policies associated with the use of technology within the City.
- iii. Assessor will not install any software, programs, etc. on the computers without the written consent of the City, which shall not be unreasonably withheld. City hereby consents to the installation of software and programs currently used by Assessor.
- iv. At certain times, the City will require maintenance windows to allow for maintenance, updating or replacing technology infrastructure used to provide services listed in this document.
- v. The City will strive to schedule these maintenance windows during non-business hours, but cannot guarantee occasional business hour interruptions. The City will provide notification downtime via email.

G. Support Hours

- i. User support is available during standard City business hours. Business hours are defined as weekdays, not including statutory holidays, Monday through Friday from 8:00 AM to 5:00 PM.

H. Service Availability

- i. Service is available during support hours as defined above. Although no guarantee is provided, the City will make every effort to respond to standard service request by the next business day. Emergency requests will be given a higher priority.

I. Reliability

- i. Current City fiscal year uptime numbers for relative services are listed below:

Service Components	Reliability
LAN	99.9
Internet	99.99
E-mail	99.9

K. Hardware and Software Purchases

- i. 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