

RESOLUTION NO. 2023-08-078R

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
CONCERNING GEOGRAPHIC INFORMATION SYSTEM SERVICES**

**WHEREAS**, the City of Urbana (hereinafter “Urbana”) is an Illinois municipal corporation and a home rule unit of local government pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 and the statutes of the State of Illinois; and

**WHEREAS**, the Champaign County GIS Consortium (hereinafter “CCGISC”), and Champaign County (hereinafter “County”) are bodies of politic organized under the laws of the State of Illinois; and

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

**WHEREAS**, the CCGISC, the County, and Urbana wish to cooperate to provide Urbana with GIS and IT services.

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

**Section 1.**

The Intergovernmental Agreement between Urbana and the Champaign County Geographic Information System Consortium (CCGISC) concerning GIS and IT Services, which is attached hereto and incorporated by reference herein, shall be and hereby is authorized and approved.

**Section 2.**

The Mayor of the City of Urbana, Illinois, shall be and hereby is authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, shall be and hereby is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

**PASSED BY THE CITY COUNCIL** this 28th day of August, 2023.

AYES: Wu, Evans, Hursey, Kolisetty, Wilken, Quisenberry

NAYS: None

ABSTENTIONS: None

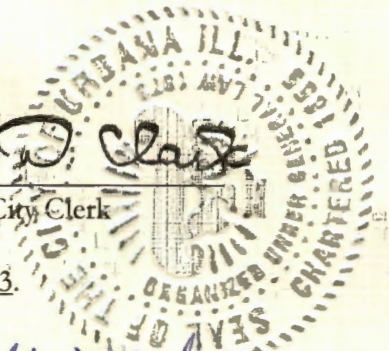
*Phyllis D. Clark*

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this 8<sup>th</sup> day of September, 2023.

*Diane Wolfe Marlin*

Diane Wolfe Marlin, Mayor





Champaign County  
City of Champaign  
City of Urbana  
University of Illinois  
Village of Rantoul  
Village of Mahomet  
Village of Savoy  
Village of St. Joseph

**INTERGOVERNMENTAL AGREEMENT  
FOR GEOGRAPHIC INFORMATION SYSTEM SERVICES  
BETWEEN THE CHAMPAIGN COUNTY GIS CONSORTIUM AND THE CITY OF URBANA**

**THIS INTERGOVERNMENTAL AGREEMENT** (hereinafter “the Agreement”) is entered by and between the City of Urbana (hereinafter “Urbana”), the Champaign County Geographic Information Consortium (hereinafter “CCGISC”), and Champaign County (hereinafter “County”) (collectively “the Parties”) on the date that it is fully executed by both the Parties.

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

**WHEREAS**, the CCGISC, the County, and Urbana wish to cooperate to provide Urbana with GIS and IT services.

**NOW, THEREFORE**, pursuant to the Intergovernmental Cooperation Act 5 ILCS 220/1 et. seq. and in consideration of the terms, conditions and covenants contained herein, or attached hereto and incorporated by reference, the Parties agree as follows:

1. Employment of CCGISC: Urbana hereby agrees to engage the CCGISC, and the CCGISC hereby agrees to perform the GIS services set forth in this contract.
2. Cooperation of Urbana: Urbana will make available at no cost to the CCGISC any information and data in the possession of Urbana that is required to complete mutually agreed upon GIS services.
3. Personnel: The CCGISC represents that it has, or will secure its own expense, all personnel required in performing the services under this contract.
4. Scope of Services: CCGISC will provide GIS services and data as described in the Scope of Services at Appendix A.
5. Quality Control: CCGISC will utilize GIS best practice techniques when creating, reviewing, or maintaining data for the Urbana. These best practice techniques include topology and data integrity checks. The final quality control checks are the responsibility of Urbana.
6. Data Ownership: All data produced under the scope of this agreement shall be the property of Urbana. Urbana will grant to the CCGISC the right to store the data on CCGISC computers for the term of this agreement. The data produced under the scope of this agreement shall not be distributed by the CCGISC in any form to any entity without the consent of Urbana, unless otherwise required by law. After termination of this agreement, the CCGISC will, upon direction of Urbana, remove all Urbana data from CCGISC computers.



7. **Compensation:** Urbana agrees to pay the CCGISC the hourly cost rate of the CCGISC staff for services rendered as found in the Scope of Services at Appendix A. Hourly cost rates may change each term due to staff changes, salary increases, or changes in benefits. CCGISC shall increase or decrease the hourly rate accordingly. Urbana also agrees to pay CCGISC the Data Hosting and ArcGIS Enterprise Administration & Server Management fees as described in the Scope of Services at Appendix A. CCGISC shall notify Urbana of any hourly rate and/or fee changes prior to the beginning of each term.
8. **Term:** The initial term of this Agreement shall begin on **July 1, 2023, and end June 30, 2024**. Thereafter, the Agreement shall automatically renew from July 1<sup>st</sup> through June 30<sup>th</sup> of each subsequent year unless terminated for cause or convenience pursuant to Paragraph 9 or 10 herein.
9. **Termination of Contract for Cause:** If for any cause CCGISC shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if CCGISC violates any of the covenants, agreements, or stipulations of this Agreement, Urbana shall thereupon provide written notice to CCGISC of its intent to terminate this Agreement and the specific details of the default and reason for termination. CCGISC shall have ten (10) business days from the receipt of notice to cure any default, or any longer period of time to which the Parties agree in writing. If CCGISC fails to cure the default to Urbana's satisfaction Urbana may exercise its right to terminate the Agreement under this paragraph. The annual fee shall be prorated based on the hours of work completed at the date of termination and returned to Urbana. Should the number of work hours exceed the number of hours used to calculate the annual fee, no funds shall be returned to Urbana.

Likewise, if for any cause Urbana shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if Urbana violates any of the covenants, agreements, or stipulations of this Agreement, CCGISC shall thereupon provide written notice to Urbana of its intent to terminate and the specific details of the default and reason for termination. Urbana shall have ten (10) business days from the receipt of notice to cure any default, or any longer period of time to which the Parties agree in writing. If Urbana fails to cure the default to CCGISC's satisfaction CCGISC may exercise its right to terminate the Agreement under this paragraph. The annual fee shall be prorated based on the hours of work completed at the date of termination and returned to Urbana. Should the number of work hours exceed the number of hours used to calculate the annual fee, no funds shall be returned to Urbana.

10. **Termination of Contract for Convenience:** This agreement may be terminated by either party at any time by a notice in writing to the other party at least thirty (30) calendar days before such terminations. Once the Contract is terminated as provided herein, a determination of the number of hours CCGISC has completed for a contracted service shall be made. Final payment for all service hours completed by CCGISC for a contracted service shall be paid to CCGISC.
11. **Notice:** For purposes of notice under this Agreement, including Paragraph 9 and 10 herein, notice to each party shall be sent as follows:

To CCGISC via US Mail to: CCGISC, 1776 East Washington Street, Urbana, Illinois 61803-7760;  
and via email to: Director of CCGISC, lbrehob-riley@co.champaign.il.us

To Urbana via US Mail to: Urbana Public Works, 706 S Glover Avenue, Urbana, Illinois 61802;  
and via email to: Public Works Director, tcowan@urbanaininois.us; and  
City Engineer, jczeman@urbanaininois.us

The addresses and email addresses above may be amended from time -to-time by mutual agreement of the Parties in writing.

12. Indemnification: Urbana shall indemnify, defend, and hold harmless CCGISC and the County and any of their members, directors, officers, employees, agents and representatives from and against any and all liability, loss, costs, causes of actions, demands, attorney fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against CCGISC or the County that arises solely from an act, failure or omission on the part of CCGISC or the County, or any of their members, officers, employees, agents, representatives, and volunteers in carrying out the terms of this Agreement.

CCGISC and the County shall indemnify, defend and hold harmless Urbana and any of its members, directors, officers, employees, agents, representatives, and volunteers from and against any and all liability, loss, costs, causes of actions, demands, attorney's fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against Urbana that arises solely from an act, failure or omission on the part of CCGISC or the County or any of their members, directors, officers, employees, agents and representatives in carrying out of the terms of this Agreement.

Each party shall obtain and maintain at its own expense appropriate insurance providing coverage for comprehensive general liability and professional liability, having such limits and deductibles, and upon such terms and conditions, as are common and customary.

13. Data Access: Every effort will be made to ensure Urbana is able to access their data, websites, custom applications, etc. 7 days a week, 24 hours a day, including holidays. Exceptions include periods of preventive or remedial maintenance and/or operational or security issues. Neither CCGISC nor the County will be liable financially or otherwise for periods of inaccessibility.

14. Changes: Urbana may from time-to-time request changes in the services of the CCGISC to be performed hereunder. Such changes, including any increase or decrease in the amount of the CCGISC's compensation, which are mutually agreed upon by and between Urbana and the CCGISC, shall be incorporated in written amendments to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its officers as of the date first written above.

**City of Urbana**

**CCGISC**

BY: DIANE WOLFE MARLIN  
Title: MAYOR

BY: Steve Summers  
Title: County Executive

*Diane Wolfe Marlin*  
Signature

\_\_\_\_\_  
Signature

09/00/2023  
Date

\_\_\_\_\_  
Date