

**INTERGOVERNMENTAL AGREEMENT FOR
GEOGRAPHIC INFORMATION SYSTEMS (GIS) SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT FOR GEOGRAPHIC INFORMATION SYSTEMS (GIS) SERVICES (*"the Agreement"*) is by and between the County of McHenry, a unit of local government of the State of Illinois (*"McHenry County"*) and the City of Woodstock, a municipal corporation of the State of Illinois (*"Municipality"*).

WITNESSETH:

WHEREAS, the City of Woodstock, McHenry County, Illinois (the *"City"*), is a duly organized and validly existing home-rule municipality of the State of Illinois pursuant to Article VII, Section 6(a) of the 1970 Illinois Constitution and the laws of this State; and,

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, McHenry County and Municipality (the *"parties"*) are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any county may participate in an intergovernmental agreement under this Act not, withstanding the absence of specific authority under the State law to perform the service involved, provided that the unit of local government contracting with McHenry County has authority to perform the service; and

WHEREAS, in an effort to reduce costs to the taxpayers of McHenry County, the parties hereby enter into this intergovernmental agreement wherein McHenry County agrees to provide certain GIS support services for Municipality.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this paragraph 1.
2. McHenry County agrees to provide the following GIS support services to Municipality pursuant to the terms of this Agreement, including:
 - a. To provide GIS data maintenance, database development, and administration to Municipality's data,
 - b. To update Municipality's GIS data throughout Municipality's Service Area,
 - c. To permit McHenry County GIS staff to attend training for GIS systems applicable to assisting the municipality,
 - d. To provide GIS Technical support & GIS analysis,
 - e. To provide GIS application development,
 - f. To provide GIS data storage,
 - g. To provide GIS data capture,
 - h. To provide GIS data drone capture,
 - i. To provide GIS services outlined in Paragraphs 2 a-h above for Municipality's special service projects, when requested by Municipality, and upon receiving at least 60 calendar days prior notice of the need for McHenry County staff to support any non-emergency special service project.
 - j. To track time spent performing services outlined above in Paragraphs 2 a-h and to generate a quarterly invoice for all Municipality-approved GIS services.

3. As consideration for the services to be performed pursuant to the terms of this Agreement, Municipality agrees to the following:

a. Any GIS support services provided by McHenry County must be pre-approved by Municipality and shall be billed to Municipality at a rate of \$75 per hour. Municipality shall make payments on quarterly invoices prepared by McHenry County staff.

b. To fund any hardware or software needed specifically by the Municipality that exceeds the capabilities of McHenry County GIS.

c. To promptly reimburse McHenry County for all other expenses that McHenry County incurs on Municipality's behalf while performing the GIS support services set forth above in this intergovernmental agreement. Municipality agrees to reimburse McHenry County for such expenses. McHenry County agrees to notify Municipality prior to incurring any billable expense, except in the event of an emergency, in which case McHenry County agrees to notify Municipality about the billable expense as soon as practicable.

d. To make all payments in accordance with the Illinois Local Government Prompt Payment Act as amended (50 ILCS 505/1 et seq.)

e. Except as expressly set forth in Paragraphs 3(a) through 3(c) of this Agreement, the parties agree that Municipality shall not be responsible for labor costs and County resources (i.e., computers, networks, telephones, etc.) incurred by the County's employees while the County employees perform the services set forth in this Agreement.

4. Municipality understands and agrees that McHenry County maintains sole and absolute discretion whether to provide to Municipality the GIS support services listed in Paragraph 2. Municipality understands and agrees that McHenry County's ability to provide the GIS services listed in Paragraph 2 is contingent on McHenry County's maintaining sufficient software, hardware, employees, licenses, subscriptions, services, and equipment. If McHenry County, in its sole discretion, determines it lacks sufficient software, hardware, employees, licenses, subscriptions, services, or equipment to provide any of the GIS services, McHenry County shall not be under any obligation to provide the GIS services, nor shall McHenry County be obligated to maintain sufficient software, hardware, employees, license, subscriptions, services, and equipment. McHenry County shall make all decisions regarding the acquisition or hiring of all software, hardware, employees, licenses, subscriptions, services, and equipment.

5. McHenry County does not guarantee the accuracy of any of the GIS support services it may provide to Municipality. To the fullest extent permitted by law, McHenry County disclaims all express or implied warranties, including without limitation all implied warranties of merchantability or fitness for a particular purpose.

6. The parties agree to the following terms in order to maintain the security and confidentiality of McHenry County's and Municipality's records defined as "confidential information":

a. To the extent permitted by law, if a party to this Agreement is granted access to another party's records (and the data contained in these records) in order to perform the GIS services set forth in this Agreement, either party shall not duplicate and/or disseminate (by publication or otherwise) said records (and the data contained therein) to any other individual, business or entity without the prior written approval of either party.

b. In the event a party to this Agreement receives a request for the records of another party to this Agreement (whether by FOIA request, subpoena, court order, etc.), the party receiving the request shall respond to the request in accordance with the law and shall notify the other party so that it may assert whatever rights it may possess. To the extent permitted by law, a party to this Agreement shall not release any of either party's records to a third party without the prior written approval of the party or as required pursuant to court order.

c. The parties agree to implement all measures deemed reasonably necessary by agreement of the parties to safeguard the confidentiality of either party's records.

7. This Agreement shall continue for a period of one (1) year after the parties' execution of this Agreement and will automatically renew for successive additional one (1) year terms. Any party may terminate this intergovernmental agreement by providing at least ninety (90) calendar days' advance written notice to all other parties of the then-current term.

8. To the extent permitted by law, Municipality shall defend, with counsel of McHenry County's own choosing, indemnify and hold harmless McHenry County, including McHenry County's past, present and future board members, elected officials, insurers, employees, and agents (the "Releasees") from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which the Releasees may hereafter sustain, incur or be required to pay relating to, or arising in any manner out of the GIS support services McHenry County provides to Municipality. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this section of the Agreement unless the McHenry County State's Attorney has pre-approved the appointment of the attorney to represent the Releasees.

Releasees' participation in their defense shall not remove Municipality's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

9. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of such agreements.

10. Any notice terminating this Agreement shall be duly given if sent by certified mail, or courier service, and received. As such, all notices required or permitted hereunder shall be in writing and may be given by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested.

ty: Chairman of the McHenry County Board
2200 N Seminary Ave
Woodstock, Illinois 60097

With copy to:
McHenry County State's Attorney 2200 N Seminary Ave
Woodstock, Illinois, 60097

If to Municipality: City of Woodstock
City Manager Roscoe Stelford
121 W. Calhoun Street
Woodstock, IL 60098

11. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of McHenry County, Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal, and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

12. This Agreement represents the entire agreement between the parties as it relates to GIS support services to be performed by McHenry County, and there are no other promises or conditions in any other agreement, whether oral or written, related to the GIS support services to be provided by McHenry County to Municipality. Except as stated herein, this Agreement supersedes any other prior written or oral agreements between the parties as it relates to GIS support services and may not be further modified except in writing.

13. McHenry County and Municipality each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement;

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers as of the date of last signature.

County of McHenry, Illinois

By: _____
Chair, McHenry County Board

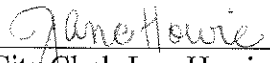
Attest:

County Clerk

Municipality

By: 
Mayor Michael Turner

Attest:


City Clerk Jane Howie