

Intergovernmental Agreement (Tri-State FPD/DuPage County)
GIS Services

This INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into by and between the County of DuPage (“County”), Illinois, a body corporate and politic and the Tri-State Fire Protection District, (“District”) is a fire protection district established pursuant to 70 ILCS 705 (collectively “the Parties”).

Recitals

WHEREAS, the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/ *et. seq*) authorize units of local government, including counties and fire protection districts, to contract or otherwise associate among themselves in any manner not prohibited by law and to jointly exercise any power, privilege or authority conferred upon them by law; and

WHEREAS, the County has staff with exceptional skill and expertise in the area of GIS data organization and development of views, groups, and applications; and

WHEREAS, the Parties have entered into this Agreement to conserve resources, reduce costs, and to improve the efficiency and economy of the District; and

WHEREAS, this Agreement permits the County to create various mapping, statistical, and demographic layers for the District, and

WHEREAS, this IGA eliminates duplication of effort, and facilitates the sharing of expertise and data, and provides low-cost services to the District.

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

Part 1 – Incorporation of the Recitals & Definitions

Section 1.1 – Recitals Incorporated. The recitals set forth above are incorporated in this Agreement by reference and made a part of this IGA.

Section 1.2 – Definitions.

- A. “County” or “The County” shall refer to the County of DuPage.
- B. “District” or “The District” shall refer to the Tri-State Fire Protection District.

Part 2 – Obligations of the County

Section 2.1 – Generally. The County, by and through its information technology department, shall apply certain hosted feature layers, including but not limited to demographics, school locations, critical infrastructure, transportation, hydrant locations, drive times, incidents/hotspots, and zoning layers.

Section 2.2 – Scope of Work. The Scope of Work Memorandum is hereby attached and incorporated into this agreement by reference as Exhibit A. Where there are any differences between the terms of this Agreement and the terms of the Scope of Work, the Scope of Work shall control.

Section 2.3 – No Further Obligations. The County shall have no further obligations under this IGA, beyond providing the services listed in Section 2.1.

Part 3 – Obligations of the District

Section 3.1- Generally. The District shall cooperate with the County in all aspects of the data collection, input, and analysis, including making data or files accessible to the County.

Section 3.2 – Payment

The District agrees to reimburse the County for the staff time involving the services provided under this agreement at the hourly work rate of \$77.69 per hour. The District agrees to reimburse the County for ArcGIS credits necessary to run the required geoprocessing routines at a rate of \$120 per block of 1000 credits. If any work rate is modified, the County shall notify the District prior to the change and offer the opportunity to cancel this Intergovernmental Agreement. If the credits usage or staff time estimates listed in the scope of work approach or exceed the limits listed in the Scope of Work, the County shall notify the District for approval of the additional expenses.

Part 4- Misc. Provisions

Section 4.1 - No Joint Venture. This IGA shall not be construed in such a way that either party is deemed to be, the representative, agent, employee, partner, or joint venture of the other. The Parties shall not have the authority to enter into any other Agreement, or to assume any liability, on behalf of the other party, or to bind or commit the other party in any manner, except as expressly provided herein.

Section 4.2 - Entire Agreement. This IGA constitutes the entire Agreement of the Parties with respect to the subject matter hereof and supersedes all other prior and contemporary Agreements, understandings, representations, negotiations, and commitments between the Parties with respect to the subject matter hereof.

Section 4.3 – Representations. Each party represents that it has the authority to enter into this IGA and undertake the duties and obligations contemplated by this IGA and that it has taken or caused to be taken all necessary action to authorize the execution and delivery of this IGA.

Section 4.4 – Unenforceable Provisions/ Severability. In the event that any provision of this Agreement held to be unenforceable by any court or tribunal having jurisdiction over the Parties and, or, subject matter, the Parties agree that all other provisions of this IGA continue to have their full force and effect and shall not be affected thereby.

Section 4.5 - Damages Limitation. In the event of a breach of this IGA by the County, District shall be entitled to no consequential damages. The District may only recover, at most, the total cost of the services involved in the breach.

Part 5 – Term

Section 5.1. – Term of Agreement. This IGA shall become effective upon ratification by the Parties' respective corporate authority and shall remain in effect until or unless terminated in accordance with Section 5.2, or upon material renegotiation.

Section 5.2 – Termination of Agreement. Either Party may cancel this IGA at any time upon thirty (30) day's written notice of such, authorized by the corporate authorities of the cancelling Party, directed to the presiding officer. The District may terminate within fourteen (14) days of any change in the County's work rate, upon written notice of such, authorized by the corporate authorities of the cancelling party and directed to the presiding officer.

Section 5.3 – Termination by Operation of Law. This IGA shall cease to be effective upon the enactment of any federal or state statute, rule, or regulation that materially impairs the ability of one or both parties to perform their obligations under the IGA.

WHEREFORE, the Parties have signed and executed this IGA as of the date written below in the County of DuPage, State of Illinois.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

COUNTY OF DUPAGE:

**TRI-STATE
FIRE PROTECTION DISTRICT:**

Deborah Conroy
DuPage County Board Chair

Attest: _____
Jean Kaczmarek
DuPage County Clerk

Date: _____

Attest: _____

Date: _____