



**COMMITTEE OF THE WHOLE MEETING
MONDAY, JANUARY 15, 2018
NORTH AURORA VILLAGE HALL - 25 E. STATE ST.
(Immediately following the Village Board Meeting)**

AGENDA

CALL TO ORDER

ROLL CALL

AUDIENCE COMMENTS

TRUSTEE COMMENTS

DISCUSSION

1. Kane County G.I.S. Intergovernmental Agreement
2. Mid-Year Financial Update

EXECUTIVE SESSION

1. Sale of Village Property

ADJOURN

Initials SB

Memorandum



To: Steve Bosco
From: David Arndt, IT Analyst
Date: 12-06-2017
Re: Kane County IGA GIS solution

Village staff researched and reviewed all possible options for implementing an enterprise level GIS solution for the Village. Staff worked with industry consultants and current GIS experts employed by various government entities to establish an implementation plan.

During the review process staff determined using Kane County would be most beneficial because they have a well-established GIS department, currently provide all base data, and have an enterprise class data center capable of providing these services. Economically, partnering with Kane County is the least expensive solution.

Having the hardware and data internally would require hiring part time dedicated staff. The cost is nearly identical as having Kane County provide the same services. The primary difference is the experience which comes with the Kane County staff (several GIS professionals) vs. a single part time GIS professional attempting the same project. Staff feels Kane County would establish our base line faster, thus allowing us to move forward on data collection of Village assets sooner.

Annual costs for Kane County to house our GIS data is \$13,992. Kane County will also provide GIS services at a rate of \$41.19/hr. for standard GIS layers and \$49.17/hr. for custom programming. Staff estimates the annual expense to the Village would be \$58,742. Same solution housed internally would be \$90,500 for year one and \$51,500 for years 2-5. Staff calculated the expense over a six year period, year six would be a full hardware refresh for the Village. The below numbers do not take into account Village IT staff time spent on implementing and maintaining internal hardware.

	year 1	Year 2	year 3	Year 4	Year 5	Year 6	Total
Village Internal	\$ 90,500.00	\$ 51,500.00	\$ 51,500.00	\$ 51,500.00	\$ 51,500.00	\$ 64,500.00	\$ 361,000.00
Kane County	\$ 58,742.00	\$ 58,742.00	\$ 58,742.00	\$ 58,742.00	\$ 58,742.00	\$ 58,742.00	\$ 352,452.00

Kane - \$352,452.00

Village - \$361,000.00

Staff recommends partnering with Kane County to house our data in their enterprise datacenter. Staff also recommends using Kane County staff to provide GIS services to expand our GIS layers/asset management. Kane County has provided an IGA, Village staff and the Village attorney have reviewed and approved the IGA language. Please find the attached IGA for GIS Geodatabase Hosting and Related services.

INTERGOVERNMENTAL SERVICES AGREEMENT
Between the
COUNTY OF KANE, ILLINOIS and the Village of North Aurora, ILLINOIS
For
GIS GEODATABASE HOSTING AND RELATED SERVICES

This intergovernmental agreement is made this ____ day of _____, 2017 by and between the County of Kane, Illinois, a municipal corporation organized and existing under the laws of the State of Illinois (hereinafter referred to as "Kane County") and _____, Illinois, a municipal corporation organized and existing under the laws of the State of Illinois (hereinafter referred to as "Municipality").

WITNESSETH:

WHEREAS, Kane County is offering GIS Geodatabase hosting and related services to other local municipal organizations; and

WHEREAS, Municipality desires to retain the services of the Kane County GIS-Technologies, a division of the Information Technologies Department of Kane County, to host and maintain their GIS Data Layers on Kane County servers.

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

1. **SERVICES:** Kane County shall provide hosting and related services to Municipality in accordance with the terms of this Agreement. The hosting services to be provided by Kane County are described in Schedule "A" attached hereto and incorporated into this Agreement and hereafter referred to as the "Services.")
2. **CONSIDERATION:**
 - a. In consideration for the Services provided, Municipality agrees to compensate Kane County in accordance with the Fee Schedule outlined in Schedule "A".
 - b. Kane County shall invoice Municipality for the Services on a mutually agreeable basis as outlined in Schedule "A".
3. **AGREEMENT TERM:**
 - a. The term of this Agreement shall commence on the date of this Agreement and shall continue for successive one-year periods which shall automatically renew under the same terms and conditions set forth herein without further documentation being required, subject to the right of revision as described below by either party, and unless and until either party terminates the Agreement in accordance with Section 16 herein (the "Term").
 - b. Kane County reserves the right to amend the Fee Schedule outlined in Schedule "A" during the Term upon thirty (30) days' notice to Municipality of such proposed revisions by submitting to Municipality a Notice of Revision, such Notice of Revision to take effect on the following month after such notice has been provided ("Effective Date") as defined in Section 17. If such proposed revisions are unacceptable to Municipality, Municipality may terminate

this Agreement pursuant to Section 16. In the event Municipality continues to use the Services after the Effective Date, Municipality is deemed to have accepted the revisions as proposed in the Notice of Revision.

4. **SUPPORT SERVICES:** Kane County shall provide technical and support services (“Support Services”) to Municipality during normal business hours (8:30 am to 4:30 pm) Monday through Friday via telephone or email. Kane County’s Support Services shall be limited to matters pertaining to this Agreement. Kane County does not provide support for any third-party software downloaded from the Internet or otherwise acquired and incorporated by Municipality.
5. **THIRD PARTY SOFTWARE PROHIBITED:**
 - a. Municipality is strictly prohibited from installing any third-party software on Kane County servers without the express written authorization of Kane County.
 - b. In the event that any authorized third-party software disrupts Kane County servers, Kane County shall have the right to temporarily disable the software until the problem can be resolved.
 - c. In the event that Municipality installs third-party software on Kane County servers without the express written authorization of Kane County, Kane County shall have the right to terminate the Services without notice pursuant to Section 16 herein.
6. **DISK SPACE:** Kane County will provide the amount of hard disk storage specified in Schedule “A”. In the event that Municipality exceeds its allotted disk space, Kane County shall notify Municipality to delete the additional files at which time Municipality must delete said additional files within one (1) week or pay supplemental charges for additional disk space.
7. **DATA TRANSFER RATES:** Municipality shall be limited to the amount of data transfer as specified in Schedule “A” that shall include Web server traffic, FTP traffic and any other traffic-generating program. Kane County shall have the right to disable the Website if Municipality exceeds its allotted amount of data transfer.
8. **SECURITY:**
 - a. Kane County shall work with Municipality to obtain and configure their firewall to help prevent unauthorized access to control or limit access to Kane County computer and network resources.
 - b. Kane County shall work with Municipality to configure their firewall and suggest upgrades and updates to the firewall throughout the Term. Kane County shall immediately notify Municipality of any breach of the firewall detected by Kane County.
9. **BACK-UP DATA AND DISASTER RECOVERY:**
 - a. Kane County shall back up the geodatabases and Municipality’s data daily and retain those back-ups.
 - b. In the event Municipality’s data is lost from Kane County servers, Kane County shall restore the back-up data to Municipality’s servers.

- c. Kane County shall not be responsible for files that cannot be recovered due to corrupt data, or a disaster or event not in control of Kane County.

10. **CLIENT ACCESS:**

- a. Kane County shall provide Municipality the ability to access data stored in Municipality's workspaces.
- b. Municipality's connection will be secured by the firewall referred to in Section 8 or by a separate dedicated virtual private network solution.

11. **CONFIDENTIALITY:** Kane County shall not disclose to any third party or use, except in connection with the performance of Services hereunder, any confidential information of Municipality's business ("Confidential Information") in possession of Kane County.

12. **CLIENT CONTENT:**

- a. Municipality acknowledges that responsibility for all content provided by Municipality to Kane County for the performance of the Services ("Content") is the sole and exclusive responsibility of Municipality and that Kane County will not be held responsible in any way for any copyright infringement or violation, or the violation of any other person's rights or the violation of any laws, including but not limited to infringement or misappropriation of copyright, trademark or other property right of any person or entity, arising out of or relating to the Content.
- b. Municipality acknowledges and agrees that Kane County may elect at its sole discretion to monitor the Content. Kane County shall have the right, but not the obligation, to remove Content that is deemed, in Kane County's sole discretion, harmful, offensive, in violation of any provision of this Agreement or breaches any law.
- c. Municipality agrees to indemnify and save harmless Kane County from and against all losses, damages, actions or causes of action, suits, claims, demands, penalties and interest arising in connection with or out of any such Content provided by Municipality.

13. **COMPLIANCE WITH THE LAW:**

- a. Municipality acknowledges and agrees that Kane County may elect at its sole discretion to monitor the activities of Municipality on its servers or website. Municipality agrees to use the Services and the website for legal purposes only. In the event that Kane County becomes aware or reasonably believes, in its sole discretion, that the servers or website is being used for illegal purposes, Kane County shall be entitled to immediately terminate the Agreement and the Services without notice in addition to any remedies to which it may be entitled under law.
- b. Municipality agrees to indemnify and hold harmless Kane County from and against all that Kane County supplies as part of the Services. Municipality owns and shall continue to own all new custom layers built specifically for Municipality.

14. **INTELLECTUAL PROPERTY RIGHTS:** Kane County owns and shall continue to own all proprietary rights in all code and content that Kane County supplies as part of the Services. Municipality owns and shall continue to own all new custom layers built specifically for Municipality.

15. REPRESENTATIONS, WARRANTIES AND INDEMNIFICATIONS:

- a. Kane County represents and warrants to Municipality that:
 - (i) Kane County has the right and capacity to enter into this Agreement and fully perform all of its obligations hereunder.
 - (ii) Kane County shall use reasonable efforts to perform the Services as described in Schedule "A" attached hereto (except to the extent the Services are modified by the parties from time to time by mutual written agreement) and shall provide such Services in a professional manner consistent with industry standards.
 - (iii) Other than the express warranties stated above, Kane County makes no other representations or warranties hereunder of any kind, either express or implied, in relation to the Services, including but not limited to any warranty of merchantability and/or fitness for any particular purpose. In no event shall Kane County be liable, directly or indirectly, for any special or consequential or incidental damages including but not limited to loss of anticipated profits, loss of revenue or loss of data, or as a result of any interruption of service.
- b. Municipality represents and warrants to Kane County that:
 - (i) Municipality has the right and capacity to enter into this Agreement and fully perform all of its obligations hereunder.
 - (ii) All Content provided hereunder shall be wholly original to Municipality or Municipality has acquired the necessary rights from third parties to contribute such Content and include it in any maps or websites, and Content shall not violate any laws of any country and shall not infringe any other party's copyright, patent, trademark or other intellectual property right.
 - (iii) Municipality shall not, nor shall it allow, authorize or assist any third party to use the geodatabases or websites for any illegal purpose whatsoever.
- c. Each of the parties hereto agree to indemnify and hold harmless the other, and any of its respective successors, licensees and assigns, from any and all losses, costs, liabilities, damages and expenses (including reasonable lawyers' fees) resulting any breach of any representation, warranty and/or covenant under this Agreement.

16. TERMINATION:

- a. Either party may terminate this Agreement at any time on sixty (60) days written notice to the other. Kane County will export Municipality's custom layers to a standard non-enterprise geodatabase upon termination.
- b. Either party may terminate this Agreement in the event the other party is in material breach of any provision of this Agreement upon ten (10) business days' prior written notice, unless the party receiving notice corrects the default within such ten (10) business-day period.
- c. Notwithstanding the foregoing, pursuant to Section 5, 13, and 14, Kane County can immediately terminate this Agreement and withdraw the Services in the event that in the sole discretion of Kane County, it determines that:
 - (i) Municipality is using or allowing, authorizing or assisting the geodatabases or websites to be used for illegal purposes; or
 - (ii) Content is in breach of any law or any right of any third party, including but not limited to any right of copyright, trademark, or other property right of any person or entity; or

- (iii) Municipality downloads or installs third party software to its geodatabases or websites without the express written authorization of Kane County.

17. **NOTICE:**

- a. Any notice required or permitted to be given hereunder shall be in writing and shall be deemed given:
 - (i) When delivered personally to the individual designated below; or
 - (ii) On the third business day after sent by registered or certified mail, postage prepaid, addressed as follows:

TO _____:

Contact Name:

Municipality:

Address:

Phone:

E-mail:

TO KANE COUNTY:

Contact Name: Thomas S. Nicoski, Chief of GIS-Technologies

Kane County, Illinois

Address: 719 Batavia Ave. Geneva, IL, 60134

Phone: 630-208-8655

E-mail: nicoskithomas@co.kane.il.us

- 18. **INDEPENDENT CONTRACTORS:** Kane County and Municipality are independent contractors and neither shall act as the other's agent, or be deemed an agent or employee of the other, nor shall this Agreement be interpreted as creating a partnership or joint venture or otherwise.
- 19. **FORCE MAJEURE:** Neither party hereto shall be responsible for any losses or damages to the other occasioned by delays in the performance or non-performance of any of said party's obligations when caused by acts of God, strike, acts of war, inability of supplies or material or labor or any other cause beyond the reasonable control of said parties.
- 20. **SEVERABILITY:** In the event any portion of this Agreement is deemed to be invalid or unenforceable, such portion shall be deemed severed and the parties agree that the remaining portions of this Agreement shall remain in full force and effect.
- 21. **ASSIGNMENT:** Neither party may assign or otherwise transfer this Agreement without the written consent of the other party. This Agreement shall ensure to the benefit of and bind the parties hereto and their respective legal representatives, successors and assigns.
- 22. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, Kane County, Illinois, and Municipality.
- 23. **ENTIRE AGREEMENT:** This Agreement, including the recitals and schedules, set forth the entire agreement between the parties with respect to the subject matter hereof and, subject to Kane

County's right of revision as set out in subsection 3(b) herein, the Agreement shall be amended only in writing signed by both parties.

24. **COUNTERPARTS:** This Agreement may be executed in counterparts in the same form and such parts so executed shall together form one original document and be read and construed as if one copy of the Agreement had been executed.

IN WITNESS WHEREOF, the parties have executed this Agreement effective this _____ day of _____, 2017.

KANE COUNTY, ILLINOIS

By: _____
Christopher Lauzen, Kane County Board Chairman

ATTEST:

By: _____
John Cunningham, Kane County Clerk

_____, ILLINOIS

By: _____

ATTEST:

By: _____

SCHEDULE A
TO
INTERGOVERNMENTAL SERVICES AGREEMENT
Between the
COUNTY OF KANE, ILLINOIS and Village of North Aurora, ILLINOIS
For
GIS GEODATABASE HOSTING AND RELATED SERVICES

1. FEE SCHEDULE AND SERVICES (SUPPORT)

GIS Service – Hosting	Description	Cost
Basic GIS Hosting Services	Per Month, payable quarterly upon receipt of invoice from Kane County due net 30.	\$1,166
GIS Service – Custom/Support Work*	Description	Cost
Custom Layers / Scanning	Per Hour	\$41.19
Supplies (as needed)		
Custom Plotting (\$50 setup @ \$20 per plot/pdf)	Per Plot	\$50/\$20
Custom Programming	Per Hour	\$49.17

*GIS Service – Custom/Support Work Per Hour Minimum of 1/4 hour

2. HARD DISK STORAGE SPACE:
10GB Internal SQL/SDE Storage
10GB External DMZ/SQL/SDE Storage
10GB for Directory Storage
3. DATA TRANSFER REQUIREMENTS:
ITD Standard Configuration