

INTERGOVERNMENTAL SERVICES AGREEMENT
Between
LEE COUNTY, ILLINOIS and the CITY OF DIXON, ILLINOIS

This intergovernmental agreement (this "Agreement") is made this ____ day of _____, 2024 by and between LEE COUNTY, a municipal corporation organized and existing under the laws of the State of Illinois (hereinafter referred to as "LEE COUNTY") and the DIXON, ILLINOIS, a municipal corporation organized and existing under the laws of the State of Illinois (hereinafter referred to as "DIXON").

WITNESSETH:

WHEREAS, LEE COUNTY is offering GIS Geodatabase hosting and related services to local municipal organizations; and

WHEREAS, DIXON desires to retain the services of the LEE COUNTY to host and maintain their GIS data layers on county servers; and

WHEREAS, LEE COUNTY and DIXON desire to reduce redundancies and costs by sharing common data layers.

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

1. **SERVICES:** LEE COUNTY shall provide hosting and related services to DIXON in accordance with the terms of the Agreement. The services to be provided by LEE 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, DIXON agrees to compensate LEE COUNTY in accordance with the Fee Schedule outlined in Schedule "A".
 - b. LEE COUNTY shall invoice DIXON 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 on **May 1st** of each year (hereinafter referred to as the "Effective Date") under the same terms and conditions set forth herein without further documentation being required, and unless and until either party terminates the Agreement in accordance with Section 15 (herein the "Term").
4. **ALLOCATION OF TIME:** LEE COUNTY agrees to allocate *an average* of 10-12 hours per week for DIXON Services. In order to meet LEE COUNTY obligations and priorities, LEE COUNTY reserves the right to alter the hours on a week- to-week basis, so long as the average allocation is 10 hours per week.
5. **SUPPORT SERVICES:** LEE COUNTY shall provide technical and support services ("Support Services") to DIXON on regular business days (excluding holidays) during normal business hours (8:00 am to 4:30 pm) Monday through Friday via telephone, email, remote, or in-person. LEE COUNTY's Support Services shall be limited to matters pertaining to this Agreement. LEE COUNTY does not provide support for any third-party software downloaded from the Internet or otherwise acquired and incorporated by DIXON.

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6. **LEE COUNTY STAFF VACANCY:** In the event a GIS Staff position is vacant, or expected to be vacant, for more than 14 consecutive days for any reason, LEE COUNTY will notify DIXON in writing. At such time, LEE COUNTY and DIXON will determine a mutually acceptable course of action which may include temporary suspension of services, or a termination of the agreement per Section 15 of the Agreement.
7. **DISK SPACE:** LEE COUNTY will provide up to 100 gigabytes (gb) of hard disk storage for DIXON data. In the event that DIXON exceeds its allotted disk space, LEE COUNTY shall notify and collaborate with DIXON to determine a course of action which may include deleting data files or supplemental charges for additional disk space.
8. **BACK-UP DATA AND DISASTER RECOVERY:**
- a. LEE COUNTY shall back up the geodatabases and DIXON's data daily and retain those back-ups.
 - b. In the event DIXON's data is lost from LEE COUNTY servers, LEE COUNTY shall restore the back-up data.
 - c. LEE COUNTY shall not be responsible for files that cannot be recovered due to corrupt data or a disaster or an event not in control of LEE COUNTY.
9. **CONFIDENTIALITY:** LEE COUNTY shall not disclose to any third party or use any Content (as hereafter defined) provided by DIXON to LEE COUNTY under this Agreement, it being the explicit understanding of the parties hereto that such Content is not for public review or dissemination. Further, LEE COUNTY shall only allow its GIS staff to have access to such Content. Notwithstanding the foregoing, DIXON may, from time to time, and in writing, advise and direct LEE COUNTY that certain Content and custom layers of DIXON may be available for public access, and in such event, LEE COUNTY shall comply with such direction.
10. **CLIENT CONTENT:**
- a. DIXON acknowledges that responsibility for all content provided by DIXON to LEE COUNTY for the performance of the Services ("Content") is the sole and exclusive responsibility of DIXON and that LEE 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. DIXON acknowledges and agrees that LEE COUNTY may elect at its sole discretion to monitor the Content; provided that such monitoring shall only be performed by LEE COUNTY'SGIS staff. LEE COUNTY shall have the right, but not the obligation, to remove Content that is deemed, in LEE COUNTY'S sole discretion, harmful, offensive, in violation of any provision of this Agreement or breaches any law. LEE COUNTY shall promptly notify DIXON in writing of any such removal of Content.
 - c. DIXON agrees to indemnify and save harmless LEE 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 DIXON, except to the extent that the same arise out of LEE COUNTY'S breach of this Agreement or its negligence or willful misconduct.
11. **COMPLIANCE WITH THE LAW:**
- a. DIXON acknowledges and agrees that LEE COUNTY may elect at its sole discretion to monitor the activities of DIXON on its servers or website; provided that such monitoring shall only be

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performed by LEE COUNTY'S GIS staff. DIXON agrees to use the Services and the website for legal purposes only. In the event that LEE COUNTY becomes aware or reasonably believes, in its sole discretion, that the servers or website is being used for illegal purposes, LEE 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. LEE COUNTY shall promptly notify DIXON in writing of any such termination.

- b. DIXON agrees to indemnify and hold harmless LEE COUNTY from and against all that LEE COUNTY supplies as part of the Services, except to the extent that the same arise out of LEE COUNTY'S breach of this Agreement or its negligence or willful conduct. DIXON owns and shall continue to own all new custom layers built specifically for DIXON.

12. INTELLECTUAL PROPERTY RIGHTS: LEE COUNTY owns and shall continue to own all proprietary rights in all code and content that LEE COUNTY supplies as part of the Services. DIXON owns and shall continue to own all new custom layers built specifically for DIXON and CONTENT supplied by DIXON.

13. REPRESENTATIONS, WARRANTIES AND INDEMNIFICATIONS:

- a. LEE COUNTY represents and warrants to DIXON that:
 - i. LEE COUNTY has the right and capacity to enter into this Agreement and fully perform all of its obligations hereunder.
 - ii. LEE 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, LEE 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 LEE 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. DIXON represents and warrants to LEE COUNTY that:
 - i. DIXON 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 DIXON or DIXON 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. DIXON 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

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and expenses (including reasonable lawyers' fees) resulting any breach of any representation, warranty and/or covenant under this Agreement.

14. AMENDMENTS:

- a. This Agreement, including the recitals and schedules, may be amended from time to time with the mutual consent of LEE COUNTY and DIXON.
- b. No amendments or variations of the terms and conditions of this Agreement shall be valid unless the same are in writing and signed by both parties thereto.

15. TERMINATION:

- a. Either party may terminate this Agreement at any time on sixty (60) days written notice to the other. LEE COUNTY will export DIXON'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 11 and 13, LEE COUNTY can immediately terminate this Agreement and withdraw the Services in the event that in the sole discretion of LEE COUNTY, it determines that:
 - i. DIXON 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. DIXON downloads or installs third party software to its geodatabases or websites without the express written authorization of LEE COUNTY.

16. 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 DIXON: Contact Name/Title: City of Dixon Manager Address: 121 W Second Street Dixon IL 61021 Phone: 815-288-3576 E-mail: danny.langloss@discoverdixon.org	TO LEE COUNTY: Contact: Lee County Board Chairman Address: 112 E. Second Street Dixon, IL 61021 Phone: 815-288-5676 E-mail: leecochair@countyoflee.org
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- 17. INDEPENDENT CONTRACTORS:** LEE COUNTY and DIXON 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.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- 22. 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 LEE 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.
- 23. 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 _____, 2024.

LEE COUNTY ILLINOIS

By: _____
Lee County Board Chairman

Attest:
By: _____
Lee County Clerk

DIXON, ILLINOIS

By: _____
Dixon Mayor

Attest:
By: _____
Dixon City Clerk

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SCHEDULE A

1. SERVICES

- a. Database Administration
 - i. Merging relevant data (ie: Sanitary North and South)
 - ii. QAQC and standardization, including finding and fixing common errors such as misspellings, and standardizing mixed data. LEE COUNTY will automate error correction to the degree allowed by DIXON data, leveraging LEE COUNTY data as a reference where possible. DIXON will be responsible for investigating and, when necessary, dispatching field collectors to correct those data errors not correctable by automation.
- b. Data Collection
 - i. Collecting geographic datasets of various types from aerial photography, as-built drawings spreadsheets and various file formats
- c. Field Creation
 - i. Adding data columns for field collectors to develop or maintain data layers
- d. Domain creation
 - i. Create drop down menus with apps to limit data entry to valid input only
- e. Map Design/Layout
 - i. Adjust symbols, labels and colors to suit usage
- f. Layer/Map/App hosting
 - i. Provide viewable and/or editable maps published on LEE COUNTY server
 - ii. Fee schedule includes LEE COUNTY parcel data including ownership information
 - iii. Fee schedule does not include any aerial photography purchased by LEE COUNTY after the original date of this Agreement.
- g. App Creation and customization
 - i. Provide viewable/editable applications, limited to those available via ESRI WebAppBuilder features.
 - ii. Fee schedule does not include writing custom widget code, however, upon request of DIXON and for a mutually agreed upon fee, LEE COUNTY can provide additional customization.
- h. Map Copies
 - i. LEE COUNTY will create custom PDF or printed maps for project areas and deliver to DIXON or DIXON contractors. Plotter printer supports 36" width/height by any length.
- i. Liaison
 - i. LEE COUNTY will act as liaison to DIXON contractors, handling data requests, ensuring data from contractors is in a format compatible with LEE COUNTY geodatabases, and accurate data is provided to DIXON contractors.
- j. Access to Aerial Photography
 - i. LEE COUNTY will provide DIXON with username and password information to access all aerial photography.

2. FEE SCHEDULE

- a. Annual Fee of \$28,000 payable on or before each May 1st, or thirty (30) days after the Effective Date of this AGREEMENT. On each succeeding May 1st thereafter, the fee shall be increased by three percent (3%) per year unless either party notifies the other of their intent to renegotiate the terms of the AGREEMENT. Such notification shall be sixty (60) days or more prior to the termination of the AGREEMENT. In the event of any termination or cancellation of this Agreement, the paid fee shall be prorated as of the date of termination or cancellation based on the number of days elapsed in the applicable term and any unused portion shall be paid by LEE COUNTY to the CITY within thirty (30) days thereafter.