

RESOLUTION NO. 12-1

WHEREAS, the Sangamon County Public Health Department and the Community Resources Department will be moving to a new facility located at 2833 South Grand Avenue, Springfield, Illinois.

WHEREAS, it is a requirement for this facility to have a connection to the county's computer network for access to software applications, e-mail, and other network services.

WHEREAS, the City of Springfield can provide a fiber optic cable connection from the new facility to the county's network.

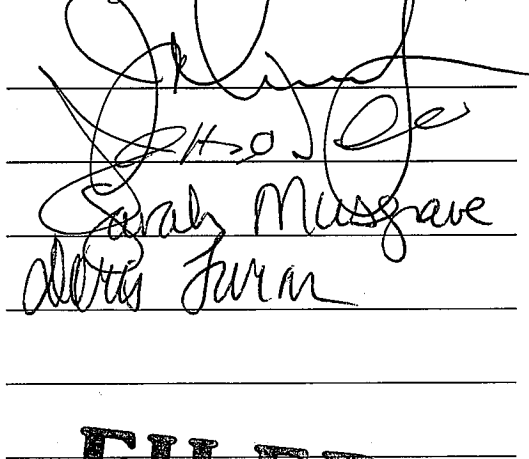
WHEREAS, the City of Springfield has prepared an Inter-Government Cooperation Agreement for Telecommunications Contract Services to provide this service.

WHEREAS, the City of Springfield will charge a onetime build out charge of \$25,050 to install the fiber circuit into the new facility, and a monthly fee equal to the taxes only due to the previous GIS agreement.

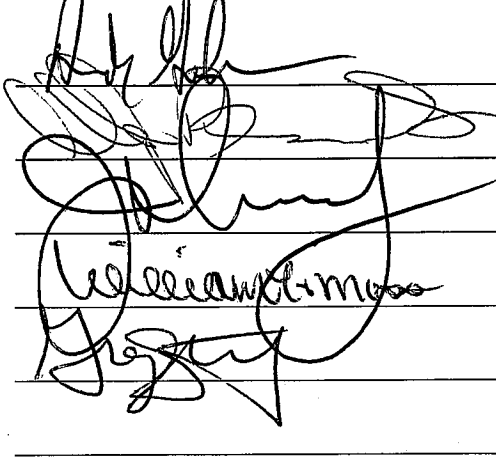
THEREFORE, the Sangamon County Information Systems Department is proposing that the County Board enter into this Inter-Government Cooperation Agreement for Telecommunications Contract Services for the new facility so that the offices at this location can connect to the County's network for software applications, e-mail, and other network services.

NOW, THEREFORE, BE IT RESOLVED, by the Members of the Board of Sangamon County, Illinois in session this 8th day of June, 2010 that \$25,050 be allocated for the build out costs of the fiber optic connection to the new Public Health/Community Resource Department facility and that the county enter into the Inter-Governmental Cooperation Agreement for Telecommunications Contract Services with the City of Springfield.

Building & Grounds Committee


Sarah Musgrave
Doris Furman

Finance Committee



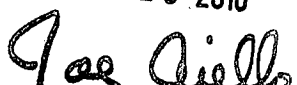
RECEIVED

MAY 24 2010

Paul Palazzolo
SANGAMON COUNTY AUDITOR

FILED

MAY 26 2010


Sangamon County Clerk

INTER-GOVERNMENTAL COOPERATION AGREEMENT FOR TELECOMMUNICATIONS CONTRACT SERVICE

WHEREAS, the City of Springfield, Illinois (the "City"), has been granted certificates of service authority by the Illinois Commerce Commission to provide facilities-based exchange telecommunications services in Sangamon County, Illinois, and interexchange telecommunications services within Illinois, and

WHEREAS, the City has filed a tariff with the Illinois Commerce Commission for local exchange telecommunications services in Sangamon County, Illinois, and interexchange telecommunications services within Illinois (ILL.C.C.No.1), which tariff provides for "Contract Service", and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provides that units of local government may contract among themselves to obtain or share services and to exercise powers and functions; and

WHEREAS, the City has constructed a fiber optic telecommunications system connecting its operations center with various operating facilities of and office locations, and provides data transmission and Internet access services for its own use; and

WHEREAS, the City is willing to assist Sangamon County (the "County"), in developing their independent telecommunications capability.

NOW THEREFORE, it is hereby agreed to by the City and the County as follows:

- I. **Scope of Agreement.** The County desires to establish Ethernet communications between the secure telecom, room 016, in the Sangamon County Building, 200 S. 9th Street Springfield, Illinois and the County Health facility at 2833 South Grand Avenue East. This agreement will establish a 100 MB Ethernet connection between the two sites for a term of 3 years. CWLP will provide and install the fiber optic cable, fiber installation hardware, fiber termination panels, and termination materials.

- II. **Installation Schedule.** The City will provide the fiber optic connection to the facilities described in Section I. within six weeks after both the City and the County agree that the sites listed section I. exist and are ready to receive fiber; both the City and the County have approved this contract and the City has procured all materials and permits necessary for the connection.

- III. **Costs.** The County shall pay a one-time installation charge of \$25,055.00 for the connection between the two sites. Billing will occur after installation is completed and the Ethernet connection has been verified to be in working order.
- IV. **Operations and Maintenance Expenses.** The City shall have the responsibility and expense to maintain and repair the entire fiber optic telecommunications system.
- V. **Term and Termination.** This Agreement shall take effect upon approval by the City Council and the County Board and shall remain in effect for a term of three years from the date of such approval. Notwithstanding such three year minimum term, County may elect to terminate this Agreement at any time without cause, provided, however, that County gives a 60 day notice of termination of this contract. After the expiration of such minimum three year term, City or County may elect to terminate this Agreement without cause, provided, however, that the terminating party gives a 60 day notice of termination of this contract.
- VI. **Use of County's Property.** County shall provide City with a location at each County facility for installation of a fiber optic distribution unit and Ethernet equipment. County acknowledges that City may use such distribution unit for extension of the fiber optic system to other locations, and County agrees to permit City access to such distribution unit during normal business hours upon reasonable advance notice from City or pursuant to such procedures as hereafter established by City and County.
- VII. **County's Use of System.** During the term of this Agreement, County shall have exclusive use of the private 100 MB Ethernet connection on the City's fiber optic network. The County may privately connect other County facilities at their own discretion to the sites listed on Exhibit A to communicate across the connection provided by this contract.
- VIII. **Prior Agreements.** This agreement is not intended to nor does it modify any of the rights, duties, or obligations of the parties in respect to prior inter-governmental agreements or contracts entered into by the parties herein. This, includes, but is not limited to, the GIS Data Agreement, dated December 20, 2002, executed by the parties herein, and the rights, duties and obligations specified therein.

IX. General Conditions.

A. **Force Majeure.** Performance by either party shall be excused by an unforeseen occurrence beyond the control of a party which causes a delay or total or partial failure of performance by such party, including but not limited to (1) acts of God; (2) acts or failure to act on the part of any governmental authority other than City or County (including but not limited to changes in or enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement); (3) acts of war or public disorders, civil violence or disobedience, blockages, strikes, lockouts, labor disputes, sabotage, insurrection or rebellion; (4) floods, hurricanes, earthquakes, tornadoes, or other similar calamities; (5) explosions or fires; (6) accidents in transportation; or (7) vandalism or cable cuts.

B. Limitation of Liability

1. City shall not be liable for and the County shall indemnify and hold the City harmless from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by the County or by any other party or persons for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of the County or any other property whether owned or controlled by the County or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the City when such above said personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction arising out of mistakes, omissions, interruptions, delays, errors or defects in providing Service.

2. City shall indemnify and hold Sangamon County, its various departments and its employees, agents and representatives harmless against any and all liability for personal injury, property damage and worker's compensation claims arising out of or related to the performance of this agreement by City or their employees, agents or representatives.

C. **Taxes.** The County will be billed for and shall be responsible for any applicable state, local, and federal taxes and franchise fees.

D. **Cost of Collection.** The County is responsible for any and all costs incurred in the collection of monies due the City, including legal and accounting expenses.

E. Notices. Any requirement for a notice in writing under this Agreement may be met by facsimile transmission with subsequent written confirmation or by mail or personal delivery to the General Manager of the Office of Public Utilities for City, MCE 4th Floor, 800 E. Monroe Street, Springfield, IL 62757 and to the Sangamon County Information Systems Department 200 S. Ninth, Room 312 Springfield, Illinois 62701

This Agreement shall take effect upon approval by the Council of the City of Springfield and by the Sangamon County Board

City Of Springfield,

By: _____
Timothy J. Davlin, Mayor

Attest: _____
Cecilia K. Tumulty, City Clerk

Sangamon County,

By: _____
Sangamon County Board Chairman

Attest: _____
Directory of Information Systems