

RESOLUTION NUMBER 14 - 10

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF EAST DUNDEE AND THE VILLAGE OF WEST DUNDEE REGARDING INFORMATION TECHNOLOGY SERVICES**

**WHEREAS**, the Village of East Dundee is a home rule unit of local government under and pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, has the authority to exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals, and welfare; and

**WHEREAS**, it is deemed necessary and desirable for the Village of East Dundee to authorize the Execution of an Intergovernmental Agreement for Information Technology Services between the Village of East Dundee and the Village of West Dundee.

**NOW THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:**

**Section One.** That the Village of East Dundee adopts and approves and the President be and he is hereby authorized and directed to sign and the Village Clerk is directed to attest to the execution of an Intergovernmental Agreement for Information Technology Services between the Village of East Dundee and the Village of West Dundee, a copy of which Agreement is attached hereto and made a part hereof.

**Section Two. Severability.** If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

**Section Three. Repeal.** If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

**Section Four. Publication.** This resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

Adopted this 1<sup>st</sup> day of March, 2010, pursuant to a roll call vote as follows:

AYES: 6 - Trustees Ruffulo, Gorman, Miller, Lynnm, Cichowski & Van Ootenbridge

NAYES: 0

ABSENT: 1 - President Bartels

Approved by me this 1<sup>st</sup> day of March, 2010.

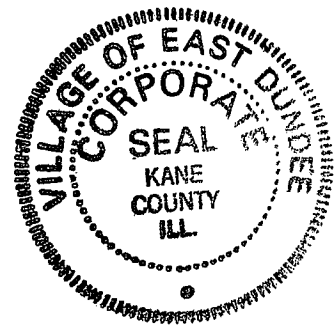
Michael Ruffulo  
JERALD BARTELS, President  
Michael Ruffulo, President Pro-Temp

Published in pamphlet form this 3<sup>rd</sup> day of March, 2010, under the authority of the President and Board of Trustees.

ATTEST:

Jennifer Rehberg  
JENNIFER REHBERG, Village Clerk

Recorded in the Village Records on March 3<sup>rd</sup>, 2010.



**INTERGOVERNMENTAL AGREEMENT  
INFORMATION TECHNOLOGY SERVICES**

**THIS AGREEMENT** is made and entered into this day 1<sup>st</sup> of March 2010, by and between THE VILLAGE OF WEST DUNDEE, an Illinois Municipal Corporation, and THE VILLAGE OF EAST DUNDEE, an Illinois Municipal Corporation.

WHEREAS, each of the Villages, which are parties hereto, maintain computer systems and operations, and;

WHEREAS, EAST DUNDEE desires to contract with WEST DUNDEE for WEST DUNDEE to provide information technology support to operate and maintain EAST DUNDEE'S computer systems;

WHEREAS, Article 7 Section 10 of the Illinois Constitution provides that units of local government may contract and otherwise associate amongst themselves with individuals, associations and corporations in any manner not prohibited by law or by ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/3 Et.Seq. provides authority for this Agreement between the Villages;

NOW, THEREFORE in consideration of the mutual covenants and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1.** The VILLAGE OF WEST DUNDEE agrees to provide information technology support staff to assist EAST DUNDEE in the operation and maintenance of their computer systems and operations. The parties anticipate that such support will entail between six (6) and twelve (12) hours per week. The services to be provided by WEST DUNDEE to EAST DUNDEE are as follows:

- a) The VILLAGE OF WEST DUNDEE would provide desktop support to the VILLAGE OF EAST DUNDEE. The desktop support is estimated to be between six (6) and not to exceed twelve (12) hours per week. The types of support would include Windows XP and Windows 2000 operating systems problems, printer problems, problems with E-mail, restoring deleted files, verifying the anti-virus definitions are current, Spam control, spyware detection and removal, verifying nightly backups are being performed, application problems with Word Perfect, Word, Excel, Power Point, Lotus Notes, and other programs with which the VILLAGE OF WEST DUNDEE IT staff has experience. In addition, the VILLAGE OF WEST DUNDEE would monitor core infrastructure equipment to verify that the equipment is operating properly. This would include servers, core switches, and firewalls.
- b) The VILLAGE OF WEST DUNDEE would provide Internet, E-mail, and Web Hosting. The VILLAGE OF EAST DUNDEE would be responsible for purchasing the desktop software licenses for E-mail (Lotus Notes). The VILLAGE OF EAST DUNDEE would also be responsible for the initial setup of the routers and programming to provide above services. These services will be contracted through the Villages' Level Three support firm. These costs will be provided to the VILLAGE OF EAST DUNDEE prior to any network changes taking place.

- c) All VILLAGE OF EAST DUNDEE computer issues would be placed into a work order system. The tracking of open issues would be monitored through a work order system. Once an item is submitted as an open issue, a VILLAGE OF EAST DUNDEE staff member would be notified along with the VILLAGE OF WEST DUNDEE IT staff. As an issue is resolved, a closed ticket would go back to VILLAGE OF EAST DUNDEE staff and the computer user who generated the work order.
- d) The enumerated services relate to Level I and Level 2 technical support. Not included within the scope of services are any major infrastructure redesign that would require reprogramming a service, switches or routers.

**Section 2.** EAST DUNDEE agrees to pay WEST DUNDEE \$30,000.00 per year for services rendered by WEST DUNDEE under the provisions of this Agreement up to a maximum of 624 hours of desktop support between May 1 and April 30<sup>th</sup>. Such payment shall be made by EAST DUNDEE quarterly within thirty (30) days of receipt of invoices from WEST DUNDEE detailing the services provided. Any work by WEST DUNDEE in excess of 624 hours per year shall be payable by EAST DUNDEE at the rate of \$40.00 per hour. The rates of pay herein may be adjusted at least annually upon mutual consent of the parties.

**Section 3.** Term. Notwithstanding this Agreement shall remain in full force and effect unless either party requests, in writing, its termination. In such a case the Agreement shall terminate 60 days thereafter.

**Section 4.** It is understood and agreed by the parties hereto, that the approval and execution of this Agreement hereof by each Village shall be duly authorized by the appropriate ordinance or resolution of each Village.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their authorized representatives on the day and year first above written.

THE VILLAGE OF WEST DUNDEE

By: Larry A. Kella  
Village President

By: Barbara Traver  
Village Clerk

THE VILLAGE OF EAST DUNDEE

By: Michael Ruffulo  
Village President  
Trustee Michael Ruffulo, President Pro-Temp

By: Jennifer Beberg  
Village Clerk