

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF AURORA AND THE CITY OF NAPERVILLE FOR USE OF CISCO
SMARTNET EQUIPMENT AND INFORMATION TECHNOLOGY-RELATED SUPPORT
SERVICES AND MAINTENANCE**

THIS AGREEMENT, entered into this _____ day of _____, 2019, by and between the City of Aurora, an Illinois municipal corporation (hereinafter “Aurora”), and the City of Naperville, an Illinois municipal corporation (hereinafter “Naperville, and referred to together as “the Parties”), regarding use and payment of Cisco SMARTnet support services to support jointly-purchased video conferencing equipment used by the Parties’ Fire Departments, the Parties having agreed as follows:

RECITALS

WHEREAS, the Parties are each legal entities organized and existing under the laws of the State of Illinois, having among their powers the authority to contract with one another to perform the undertaking described herein;

WHEREAS, the Parties are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, as provided for in 5 ILCS 220/1 (1994) *et. seq.*;

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7, Section 10 of the Constitution of the State of Illinois includes fostering cooperation between units of local government in planning and providing services to their constituents;

WHEREAS, Aurora’s Information Technology Division (“Aurora IT”) and Naperville’s Information Technology Department (“Naperville IT”) are in possession of Cisco Systems, Inc. (“Cisco”) video conferencing equipment that requires Cisco SMARTnet support services;

WHEREAS, Aurora is invoiced directly by Cisco for SMARTnet warranty services for the Cisco equipment in both Aurora and Naperville’s possession, as well as the jointly-used Cisco Telepresence Shared Equipment that resides in the Aurora Datacenter, which to date has been shared with Naperville without any formal cost sharing agreement in place;

WHEREAS, the Parties have determined it to be in their combined best interests to reach an agreement for cost sharing for SMARTnet warranty services; and

WHEREAS, the Parties have determined it to be in their combined best interests to define the roles and expectations of the Parties with respect to the types of SMARTnet warranty services used, invoiced to Aurora and shared with Naperville relating to said equipment.

NOW THEREFORE, in consideration of the premises and the mutual promises contained herein, the Parties agree as follows:

1. RECITALS INCORPORATED

All recitals set forth above are incorporated herein and made part hereof, the same constituting the factual basis for this Agreement.

2. EQUIPMENT DEFINED

As used throughout this Agreement, the equipment for Cisco SMARTnet (hereinafter “the Equipment”) is defined and set forth on the attached “Equipment List,” identified as Exhibit “A” and fully incorporated herein.

3. NAPERVILLE’S USE OF THE EQUIPMENT

Naperville shall be permitted to utilize the Equipment pursuant to this Agreement for so long as the Equipment is maintained by the Parties, or until one or both Parties terminates this Agreement.

4. NAPERVILLE’S USE OF INFORMATION TECHNOLOGY SERVICES AND MAINTENANCE

Pursuant to this Agreement, Aurora shall provide certain information technology-related support services and maintenance (hereinafter “the Services”) of the Equipment for the joint benefit of Naperville, as described on the attached “Scope of Services” identified as Exhibit “B.”

5. PAYMENT TERMS

In exchange for Naperville’s use of the Equipment and Services, it shall pay Aurora pursuant to the attached “PAYMENT TERMS,” identified as Exhibit “C.”

6. INDEMNIFICATION

Naperville shall indemnify, hold harmless, and defend Aurora and its elected officials, officers, employees, and agents from and against all liability, claims, demands, and causes of action arising out of or related to any loss, damage, or injury to person or property resulting from Naperville’s performance of or failure to perform under this Agreement.

Aurora shall indemnify, hold harmless, and defend Naperville and its elected officials, officers, employees, and agents from and against all liability, claims, demands, and causes of action arising out of or related to any loss, damage, or injury to person or property resulting from Aurora’s performance of or failure to perform under this Agreement.

7. TERM

This Agreement shall be executed for and on behalf of Aurora and Naperville pursuant to the appropriate Resolutions or Ordinances approved by their respective legislative bodies. This Agreement shall be effective for so long as the Parties possess and maintain the Equipment, unless terminated sooner by either Party as set forth in Paragraph 8 below. This Agreement may be modified or amended at any time only by written instrument signed by the Parties, and approved by their respective legislative bodies.

8. TERMINATION

This Agreement may be terminated by either Party upon one-hundred-eighty (180) days' written notice to the other, at which time Naperville shall be responsible for paying Aurora for all services rendered until such termination is effective.

9. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral, relating to the Equipment and/or Services.

10. NOTICES REQUIRED UNDER THIS AGREEMENT

Any notices required under this Agreement shall be mailed to:

Corporation Counsel
City of Aurora
44 East Downer Place
Aurora, Illinois 60506

City Attorney
City of Naperville
400 South Eagle Street
Naperville, Illinois 60540

11. SEVERABILITY

In the event any provision of this Agreement is held to be unenforceable for any reason, the enforceability thereof shall not affect the remainder of the Agreement, which will still remain in full force and effect and shall be enforceable in accordance with its terms.

12. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Illinois, and venue shall be proper only in the Circuit Court of DuPage County, Illinois.

The Parties by their signatures acknowledge that they have read and understand this Agreement, and intend to be bound by its terms.

CITY OF AURORA

By: _____

Richard C. Irvin
Mayor

Attest:

By: _____

Alexandra Voigt
Acting City Clerk

CITY OF NAPERVILLE

By: _____

Douglas A. Krieger
City Manager

Attest:

By: _____

Pam Gallahue, Ph.D.
City Clerk

EXHIBIT A

EQUIPMENT LIST

| Device Name | Manufacturer/Model | Serial Number | MAC Address |
|---|-------------------------------------|---------------|-------------------|
| Aurora Equipment | | | |
| A - IT Conf | Cisco TelePresence SX20 | FTT164200GS | 00:50:60:07:FA:37 |
| A - Central Conference Room | Cisco TelePresence SX20 | FTT162900HS | 00:50:60:07:6F:1A |
| A - Central Training Room | TANDBERG Codec C60 | F1AD23E00010 | 00:50:60:0D:76:BF |
| A - Station 10 | Cisco TelePresence SX20 | FTT162900GX | 00:50:60:07:6E:DC |
| A - Station 12 | Cisco TelePresence SX20 | FTT162900FO | 00:50:60:07:6D:BB |
| A - Station 3 | Cisco TelePresence SX20 | FTT162900H9 | 00:50:60:07:6E:EF |
| A - Station 4 | Cisco TelePresence SX20 | FTT162900IH | 00:50:60:07:6F:45 |
| A - Station 5 | Cisco TelePresence SX20 | FTT162900J2 | 00:50:60:07:6F:66 |
| A - Station 7 | Cisco TelePresence SX20 | FTT162900J0 | 00:50:60:07:6F:64 |
| A - Station 8 | Cisco TelePresence SX20 | FTT162900JM | 00:50:60:07:6F:8A |
| A - Station 9 | Cisco TelePresence SX20 | FTT162900JB | 00:50:60:07:6F:77 |
| ADP IT | Cisco TelePresence SX20 | FTT162600GO | 00:50:60:07:49:BE |
| STF Chamber Tourism | Cisco TelePresence SX20 | FTT1728014O | D8:67:D9:78:CD:22 |
| Naperville Equipment | | | |
| N - Admin | TANDBERG Codec C60 | FTT19120189 | 84:B8:02:CD:04:C3 |
| N - Station 1 | Cisco TelePresence SX20 | FTT162900JN | 00:50:60:07:6F:8C |
| N - Station 10 | Cisco TelePresence SX20 | FTT164200F0 | 00:50:60:07:F9:93 |
| N - Station 2 | Cisco TelePresence SX20 | FTT162900JL | 00:50:60:07:6F:89 |
| N - Station 3 | Cisco TelePresence SX20 | FTT162900J6 | 00:50:60:07:6F:6E |
| N - Station 4 | Cisco TelePresence SX20 | FTT162900JO | 00:50:60:07:6F:8F |
| N - Station 5 | Cisco TelePresence SX20 | FTT162900HP | 00:50:60:07:6F:15 |
| N - Station 6 | Cisco TelePresence SX20 | FTT162900JG | 00:50:60:07:6F:7F |
| N - Station 7 | Cisco TelePresence SX20 | FTT162900J1 | 00:50:60:07:6F:65 |
| N - Station 8 | Cisco TelePresence SX20 | FTT162900HA | 00:50:60:07:6E:F1 |
| N - Station 9 | Cisco TelePresence SX20 | FTT162900IJ | 00:50:60:07:6F:47 |
| N - BATT 1 | Cisco EX90 | A1AR05H00117 | A8:9D:21:47:EB:66 |
| N - BATT 2 | Cisco EX90 | A1AR52J00093 | 2C:86:D2:89:36:FC |
| N - ST4Train | Cisco TelePresence SX20 | FTT164200EY | 00:50:60:07:F9:8D |
| N - EOC | Cisco TelePresence SX20 | FTT191701U0 | 84:B8:02:CD:83:DE |
| N - PSAP | Cisco EX90 | A1AR02K00117 | 2C:31:24:60:DF:02 |
| Shared Equipment (Housed in Aurora Datacenter) | | | |
| COAMSE0 CHASIS | TANDBERG Codian MSE Supervisor 8050 | SM01263F | 00:0D:7C:02:4C:7E |
| COACCS | TANDBERG Content Server | 49A22306 | 00:1E:67:1A:FF:3C |
| COAMSE1 | TANDBERG Codian MSE 8510 | SM02250D | 00:0D:7C:11:28:68 |
| COAMSE2 | TANDBERG Codian MSE 8510 | SM022514 | 00:0D:7C:11:28:A0 |
| COAVCSC | TANDBERG VCS | 52A25714 | 00:10:F3:24:9B:6A |
| COAVCSE | TANDBERG VCS | 52A25604 | 00:10:F3:24:92:CE |
| COATMS | Cisco TMS | 80A63114 | 84-2B-2B-01-A7-8F |

EXHIBIT B
SCOPE OF SERVICES - IT SUPPORT AND EQUIPMENT MAINTENANCE

Aurora is responsible for maintenance and firmware upgrades required to Aurora Equipment and the Shared Equipment listed in Exhibit A and agrees to contact Cisco directly for support on those devices.

Naperville is responsible for maintenance and firmware upgrades required to Naperville Equipment listed in Exhibit A and agrees to contact Cisco directly for support on those devices.

Aurora agrees to use reasonable best effort to ensure that Naperville is able to connect to Shared Equipment that is hosted in the Aurora datacenter. If Naperville IT staff determines through reasonable best effort that Naperville Equipment is unable to connect to any of the Shared Equipment, Naperville IT staff agrees to contact Aurora IT. Aurora IT staff agrees to work with Naperville IT staff until connectivity to the Shared Equipment is restored.

If the IT staffs determine that any of the Shared Equipment is not functioning properly, Aurora IT Staff agrees to contact and work with Cisco until the problem is resolved. Upon resolution, Aurora IT staff agrees to work with Naperville IT staff to ensure functionality has been restored.

If any unplanned outages occur that affect the Shared Equipment, Aurora IT will make reasonable best effort to notify Naperville IT of the outage. For planned outages, Aurora IT will make reasonable best effort to coordinate an agreed upon outage timeframe with Naperville IT to limit loss of connectivity to the Shared Equipment.

EXHIBIT C

PAYMENT TERMS

Cisco provides one SMARTnet invoice annually to Aurora for all equipment listed in Exhibit A. Aurora agrees to provide an invoice to Naperville in a timely fashion after receipt of Cisco invoice. The invoice from Aurora will include the following:

- A copy of the Cisco invoice for the equipment listed in Exhibit A
- A breakdown of SMARTnet fees for each of the items in Exhibit A
- Payment instructions including contact information for problem resolution

All Naperville Equipment listed in Exhibit A will be billed to Naperville at 100% of the SMARTnet cost as invoiced from Cisco.

All Shared Equipment listed in Exhibit A will be billed to Naperville at 50% of the SMARTnet cost as invoiced from Cisco.

Naperville agrees to reimburse Aurora for these SMARTnet fees within 30 days of receipt of same from Aurora.