



## MEMORANDUM

**TO:** Mayor Laurel Lunt Prussing and Members of the City Council  
**FROM:** William R. Gray, Public Works Director  
**DATE:** January 23, 2014  
**RE:** Revisions to CCGISC Intergovernmental Agreement

### **Introduction**

On Friday, January 17, 2014 the Champaign County Geographic Information System Consortium (CCGIS) Policy Committee met and approved the attached revised Intergovernmental Agreement Providing for the Creation of the CCGISC. This revised agreement has been reviewed by the staffs of all the member agencies and reflects their input and comments.

The primary reasons for the revisions to this agreement are listed in the attached memo from Ms. Leanne Brehob-Riley, GIS Director. All member agencies have been asked to approve and sign the attached revised agreement.

### **Fiscal Impact**

There is no fiscal impact to the city for these agreement revisions.

### **Recommendation**

It is recommended that A RESOLUTION AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT PROVIDING FOR THE CREATION OF THE CHAMPAIGN COUNTY GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM (CCGIS) be approved.

RESOLUTION NO. 2014-01-004R

A RESOLUTION AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT PROVIDING FOR THE CREATION OF THE CHAMPAIGN COUNTY GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM (CCGISC)

WHREAS, the City of Urbana, Illinois (hereinafter, the “City”) is an Illinois municipal corporation and a home rule unit of local government pursuant to Section 6 of Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* authorizes and enables units of local government to enter into agreements among themselves and provide authority for such intergovernmental cooperation; and

WHEREAS, the City of Urbana, the City of Champaign, Champaign County, the Board of Trustees of the University of Illinois, the village of Rantoul, the Village of Savoy, and the Village of Mahomet, all having offices in Champaign County, Illinois (hereinafter, the “Parties”) seek to jointly and in cooperation with one another to develop and operate a coordinated countywide geographic information system; and

WHEREAS, the Parties are committed to the principles of intergovernmental cooperation; and

WHEREAS, in 2002, the Parties entered into and executed an Intergovernmental Agreement Providing for the Creation of the Champaign County Geographic Information System Consortium; and

WHEREAS, the Parties believed then and still believe that by entering into an intergovernmental agreement and creating a consortium they will maximize the efficiency and minimize the costs to any individual Party of operating a geographic information system; and

WHEREAS, the mission of such consortium was and remains to develop, provide, and operate a coordinated countywide geographic information system for the purpose of providing consistent geographic information at a reasonable cost in the best interest of all the constituents and citizens of the respective entities; and

WHEREAS, the Parties have supported, and continue to support, the fee authorized by 55 ILCS 5/3-5018 (P.A. 91-0791) in order to defray the cost of implementing and maintaining a geographic information system; and

WHEREAS, the Parties now seek to amend the aforesaid agreement for the purpose of complying with Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That an Intergovernmental Agreement Providing for the Creation of the Champaign County Geographic Information System Consortium, in substantially the form of the copy of such an agreement as is attached hereto and hereby incorporated by reference herein, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver to the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Intergovernmental Agreement Providing for the Creation of the Champaign County Geographic Information System Consortium as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this \_\_\_\_\_ Day of \_\_\_\_\_, 2014

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAINS: \_\_\_\_\_

\_\_\_\_\_  
Phyllis Clark, City Clerk

APPROVED by the Mayor this \_\_\_\_\_ Day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Laurel Lunt Prussing, Mayor



Champaign County  
City of Champaign  
City of Urbana  
University of Illinois  
Village of Rantoul  
Village of Mahomet  
Village of Savoy

To: CCGISC Policy Committee  
From: Leanne Brehob-Riley, GIS Director  
Date: January 10, 2014  
Re: Adoption of CCGISC Intergovernmental Agreement

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### **CCGISC Intergovernmental Agreement (IGA) Revisions**

Revisions to the CCGISC Intergovernmental Agreement were proposed in an effort to clarify the function of technical advisors and resolve the issue of technical meetings without sufficient representation by Consortium members to meet quorum. With the assistance of Barb Mann, Chief of the Civil Division for the Champaign County State's Attorney's Office, a consensus among the legal representatives was reached in late December. Language changes proposed by legal counsel relate to the role of technical advisors, the Freedom of Information Act (FOIA) and data disclosure to non-member agencies.

The changes are found below:

Strikethrough = Deleted Language, Grey Highlight = Added Language

#### Section 4g

~~Open Meetings Act. The Policy Committee shall adhere to the requirements of the state's Open Meetings Act.~~

#### Section 5j

~~Technical Advisory Groups. The GIS Director may create or utilize such technical advisors as the Director deems necessary. The Policy Committee Members may make suggestions to the GIS Director as to who may be qualified to assist the Director in making recommendations to the Policy Committee concerning technical matters. These representatives shall work with the GIS Director on specific projects as needed.~~

#### Section 5j (previously 5k)

~~Role of the Technical Advisory Groups~~ Consortium Director. The GIS Consortium Director, with input from the Technical Advisory Groups such member agency representatives as the Director may elect to utilize, shall make recommendations to the Policy Committee concerning:

- 1) Hardware requirements;
- 2) Software requirements;
- 3) Networking;
- 4) Data Standards;
- 5) Development/Prioritization of the Work Plan;
- 6) Other aspects of the GIS as requested by the Policy Committee.

## Section 7j

Providing staff support, including the recording and distribution of minutes for the Consortium Policy Committee. ~~and Technical Advisory Groups, and bringing policy/technical issues to the committee/advisory groups as appropriate.~~

## Section 8b

Designate ~~Provide original~~ (1) person to serve as an active voting representative on the Policy Committee;

## Section 8c

~~Provide (1) staff person to serve as the primary representative for the Technical Advisory Groups.~~

## Section 10c

*Freedom of Information Act (FOIA) Requests.* ~~Unless the GIS data request is for data that has become Consortium owned data, the lead agency shall refer any FOIA request for Member data to the Member's representative of the Policy Committee for a response.~~ In the event that the Consortium receives a FOIA request which seeks data owned by a Member, the Consortium shall respond to the said FOIA in accordance with FOIA, and notify the appropriate Policy Committee representatives of FOIA request and response.

## Section 10d

### Other Disclosures to Non-Members.

1. Information protocols will allow disclosure of data in GIS to third Parties required by federal or state statute (such as the Freedom of Information Act), local ordinance or contract predating the agreement, or court order (including a judicial subpoena). The Consortium shall notify the appropriate Policy Committee representatives of the disclosure.
2. Information protocols will allow disclosure of data in GIS to third Parties to the extent necessary to maintain GIS and related systems, and to perform law enforcement and investigatory functions, prosecution, and defense of criminal cases, defense of civil claims, and coordination with other government agencies (such as DCFS and the Attorney General).
3. ~~Any limits on disclosure of GIS data to third Parties will apply only to information which is not already in control of that government agency.~~
3. Additional guidelines are documented in the Champaign County GIS Consortium Digital Data Policy.

**INTERGOVERNMENTAL AGREEMENT**  
*PROVIDING FOR THE CREATION OF THE*  
**CHAMPAIGN COUNTY**  
**GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM**

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## INTERGOVERNMENTAL AGREEMENT PROVIDING FOR THE CREATION OF THE CHAMPAIGN COUNTY GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM

THIS AGREEMENT is made and entered by and between Champaign County, the City of Champaign, the City of Urbana, the Board of Trustees of the University of Illinois, the Village of Rantoul, the Village of Savoy, and the Village of Mahomet, all with offices in Champaign County, Illinois, and collectively referred to as "Parties".

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enables the Parties here to enter into agreements among themselves and provide authority for intergovernmental cooperation; and,

WHEREAS, the Parties find it to be in the best interest of Champaign County, the City of Champaign, the City of Urbana, the University of Illinois, the Village of Rantoul, the Village of Savoy, and the Village of Mahomet to develop and operate a coordinated countywide geographic information system; and,

WHEREAS, the Parties are committed to the principles of intergovernmental cooperation; and,

WHEREAS, the Parties desire to operate such a system in the most cost effective and efficient manner; and,

WHEREAS, in order to develop and operate a coordinated countywide geographic information system, it is necessary to establish a geographic information system consortium; and,

WHEREAS, the mission of such a consortium is to develop, provide, and operate a coordinated countywide geographic information system for the purpose of providing geographic information at a reasonable cost in the best interest of all the constituents and citizens of the respective entities; and,

WHEREAS, it is necessary to provide for operations and joint funding of a geographic information system consortium; and,

WHEREAS, the Parties desire that the system be operated and managed with clear lines of authority for implementing policies to achieve the mission and goals of a geographic information consortium as set forth and as articulated from time to time by the Parties; and,

WHEREAS, the Parties have recently supported, and continue to support, the fee authorized by 55 ILCS 5/3-5018 P.A. 91-0791, in order to defray the cost of implementing and maintaining a geographic information system.

NOW, THEREFORE, the Parties agree as follows:

### **SECTION 1. DEFINITIONS**

- a) "Consortium" means the Champaign County Geographic Information System Consortium, consisting of the members, equipment, personnel, and data established by and operating pursuant to this Agreement and created to perform the tasks necessary to establish and maintain the countywide Geographic Information System.

- b) "Consortium Director" is an employee of the Lead Agency charged by the Lead Agency with the responsibility of administering, supervising, managing and directing the activities and employees assigned to the Consortium in order to successfully operate the GIS.
- c) "Consortium Staff" means staff of the Lead Agency who are assigned work on Consortium activities under the direction of the Consortium Director.
- d) "Data" means information in a form suitable for storing and processing by a computer or computer system.
- e) "GIS" means geographic information system. A GIS is a system of hardware, software, and data used for storage, retrieval, mapping, and analysis of geographic data.
- f) "Good standing" means the member is not delinquent on any financial obligations to the Consortium.
- g) "Lead Agency" means the party designated by the members, pursuant to this Agreement as the party having overall responsibility for Consortium operations on an ongoing basis in accordance with the policies established by the Policy Committee and this Agreement.
- h) "Members" mean County of Champaign, Illinois; the City of Champaign, Illinois; the City of Urbana, Illinois; the University of Illinois at Urbana-Champaign; the Village of Rantoul, Illinois; the Village of Savoy, Illinois; and the Village of Mahomet, Illinois; and such other members who become signatories to the Agreement.
- i) "Party (or Member) in Good Standing" means a member that has not delivered a notice of its intent to withdraw from this Agreement or for which the Policy Committee has not issued a notice of payment default.
- j) "Policy Committee" means the body created by this Agreement to approve the budget for the Consortium, to develop cooperative approaches regarding countywide GIS and the concerns of each party, and to perform such other functions as are set forth in this Agreement.

**SECTION 2. CONSORTIUM CREATED**

- a) The Parties hereby create the Champaign County Geographic Information System Consortium, an undertaking to operate a countywide geographic information system. The Consortium is created to develop and operate a coordinated countywide geographic information system. Service from Consortium and access to Consortium services shall be in accordance with this Agreement.
- b) The Consortium shall be a unit of the Lead Agency, subject to the Lead Agency's policies and procedures, except as otherwise specified in the Agreement. The Parties hereby authorize and direct the Lead Agency to operate pursuant to this Agreement, and the Lead Agency hereby agrees to operate pursuant to this Agreement.

### **SECTION 3. CONSORTIUM MISSION**

The mission of the Consortium and its Members is to:

- a) Lead development effort for acquisition of data;
- b) Act as a data repository/custodian;
- c) Establish standards for content, quality, and structure of repository data;
- d) Host data on server accessible to all Members;
- e) Provide all Members access to data;
- f) Establish and maintain metadata for data held in the repository;
- g) Provide computer system administration and ongoing system support, upgrades, and maintenance for Consortium-controlled assets;
- h) Provide services to Members in accord with a work plan approved by the Policy Committee;
- i) Promote use of the GIS county wide by contributing data and utilizing the GIS;
- j) Establish operational, administrative, and procedural policy as related to the GIS system operations, data standards, and data distribution.

### **SECTION 4. POLICY COMMITTEE CREATED**

The Policy Committee is hereby created in accordance with the following provisions:

- a) Membership. The Policy Committee shall be comprised of one (1) representative to be designated by the Chancellor of the University and by the Chief Administrative Officer of other Members. The designation shall be made in writing and sent to the Chancellor and the Chief Administrative Officer of the other Members. These shall be voting representatives.
- b) Voting. In those matters required by this Agreement to be decided by the Policy Committee, unless otherwise specified in this Agreement, the proposition voted upon shall not be considered approved unless it receives an affirmative vote from at least a majority or such greater percentage vote specified of all representatives of the Policy Committee Members in good standing.
- c) Quorum. A quorum shall consist of a majority of voting representatives of the Policy Committee Members in good standing.
- d) Unanimous Vote. In those matters required by this Agreement to be decided by a unanimous vote of the Policy Committee, a proposition shall not be considered adopted unless *it* receives an affirmative vote from the voting representative of each and every Member that is in good standing at the time of the vote.
- e) Representative's Substitute. A Member's designated representative to the Policy Committee may select a designated voting representative to serve in the designated representative's absence.

- f) Regularity of Meetings. The Policy Committee shall meet at least quarterly. Other meetings may be called at the request of the Policy Committee Chair or any two (2) of the voting Members' representatives on the Policy Committee.

## **SECTION 5. POLICY COMMITTEE FUNCTIONS AND RESPONSIBILITIES**

The Policy Committee shall have the following functions and responsibilities:

- a) Mission/By-Laws/Committees. The Policy Committee shall have the authority to adopt a mission statement, to enact procedural by-laws governing or directing the activities of the Consortium, provided such mission statement and by-laws do not conflict with the terms of this Agreement, and to create such committees as it deems advisable.
- b) Officers. The Policy Committee shall elect a Chair and such officers as it deems advisable from among the voting representatives of the Members, said election to occur every two (2) years in June, or whenever a vacancy in office occurs.
- c) General Responsibilities. The Policy Committee is responsible for approving: policy, priorities, budget, work plan, and technical standards.
- d) Budget.
- i. The Policy Committee shall, by 3/4 affirmative vote including the vote of the County:
    - 1) annually approve Consortium's budget; and
    - 2) approve amendments to said budget and expenditures as from time to time deemed necessary by the Parties.
  - ii. The tentative budget for each year shall be submitted by the lead agency to the Policy Committee during July of each year.
  - iii. Unless a new budget is approved by January 1st of any year, the last previously approved budget shall continue from year to year.
  - iv. The format of the budget shall conform to the format of the Lead Agency's budget unless otherwise directed by 3/4 vote, including the vote of the County, vote of the Policy Committee.
- e) Funding Formula. The Policy Committee shall annually on or before July 1 of each year, by a unanimous vote, approve the funding formula to determine the Parties' share of expenses for Consortium operations, provided, however, that the most recently approved cost-sharing formula shall continue unless amended by the unanimous vote of the Parties.
- f) Intergovernmental Agreement. The Policy Committee may approve contracts with other governmental entities to provide some or all of Consortium services on a contractual basis.

- g) Purchases. The Policy Committee may approve contracts for the purchase of goods or services with units of federal, state and local units of government, private corporations, not-for-profit organizations, partners and individuals. All such purchases shall be made in accordance with the purchasing policies of the Lead Agency.
- h) Gifts. The Policy Committee may approve the receipt by the Consortium of grants, loans, gifts, bequests, funding, in-kind services from federal, state and local units of government, and from public and private sources.
- i) Lead Agency. The Policy Committee may redesignate the Lead Agency by at least a three fourths (3/4) affirmative vote of all Members, provided that no Members shall be designated Lead Agency without its consent, and provided further that, unless the Parties agree otherwise, no change in the Lead Agency shall take place without at least one hundred and eighty (180) days' prior notice prior to the beginning of the next fiscal year of the current Lead Agency.
- j) Role of the Consortium Director. The Consortium Director, with input from such member agency representatives as the Director may elect to utilize, shall make recommendations to the Policy Committee concerning:
  - 1) Hardware requirements;
  - 2) Software requirements;
  - 3) Networking;
  - 4) Data Standards;
  - 5) Development/Prioritization of the Work Plan;
  - 6) Other aspects of the GIS as requested by the Policy Committee.
- k) Data Fee Policies. The Policy Committee shall have the authority to adopt data policies referred to in Section 10 and a fee schedule by a unanimous vote.

## **SECTION 6. LEAD AGENCY DESIGNATED**

The Lead Agency shall be Champaign County.

## **SECTION 7. LEAD AGENCY DUTIES**

The Lead Agency shall be responsible for, and is hereby empowered to take, all actions to support the overall operation of Consortium and its affairs in accordance with this Agreement and the mission, goals and objectives approved by the Policy Committee. These duties include, but are not limited to:

- a) Employing and supervising all personnel assigned to the Consortium in accordance with the Lead Agency's policies and procedures, including, but not limited to, hiring, firing, disciplining, establishing incentives, benefits, negotiations with unions, and all other employment decisions.
- b) Directing the management and supervision of all employees assigned to Consortium duties in accordance with the policies and procedures of the Lead Agency.
- c) Incurring and paying, on the behalf of the Members and in accordance with this Agreement and Consortium's approved budget, all Consortium expenses.

- d) Entering into all contracts, lease and procurement agreements in accordance with this Agreement, the approved budget, and the policies and procedures of the Lead Agency.
- e) Expending funds in accordance with the Consortium's approved budget. Purchasing shall be conducted in accordance with the Consortium approved budget and the purchasing policies and procedures of the Lead Agency.
- f) Providing all personnel administration, financial support staff, insurance, legal advice and management support and services in accordance with this Agreement and the approved Consortium budget and the policies and procedures of the Lead Agency.
- g) Billing and collecting from each member its share of the cost of Consortium's operations as provided in this Agreement and the approved annual budget and work plan of Consortium.
- h) Overseeing the establishment and implementation of policies and procedures at the Consortium staff level to implement the mission, goals, and work plan of the Consortium.
- i) Developing a proposed annual budget and work plan and administering the approved budget, expenditures, and work plan in accordance with this Agreement.
- j) Providing staff support, including the recording and distribution of minutes for the Consortium Policy Committee.
- k) Providing necessary office space, furnishings, equipment, hardware, software, and technical support for the Consortium to operate.
- l) Providing generally for the audit, accounting for, receipt, and custody of consortium funds.

The Lead Agency shall be entitled to reimbursement for the costs it incurs in performing these functions, which costs shall be included in Consortium's budget, as amended from time to time in accordance with this Agreement. The formula for cost reimbursement shall be established as part of the funding formula.

## **SECTION 8. MEMBER RESPONSIBILITIES**

Each Member shall:

- a) Utilize the Consortium GIS only in accordance with Consortium policies;
- b) Designate (1) person to serve as an active voting representative on the Policy Committee;
- c) Provide original data and data updates on a regular or as needed basis to Consortium in order to maintain the master GIS dataset as required by Consortium policy;
- d) Distribute Consortium data to non-members only in accordance with the adopted Consortium data distribution policy.
- e) Retain legal responsibility and liability, if any, for the quality of the data that it provides.
- f) Retain ownership of the data that it provides.

- g) Be responsible for providing and maintaining its own GIS equipment, software, and GIS-related items.
- h) Be responsible for contributing to the Consortium budget and expenses based on a cost-sharing formula established from time to time by the Members.

## **SECTION 9. FINANCES**

- a) Contributions. Each party shall be responsible for contributing to the Consortium budget and expenses based on a cost-sharing formula established from time to time by the Members. Any change in the formula may be made by a unanimous vote of the Policy Committee. The initial approved cost-sharing formula is attached in Appendix A. The most recently approved cost-sharing formula shall continue unless amended by unanimous vote of the Parties.
- b) Records. The Lead Agency shall maintain financial records regarding Consortium operations and finances in accordance with generally accepted governmental accounting standards, which records shall be available at the Lead Agency's finance offices for inspection by any of the Parties during regular business hours.
- c) Invoices. The Lead Agency shall invoice each Member on the first day of each quarter for the next quarter's service for its share of Consortium costs based on the approved cost sharing formula
- d) Payment. Members shall pay said bills within thirty (30) days of receipt of an invoice for the same.
- e) Audit. Consortium financial records shall be audited on an annual basis by the outside accountant used by the Lead Agency for its other audits and the cost of such audit shall be considered an operating expense of Consortium.
- f) University. All commitments by the University are subject to constitutional and statutory restrictions and limitations binding upon the University and to the availability of funds which may be lawfully applied thereto.
- g) Fiscal Year. Consortium's fiscal year shall follow the fiscal year of the Lead Agency.

## **SECTION 10. CONSORTIUM DATA POLICIES**

- a) Policies and Procedure.
  - 1. The Policy Committee shall develop and approve policies and procedures on the following topics:
    - Data distribution or disclosure to Consortium Members
    - Data distribution or disclosure to non-members, including policies to protect the privacy of individuals
    - Data sales
    - Data licensing
    - Freedom of Information requests
    - Data security
    - Public Internet data distribution

2. The policies and procedures shall be consistent with this Agreement.
3. Individual Consortium Members shall release or sell GIS data only consistent with the policies and procedures developed under this Agreement.

b) Ownership.

1. Data supplied by individual Members shall continue to be owned by the individual Member, but may be utilized by the Consortium for Consortium purposes consistent with this Agreement and the policies and procedures developed under the authority of the Agreement.
2. The Consortium shall own GIS data which the Consortium develops through processing or altering of the original configuration of the data by the Consortium software.
3. Any Member has the right to refuse to provide data to GIS if required by federal or state statute, court order, or local ordinance or contract predating this Agreement, and to the limited extent necessary to preserve or recognize any statutory or common law privilege.

c) Freedom of Information Act (FOIA) Requests. In the event that the Consortium receives a FOIA request which seeks data owned by a Member, the Consortium shall respond to the said FOIA in accordance with FOIA, and notify the appropriate Policy Committee representatives of FOIA request and response.

d) Other Disclosures to Non-Members.

1. Information protocols will allow disclosure of data in GIS to third Parties required by federal or state statute (such as the Freedom of Information Act), local ordinance or contract predating the agreement, or court order (including a judicial subpoena). The Consortium shall notify the appropriate Policy Committee representatives of the disclosure.
2. Information protocols will allow disclosure of data in GIS to third Parties to the extent necessary to maintain GIS and related systems, and to perform law enforcement and investigatory functions, prosecution, and defense of criminal cases, defense of civil claims, and coordination with other government agencies (such as DCFS and the Attorney General).
3. Additional guidelines are documented in the Champaign County GIS Consortium Digital Data Policy.



## **SECTION 11. TERMINATION BY PARTIES**

- a) *Withdrawal.* A party may terminate its participation in this Agreement as of July 1 of any year by giving written notice to each of the other Parties. Such notice shall be given prior to December 31 of the year before the desired termination date.
- b) *Failure to Budget.* Notwithstanding any provision of this Agreement to the contrary, a Member may withdraw by giving prior written notice thirty (30) days in advance to each of the other Parties indicating its intent to terminate its participation in this Agreement as of the end of the month following the expiration of such thirty (30) days, provided, however, withdrawal under this section can only be invoked if the corporate authorities of such Member, or the legislature in the case of the University, have failed or refused to authorize, appropriate or budget the funds necessary to pay such Member's share of the costs, as such costs are determined by the Policy Committee pursuant to this Agreement. Each party will utilize its best efforts to appropriate and budget sufficient funds to meet its obligations under this Agreement in full.
- c) *Default.* If a party to this Agreement is in default of its payment obligations, the Policy Committee may so declare and terminate GIS services to that Member thirty (30) days after the date of mailing of notice of default and termination of services to the defaulting party, unless the defaulting party cures the default in full prior to the expiration of the thirty (30) days set forth in the notice. The notice of the default declared by the Policy Committee shall be issued by the Lead Agency. The defaulting party shall continue to be responsible to pay its assigned share of the cost of Consortium as determined in accordance with this Agreement for the ensuing nine (9) months following the termination of GIS services. If the defaulting party, within the nine (9) month period, pays all amounts due and the costs incurred by the Consortium in updating the information in relevant databases, GIS services to the party shall be reinstated.
- d) *Data Developed Prior to Withdrawal.* A party terminating its participation in this Agreement shall have the right to one (1) electronic copy of the data developed prior to the first occurring of these dates: the date of Member termination or date of Member default.

## **SECTION 12. DISSOLUTION**

It is the intent of the Parties to maintain Consortium as a continuing operation. However, should any of the Parties elect to withdraw its participation in and support of Consortium, then Consortium may continue in operation for the benefit of the remaining Parties if a minimum of two (2) of the Parties elect to continue their participation.

## **SECTION 13. EQUIPMENT; USE AND OWNERSHIP; LOAN EQUIPMENT**

All equipment purchased for Consortium shall be purchased, utilized and disposed of by the Lead Agency and held in trust for Consortium use. It shall be recorded and identified by the Lead Agency as Consortium Agreement property, separate from other Lead Agency property. Prior to dissolution of Consortium, all proceeds from the sale of any Consortium Agreement property or data shall be devoted solely to the operation of Consortium. In the case of a change in Lead Agency, Consortium property shall be transferred with the Lead Agency function to the new Lead Agency.

Any Member agency may, with approval of the Policy Committee, loan property or equipment to the Lead Agency for the use of Consortium. Such property shall continue to be owned by the member agency, and the Lead Agency shall keep written records of such loaned equipment. If the party owning the loaned equipment wishes to withdraw it from Consortium service, that party may do so provided that, if in the opinion of the Consortium Director, the property is essential to Consortium and requires replacement to ensure consistency and proper functioning of Consortium, then such loaned equipment shall be withdrawn only after providing a reasonable notice of withdrawal to the other Parties.

#### **SECTION 14. RIGHTS OF TERMINATING PARTY TO CONSORTIUM ASSETS**

A party terminating its participation in this Agreement shall continue to maintain its financial interest in all equipment purchased for the Consortium operation prior to the date of that member's termination. Such equipment or proceeds derived from the disposition of the equipment shall continue to be used for the continued operation of Consortium until Consortium is dissolved.

#### **SECTION 15. DISPOSITION OF CONSORTIUM ASSETS UPON DISSOLUTION**

Upon dissolution of Consortium, all assets held in trust by the Lead Agency on behalf of the Parties of this Agreement will be sold and the proceeds, after deducting all costs of sales and any unpaid obligations relating to such assets or operating expenses of Consortium, shall be divided among all Parties to this Agreement in accordance with the proportion that the amount of funding of that party bears to the total during the period of time from the effective date of this Agreement until the date that Consortium is dissolved. Any one (1) or more of the Parties shall have the right to purchase such assets at their fair market value prior to any public sale. Such fair market value shall be determined by unanimous vote of the Policy Committee. If more than one (1) party wishes to purchase such assets or a particular asset for the fair market value, the matter will be decided by lot.

#### **SECTION 16. INSURANCE**

The Lead Agency shall procure and maintain, during the term of this Agreement or any extension thereof, sufficient property insurance to cover the replacement value of the Consortium equipment and all equipment loaned to Consortium, against all direct loss or damage. The cost of any such insurance shall be a cost of operating Consortium, to be borne by the Parties hereto in the same manner as other costs in accordance with this Agreement. The Lead Agency shall procure and maintain liability and worker's compensation insurance for Consortium operations in accordance with insurance purchase standards for its other operating departments. The insurance shall name each member agency as additional insured under the liability policy procured.

#### **SECTION 17. LIMITATIONS OF PERSONNEL**

No employee shall have authority to commit, obligate or bind any party hereto to any contract or obligation unless specifically authorized by said party, except as provided for in this Agreement.

## **SECTION 18. AMENDMENTS**

This Agreement may be amended in writing at any time by mutual agreement of all of the Parties to the Agreement. Amendments shall refer back to this Agreement and to subsequent amendments, if any, on the same subject and shall specify the language to be changed or to be added. The execution of any amendment shall be authorized by passage of an appropriate ordinance or other proper and lawful corporate action by the corporate authorities of each party.

## **SECTION 19. ADDITIONAL MEMBERS**

New members may only be added to Consortium by a unanimous vote of the Policy Committee. New members shall pay an initial capital and data development fee equivalent to a pro-rata share of the capital/data development costs incurred by Consortium for providing existing service. New members shall agree to pay monthly fees in accordance with the funding formula.

New members shall agree in writing to all the terms of this Agreement before membership becomes effective.

## **SECTION 20. EFFECTIVE DATE**

This Agreement shall be effective as to each member on the date such member executed the Agreement.

## **SECTION 21. NOTICES**

Notices hereunder shall be provided personally or by first class mail to the Chancellor of the University and to the Chief Administrative Officer of each party and to the attorney representing each party. The date of the notice shall be the third day after the date of mailing of notice is provided by mail. If the notice is provided by personal delivery, the date of personal delivery is the date of the notice.

## **SECTION 22. COUNTERPARTS**

This Agreement may be signed in several counterparts, each of which shall be considered an originally executed agreement for all purposes.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals to this Agreement as of the dates below indicated.

**CITY OF CHAMPAIGN**

By: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:  
\_\_\_\_\_  
City Attorney

**CITY OF URBANA**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:  
\_\_\_\_\_  
City Attorney

**COUNTY OF CHAMPAIGN**

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
County Clerk

APPROVED AS TO FORM:  
\_\_\_\_\_  
State's Attorney

**THE BOARD OF TRUSTEES OF THE  
UNIVERSITY OF ILLINOIS**

By: \_\_\_\_\_  
Comptroller

\_\_\_\_\_  
Chancellor

\_\_\_\_\_  
Executive Director, Facilities and Services

APPROVED AS TO FORM:

\_\_\_\_\_  
Campus Legal Counsel

**VILLAGE OF MAHOMET**

By: \_\_\_\_\_  
Village President

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Village Clerk

APPROVED AS TO FORM:  
\_\_\_\_\_  
Village Attorney



**VILLAGE OF RANTOUL**

By: \_\_\_\_\_  
Village President

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Village Clerk

APPROVED AS TO FORM:  
\_\_\_\_\_  
Village Attorney

**VILLAGE OF SAVOY**

By: \_\_\_\_\_  
Village President

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Village Clerk

APPROVED AS TO FORM:  
\_\_\_\_\_  
Village Attorney

ACKNOWLEDGED BY:  
**CHAMPAIGN COUNTY RECORDER**

By: \_\_\_\_\_

Date: \_\_\_\_\_

ACKNOWLEDGED BY:  
**CHAMPAIGN COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A**

CHAMPAIGN COUNTY GIS CONSORTIUM AGREEMENT PROPOSED ATTACHMENT A

GIS Consortium Member	Population 2000 Census	<i>Fiscal Year 2003</i> 7/1/02 - 6/30/03				<i>Fiscal Year 2004</i> 7/1/03 - 6/30/04			
		Base	Per Capita Rate	Per Capita	Total	Base	Per Capita Rate	Per Capita	Total
Champaign County	37,072	\$200,000.00			\$200,000.00	\$200,000.00			\$200,000.00
Champaign	67,518	\$5,000.00	\$0.27	\$18,229.86	\$23,229.86	\$5,000.00	\$0.56	\$37,810.08	\$42,810.08
Urbana	36,395	\$5,000.00	\$0.27	\$9,826.65	\$14,826.65	\$5,000.00	\$0.56	\$20,381.20	\$25,381.20
Rantoul	12,857	\$5,000.00	\$0.27	\$3,471.39	\$8,471.39	\$5,000.00	\$0.56	\$7,199.92	\$12,199.92
Mahomet	4,877	\$5,000.00	\$0.27	\$1,316.79	\$6,316.79	\$5,000.00	\$0.56	\$2,731.12	\$7,731.12
Savoy	4,476	\$5,000.00	\$0.27	\$1,208.52	\$6,208.52	\$5,000.00	\$0.56	\$2,506.56	\$7,506.56
University of Illinois		\$25,000.00			\$25,000.00	\$25,000.00			\$25,000.00
Total		\$250,000.00		\$34,053.21	\$284,053.21	\$250,000.00		\$70,628.88	\$320,628.88

The first two year's budget reflects phased costs of bringing the system online. Future budgets are expected to remain near the \$300,000 level, plus annual inflation.

Initial Projections have the per capita rate reducing to \$.48 in the third year.

The per capita would be set each year based upon the budget and expected contributors. For instance, if additional entities join the consortium, the per capita amount would be reduced by the added base amounts received.