



TO: Mayor Diane Marlin and City Council Members

FROM: Carol Mitten, City Administrator

DATE: June 16, 2021

SUBJECT: A Resolution Approving an Amendment to an Intergovernmental Agreement for Outdoor Warning Sirens

Background

There are 39 outdoor warning sirens located in the Champaign County jurisdictions of Urbana (14), Champaign (15), Savoy (3), and the University of Illinois (7). Currently, when one siren is activated, all the sirens are activated. Activation is triggered either by the National Weather Service issuing a Tornado Warning or by reported sightings of funnel cloud activity from spotters deemed to be reliable.

On September 16, 2019, the Council approved Resolution No. 2019-09-39R, which approved an Intergovernmental Agreement (IGA) that led to the upgrade and digitization of this system so that the sirens could be activated automatically. Previously, activation of the sirens was manual.

Description

This proposed amendment to the IGA will allow the Villages of Sidney and Pesotum to be added to the upgraded, coordinated outdoor warning siren system. Sidney will add three sirens and Pesotum will add one siren. All of the pro-rata shares of the participating parties have been adjusted accordingly. The on-going maintenance fee for Urbana had been \$1,346 per siren; with the addition of Pesotum and Sidney, that cost will now be \$1,140 per siren.

In addition, Section 12 of the IGA allows for the addition of new members from within Champaign County to be added to the outdoor warning siren user group on these same terms.

Recommendation

The Village Boards of Sidney and Pesotum have approved the Amended IGA. Staff from other participating jurisdictions are currently seeking the approval of their respective governing bodies. I recommend that the Council approve the attached draft resolution.

Attachment: Draft Resolution

RESOLUTION NO. 2021-06-0XXR
A RESOLUTION TO APPROVE AN AMENDMENT TO A TORNADO
SIREN INTERGOVERNMENTAL AGREEMENT

WHEREAS, the City of Urbana, Illinois (“City”) is a home rule unit of local government pursuant to the Illinois Constitution of 1970 and the Illinois Municipal Code. ILCS Const. Art. 7, § 6; 65 ILCS 5/1-1-9; 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.* authorize the City of Champaign, Illinois; the Metropolitan Computer-Aided Dispatch Agency; Champaign County, Illinois; the City of Urbana, Illinois; the Villages of Savoy, Sidney, and Pesotum, Illinois; and the Board of Trustees of the University of Illinois to enter into agreements between and among themselves that provide for intergovernmental cooperation; and

WHEREAS, the aforesaid units of government deem it important to operate and maintain their respective outdoor tornado and severe weather warning sirens in a consistent and coordinated manner; and

WHEREAS, the aforesaid units of government are desirous of sharing and maintaining software and equipment that would allow for the operation of a digital automated warning system within their collective jurisdictions; and

WHEREAS, the City Council deems that this First Amendment to Tornado Siren Intergovernmental Agreement (and associated exhibit appended to this Resolution) is necessary and proper to protect the general public health and welfare of its citizens, businesses, and guests.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

Section 1.

The First Amendment to Tornado Siren Intergovernmental Agreement shall be and hereby is authorized and approved in substantially the form and substance as the exhibit appended hereto and made a part hereof.

Section 2.

The Mayor of the City of Urbana, Illinois, shall be and is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said First Amendment to Tornado Siren Intergovernmental Agreement in substantially the form and substance as the exhibit appended hereto and made a part hereof.

AYES:

NAYS:

ABSTENTIONS:

PASSED BY THE CITY COUNCIL this ____ day of _____, _____.

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, _____.

Diane Wolfe Marlin, Mayor

FIRST AMENDMENT TO TORNADO SIREN INTERGOVERNMENTAL AGREEMENT

The Tornado Siren Intergovernmental Agreement (“Agreement”) was made and entered on September 19, 2019. This First Amendment to the Agreement (“First Amendment”) is made and entered into on the date it is first fully executed by the parties hereto, by and between the City of Champaign, Illinois, a municipal corporation, (hereinafter referred to as the “Champaign”); and the Metropolitan Computer-aided Dispatch Agency, an intergovernmental agency, (hereinafter referred to as “METCAD”); Champaign County, Illinois, a body corporate and politic, (hereinafter referred to as the “County”); and the City of Urbana, Illinois, a municipal corporation, (hereinafter referred to as “Urbana”); the Village of Savoy, Illinois, a municipal corporation, (hereinafter referred to as “Savoy”); the Board of Trustees of the University of Illinois, a body corporate and politic, (hereinafter referred to as “the University”); the Village of Pesotum, a municipal corporation (hereinafter referred to as “Pesotum”); and the Village of Sidney, a municipal corporation (hereinafter referred to as “Sidney”) collectively referred to as “the Parties” and each individually and generically, a “Party.”

Recitals

WHEREAS, the County is a unit of local county government, a body corporate and politic, within the State of Illinois; and

WHEREAS, Urbana and Champaign are municipal corporations, bodies politic, and home rule units of government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, Savoy, Pesotum, and Sidney are municipal corporations and bodies politic; and

WHEREAS, METCAD is an intergovernmental agency formed pursuant to the Intergovernmental Cooperation Act; and

WHEREAS, the University is a body corporate and politic of the State of Illinois; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois, 1970, and Section 9 of the Intergovernmental Cooperation Act (5 ILCS 220/1-9) provide authority for local governments to contract or otherwise associate among themselves to obtain and share services and exercise, combine or transfer any power or function in any manner not otherwise prohibited by law or ordinance; and

WHEREAS, pursuant to the Agreement, the County, Champaign, Urbana, Savoy, the University, and METCAD have upgraded their emergency siren system based on a polygon system and activation through a computer-based system that upgraded to digital operations 39 sirens located in Champaign, Urbana, Savoy and on property of the University; and

WHEREAS, pursuant to this First Amendment, Pesotum and Sidney desire to join in the upgraded emergency siren system contemplated under the Agreement; and

WHEREAS, the Parties are desirous of acquiring software and equipment that would allow for a digital automated warning system for the Champaign-Urbana-Savoy area in which alerts are originated by the National Weather Service.

NOW THEREFORE, in consideration of the mutual benefits accruing to the Parties, the Parties agree as follows:

Terms of Agreement

Section 1. Recitals. The recitals set forth above are incorporated by reference into these terms of agreement.

Section 2. The County's Responsibilities. The County agreed to maintain and update its contract with Federal Signal Safety and Security Systems, Inc. ("the Vendor") at its initial expense for system upgrades that included: software for the siren system; software for the dispatch/computers; subscription for polygon alerting; two digital encoders; programming of encoders; field service. The County further agreed to maintain and update its contract with the Vendor for ongoing yearly maintenance for the software and any system upgrade. The County agreed to pay such initial expenses and ongoing maintenance costs with the understanding that Champaign, Urbana, Savoy and the University would reimburse the County their pro rata shares as set forth in Exhibit A (attached).

Pursuant to this First Amendment, the County agrees to pay the initial expenses for siren repeater costs, ongoing maintenance for software and system upgrade and additional user fees with the understanding that Champaign, Urbana, Savoy, the University, Pesotum and Sidney will reimburse the County their pro rata shares as set forth in Exhibit B (attached).

In the event new members are added pursuant to Section 12 herein, the County will adjust the allocation of pro rata shares for siren repeater costs, ongoing maintenance for software and system upgrade and additional user fees.

Section 3. Champaign's Responsibilities. Champaign agrees to repay the County for its initial expense, any ongoing expense for the initial upgrade or user fee which is particular to it. In addition, Champaign will pay the ongoing yearly repeater costs and maintenance of software on a pro rata basis. The formula for repaying the County for repeater costs and maintenance and software shall be the total cost paid by the County to the Vendor for those items divided by the total number of sirens of the Parties multiplied by the number of sirens belonging to Champaign.

Champaign also agrees to house and keep in good condition the backup encoder at its Fire Station 1 or other suitable place as Champaign may, from time to time, designate.

Section 4. Urbana's Responsibilities. Urbana agrees to repay the County for its initial expense and any ongoing expense for the initial upgrade or user fee which is particular to it. In addition, Urbana will pay the ongoing yearly repeater costs and maintenance of software on a pro rata basis. The formula for repaying the County for repeater costs and maintenance and software shall be the total cost paid by the County to the Vendor for those items divided by the total number of sirens of the Parties multiplied by the number of sirens belonging to Urbana.

Section 5. Savoy's Responsibilities. Savoy agrees to repay the County for its initial expense and any ongoing expense for the initial upgrade or user fee which is particular to it. In addition, Savoy will pay the ongoing yearly repeater costs and maintenance of software on a pro rata basis. The formula for repaying the County for repeater costs and maintenance and software shall be the total cost paid by the County to the Vendor for those items divided by the total number of sirens of the Parties multiplied by the number of sirens belonging to Savoy.

Section 6. The University's Responsibilities. The University agrees to repay the County for its initial expense and any ongoing expense for the initial upgrade or user fee which is particular to it. In addition, the University will pay the ongoing yearly repeater costs and maintenance of software on a pro rata basis. The formula for repaying the County for repeater costs and maintenance and software shall be the total cost the County paid to the Vendor for those items divided by the total number of sirens of the Parties multiplied by the number of sirens belonging to the University.

Section 7. Pesotum's Responsibilities. Pesotum agrees to repay the County for its initial expense and any ongoing expense for the initial upgrade or user fee which is particular to it. In

addition, Pesotum will pay the ongoing yearly repeater costs and maintenance of software on a pro rata basis. The formula for repaying the County for repeater costs and maintenance and software shall be the total cost paid by the County to the Vendor for those items divided by the total number of sirens of the Parties multiplied by the number of sirens belonging to Pesotum.

Section 8. Sidney's Responsibilities. Sidney agrees to repay the County for its initial expense and any ongoing expense for the initial upgrade or user fee which is particular to it. In addition, Sidney will pay the ongoing yearly repeater costs and maintenance of software on a pro rata basis. The formula for repaying the County for repeater costs and maintenance and software shall be the total cost paid by the County to the Vendor for those items divided by the total number of sirens of the Parties multiplied by the number of sirens belonging to Sidney.

Section 9. METCAD'S Responsibilities. METCAD agrees to house the encoder and make it available 24 hours a day, seven days per week. In the event the sirens must be manually sounded, METCAD agrees to work with the Regional Emergency Coordination Group to maintain standard operating procedures for sounding an alert.

Section 10. Other Expenses. In the event that the Parties agree on other expenses for upgrade or maintenance of siren software, Champaign, Urbana, Savoy, the University, Pesotum and Sidney agree to pay them in the same proportion as the ongoing maintenance expenses provided for in Sections 3, 4, 5, 6, 7 and 8 of this Agreement.

Section 11. Indemnification. Champaign, Urbana, Savoy, the University, Pesotum and Sidney shall be solely responsible for the cost and maintenance of the software and hardware for the above-described alert system upgrade. They are each responsible for upgrading the sirens in their control and shall remain obligated to the County for the cost of software or system-wide expenses as provided in this Agreement, whether or not they are able to take full advantage of

them. Champaign, Urbana, Savoy, the University, Pesotum and Sidney agree to indemnify, hold harmless and defend the County in the event of any contract dispute with the Vendor.

To the fullest extent permitted by law, each Party (an "Indemnifying Party") shall, at its sole expense, indemnify and defend each other Party from and against all claims for damage to property or injury to persons, including death, to the extent proximately caused by the act or omission of the Indemnifying Party and arising out of or relating directly or indirectly to this Agreement.

Section 12. Adding New Members. The Parties anticipate from time to time new members from within Champaign County will wish to be added on the same terms as Champaign, Urbana, Savoy, the University, Pesotum and Sidney. The County is authorized to amend this First Amendment unilaterally to add new members on the same terms and to update the cost allocations, so long as: (1) the other Parties are provided with 60 days' notice of the new Parties and the revised allocations as an updated attachment to the First Amendment; (2) no Party provides a notice of objection to the County within 60 days of receiving notice from the County; and (3) subsequent amendments to the First Amendment containing the same basic terms and conditions are signed by the new members and the County.

Section 13. Notices. Any and all notices, demands or communications required to be given hereunder shall be in writing and sent by certified mail, return receipt requested (or at such other place as the respective Party may designate):

- a. To METCAD as follows: Director, METCAD, 1905 East Main Street, Urbana, IL 61802
- b. To Champaign as follows: City Manager, 102 N. Neil Street, Champaign, IL 61820
- c. To the County as follows: County Executive, 1776 E. Washington, Urbana, IL 61802
- d. To Urbana as follows: Mayor, City of Urbana, 400 S. Vine Street, Urbana, IL 61801

e. To the University as follows: University of Illinois, Senior Associate Chancellor for Administration & Operations, Swanlund Administration Building, 601 W. John St., Champaign, IL 61820

f. To Savoy as follows: Village Administrator, 611 N. Dunlap, Savoy, IL 61874

g. To Pesotum as follows: Village President, 103 E. Lincoln Street, P.O. Box 200, Pesotum, IL 61863-0200

h. To Sidney as follows: _____

Section 14. Signatures. This First Amendment and subsequent amendments may be executed in counterparts, each of which shall be deemed an original. Facsimile, pdf, or other electronic signature (e.g. DocuSign) shall be deemed to have the same legal effect as an original ink signature.

IN WITNESS WHEREOF, the Parties, pursuant to authority given by their respective governing bodies, have caused these presents to be executed by their duly authorized signatories, duly attested as required, on the dates set forth below.

[REMAINDER LEFT INTENTIONALLY BLANK]

COUNTY OF CHAMPAIGN, ILLINOIS

By: _____ Date of Signature: _____
County Executive

ATTEST: _____
County Clerk

Approved as to form: _____
Assistant State's Attorney

CITY OF CHAMPAIGN, ILLINOIS

By: _____ Date of Signature: _____
City Manager

ATTEST: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

CITY OF URBANA, ILLINOIS

By: _____ Date of Signature: _____
Mayor

ATTEST: _____
City Clerk

Approved as to form: _____
City Attorney

VILLAGE OF SAVOY, ILLINOIS

By: _____ Date of Signature: _____
Village President

ATTEST: _____
Village Clerk

Approved as to form: _____
Village Attorney

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: _____ Date of Signature: _____

Approved as to form: _____
University Counsel

METCAD

By: _____ Date of Signature: _____
Director of METCAD

ATTEST: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

VILLAGE OF PESOTUM, ILLINOIS

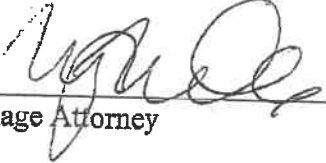
By: Jayce Lee Raja Date of Signature: May 5 2021
Village President

Approved as to Form: Elizabeth B. Megli
Village Attorney

ATTEST: Christine Conner
Village Clerk

VILLAGE OF SIDNEY, ILLINOIS

By:  Date of Signature 4/5/2021
Village President

Approved as to Form: 
Village Attorney

ATTEST Margaret B. Fish
Village Clerk

Exhibit A - Champaign, Urbana, University of Illinois, Savoy Siren Group Upgrade

On August 13-14, 2018, Braniff Communications did an onsite assessment of all the sirens in Champaign, Urbana, University of Illinois, and Savoy. This was to determine what upgrades would be needed if our area wanted to go to a polygon system (more targeted area) and activation through a computer-based system.

A total of 39 sirens were inspected for the status of the sirens and their potential capability for digital communications. Automatic polygon alerting cannot be done without upgrading the sirens to digital operations. At a minimum software must be installed/updated on all sirens, certain sirens need motherboards to be upgraded (board upgrade includes more acknowledgement of activation), new encoders must be installed along with system software upgrades and a subscription service to do polygon alerting and remote alerting by app/phone. Note; software upgrade, not the subscription, includes the ability for dispatcher and EMA to activate sirens via an icon on designated computers.

Initial invoices will be sent by Champaign County to participating partners upon contracting with vendor, to be paid by December 15, 2019. In succeeding years, annual invoices will be sent by Champaign County to participating partners in June, to be paid by August 30.

Below is a breakdown of the costs and financial impact to each agency if a full upgrade of the system were to take place.

System upgrades

Software for the siren system	\$6,702
Software for dispatch/computers	\$3,292
Subscription for polygon alerting	\$3,750
Digital encoders (2) MECAD & back-up	\$5,502
Programming of encoders (2)	\$2,040
Field service	\$1,400
Subtotal	\$22,686

Breakdown by percentages (number of sirens) for system upgrades

Champaign	\$8,725 (15 sirens)
Urbana	\$8,144 (14 sirens)
University of Illinois	\$4,072 (7 sirens)
Savoy	\$1,745 (3 sirens)
Subtotal	\$22,686

Ongoing yearly maintenance of Software for system upgrade **\$3,750**

Breakdown by percentages (number of sirens) for on-going maintenance

Champaign	\$1,442 (15 sirens)
Urbana	\$1,346 (14 sirens)
University of Illinois	\$673 (7 sirens)
Savoy	\$289 (3 sirens)

Required computers are not included and to be customer-supplied.

Sales Taxes, if applicable, are not included and will be additional.

Permits, bonds, licenses and fees, if applicable and required, are not included and will be additional.

Summary:

Upgrades to the system would allow for better siren monitoring, siren maintenance reports/issue alerting, and alerting history. It would be consistent with the way the NWS does the cellphone alerts by polygon and it would give jurisdictions more flexibility with activations. All jurisdictions would need to participate since the siren system is integrated.

EXHIBIT B

Jurisdiction	Number of Sirens	Repeater costs (per number of sirens)	Maintenance/software fee (Feb 21-Jan 22) per number of sirens	Additional user fee	Jurisdictional Totals
City of Champaign	15	\$2,476.74	\$1,220.93		\$3,697.67
City of Urbana	14	\$2,311.63	\$1,139.53		\$3,451.16
U of IL	7	\$1,155.81	\$569.77		\$1,725.58
Village of Savoy	3	\$495.35	\$244.19		\$739.54
Village of Sidney	3	\$495.35	\$244.19	\$200.00	\$939.54
Village of Pesotum	1	\$165.12	\$81.40	\$100.00	\$346.52
Total	43	\$7,100.00	\$3,500.00	\$300.00	\$10,900.00
Repeater total cost		\$7,100			
Annual maintenance software/fees		\$3,800			
total costs		\$10,900			