

RESOLUTION NO. 8889-R21

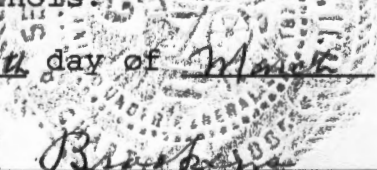
A RESOLUTION  
APPROVING AND AUTHORIZING THE EXECUTION  
OF AN INTERGOVERNMENTAL AGREEMENT  
CREATING CHAMPAIGN COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

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

Section 1. That an Intergovernmental Agreement  
Creating Champaign County Emergency Telephone System Board by and  
among the City of Urbana, Illinois, the City of Champaign,  
Illinois, the Village of Rantoul, Illinois and the County of  
Champaign, Illinois, in the form of the copy of said  
Intergovernmental Agreement attached hereto and hereby  
incorporated by reference, 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 and the City Clerk of the City of Urbana, Illinois, be  
and the same is hereby authorized to attest to said execution of  
said Intergovernmental Agreement as so authorized and approved  
for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this 20<sup>th</sup> day of March,  
1989.

  
Ruth S. Brookens  
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 27<sup>th</sup> day of March,  
1989.

Jeffrey T. Markland  
Jeffrey T. Markland, Mayor

**INTERGOVERNMENTAL AGREEMENT CREATING  
CHAMPAIGN COUNTY EMERGENCY TELEPHONE SYSTEM BOARD**

WHEREAS, the City of Champaign, the City of Urbana, the Village of Rantoul, and the County of Champaign did place the question of funding a 9-1-1 Emergency Telephone System before the voters of Champaign County on November 8, 1988, pursuant to the provisions of Chapter 127 of the Illinois Revised Statutes, Section 45.3; and

WHEREAS, the results of the vote on said referendum was 40,530 "Yes" votes and 15,183 "No" votes, thereby resulting in the authorization to create such a funding mechanism; and

WHEREAS, Section 10 of Article 7 of the 1970 Illinois Constitution and Chapter 127, Section 741 through 748 of the Illinois Revised Statutes, provides authority for intergovernmental cooperation; and

WHEREAS, Chapter 134, Section 31 through 46 of the Illinois Revised Statutes, specifies the requirements for 9-1-1 systems, including the mandatory creation of an emergency telephone system board; and

WHEREAS, it is in the mutual best interest of all parties to include the University of Illinois as a party to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Intergovernmental Agreement, the City of Champaign, the City of Urbana, the County of Champaign, the Village of Rantoul, and the Board of Trustees of the University of Illinois agree as follows:

1. **Definitions.**

(a) "Parties" means the parties to this Agreement which are the City of Champaign (hereinafter referred to as "Champaign"), the City of Urbana (hereinafter referred to as "Urbana"), the County of Champaign (hereinafter referred to as "County"), the Village of Rantoul (hereinafter referred to as "Rantoul"), and the Board of Trustees of the University of Illinois (hereinafter referred to as "University").

(b) "Champaign County Emergency Telephone System Board" means a joint Emergency Telephone System Board as defined by Chapter 134, Section 45.4 of the Illinois Revised Statutes (hereinafter referred to as "Board").

(c) "METCAD" means Metropolitan Computer-Aided Dispatch, a common computer-aided public safety dispatch system established by and operated pursuant to agreement for the benefit of the City of Champaign, the City of Urbana, the County of Champaign and the University of Illinois.

(d) "Emergency Telephone System Fund" means a fund establishing specifically for the purpose of providing and maintaining an emergency telephone system as defined under Chapter 134 of the Illinois Revised Statutes (hereinafter referred to as the "Fund").

(e) "Network Connection" shall be defined as that term is defined in State law for purposes of a 9-1-1 system.

2. **Creation of Board.**

There is hereby created a Joint Emergency Telephone System Board to serve all of Champaign County, Illinois, and which shall be named the "Champaign County Emergency Telephone System Board" pursuant to the

provision of Chapter 134 of the Illinois Revised Statutes, Section 45.3 to 45.6 of the Illinois Revised Statutes.

3. **Membership of Board and Appointments.**

The members of the Board shall be the members of the METCAD Interagency Administrative Committee (also known as the "Policy Board") and the Mayor and Police Chief of Rantoul. Rantoul may change the designation of its two representatives by appropriate action of its governing body and by notifying the Board of such changes. Any change in the membership of the METCAD Interagency Administrative Committee shall also be considered a change in membership on this Board.

4. **Powers and Duties of the Board.**

The Board shall determine the general policies of the Champaign County Emergency Telephone System and more specifically shall:

(a) Cooperate with the METCAD Board and Village of Rantoul in planning, establishing and funding a dual 9-1-1 Emergency Telephone System, one to serve all of Champaign County, Illinois, except Rantoul, Illinois, and one to serve the Village of Rantoul, Illinois, and to pay the cost associated therewith, subject to the provisions of this Intergovernmental Agreement.

(b) Coordinate and supervise the implementation, upgrading, and/or maintenance of the 9-1-1 systems, including the establishing of equipment specifications and coding.

(c) Levy a surcharge rate structure of not more than 75 cents or such other amount as is allowed by State law per network connection on telecommunicator carriers in Champaign County, which will be added to the

monthly bill that the carriers render for telephone or telecommunication charges to their subscribers in Champaign County, Illinois.

(d) Exclude from collection of the surcharge certain groups of network connections for which 9-1-1 service will not be provided due to technical difficulties.

(e) Borrow monies to be repaid solely from the revenues received from the surcharge to be imposed upon telecommunication carriers. Monies so borrowed shall not become the debt of any of the parties to this agreement. This shall not prevent the governing board of any of the parties to this agreement from entering into a separate debt obligation agreement concerning the 9-1-1 system which does not obligate the other parties to this agreement.

(f) Elect or appoint officers and agents, and define their duties and fix their compensation, except that no Board member shall be paid any compensation for serving on the Board but may be reimbursed for their actual and necessary expenses.

(g) Enter into contracts, employ auditors, and obtain insurance.

(h) Adopt rules, regulations and by-laws not inconsistent with the provisions of the Intergovernmental Agreement.

(i) Sue and be sued.

(j) Notify all telecommunications carriers subject to the surcharge of the rate structure that is set by the Board and of any changes in that rate that is made in the future.

(k) Exercise any powers granted to an Emergency Telephone System Board by Illinois Revised Statutes, Chapter 127 of the Illinois Revised Statutes.

5. Exemptions.

Immediately upon the approval of this agreement and again in January of each year hereafter, Champaign, Urbana, Rantoul and the County shall submit to the presiding officer of the Board a written list of those network connections assigned to their respective municipalities or the County that they desire to be exempted from the imposition of the surcharge that is imposed by the Board. The Board will then forward such a list to the telecommunications carriers subject to the surcharge that the Board will impose.

6. Distribution of Revenue.

All revenues received by the Champaign County Emergency Telephone System Board shall be deposited in the Emergency Telephone System Fund. The surcharge revenues collected from 892 and 893 telephone exchanges plus revenue from any telephone exchanges which should, in the future, be established within the corporate limits of the Village of Rantoul, shall be promptly distributed to the Village of Rantoul in accordance with the annual operating budget subject to the deductions provided for herein. The surcharge revenues collected from all other telephone exchanges within the County shall be promptly distributed to METCAD in accordance with the annual operating budget, subject to the deductions provided for herein. Surcharge revenues distributed to METCAD and Rantoul and interest accrued thereon shall be maintained in accounts separate from all other funds maintained by said entities. Disbursements from said accounts may be made only in accordance with the approved annual operating budget of the Joint Emergency Telephone System Board.

Should either Rantoul or METCAD cease providing 9-1-1 service to any exchange they would receive revenues from under this Agreement, then surcharge revenues generated by such exchange will not be distributed to the respective entity which would otherwise have received said revenues.

An annual audit of the revenues received by the Joint Emergency Telephone System Board, METCAD and Rantoul pursuant to this Agreement and the interest accrued on said revenues and disbursement from said revenues and interest shall be performed at the direction of the Joint Emergency Telephone System Board.

METCAD and Rantoul shall be charged a pro-rated share of the annual audit, accounting and administrative costs of the Joint Emergency Telephone System Board, based upon the share of the total revenue received from the Joint Emergency Telephone System Board by each entity pursuant to this Agreement.

As such costs are incurred, they shall be deducted from the revenues which would otherwise be distributed to the respective entity.

**7. Restrictions and Expenditures.**

All expenditures made by the Board or by METCAD or Rantoul from the revenue distribution of the Board shall be made only to pay for costs associated with the following:

(a) The design of the dual Emergency Telephone System in Champaign County, Illinois.

(b) The coding of an initial Master Street Address Guide data base, and update and maintenance thereof;

(c) The repayment of any monies advanced for the implementation of the system.

(d) The charges for Automatic Number Identification and Automatic Location Identification equipment, and maintenance, replacement and update thereof.

(e) The non-recurring charges related to installation of the Emergency Telephone System and the ongoing network charges.

(f) Other products and services necessary for the implementation, upgrade and maintenance of the system. However, such costs shall not include personnel or facilities nor shall such costs include equipment which is not directly associated with the 9-1-1 Emergency Telephone System.

**8. Policy and Budget Approval.**

All actions of the Board shall be approved by majority vote of the parties except that 2/3 of the parties must approve the establishment or amendment of the surcharge rate structure.

The Board shall prepare an Annual Operating Budget for each fiscal year which shall require the majority approval of the parties to the Board. This budget shall provide that all surcharge revenues collected from 892 and 893 telephone exchanges plus revenue from any telephone exchanges which should, in the future, be established within the corporate limits of the Village of Rantoul, must be paid to the Village of Rantoul for its 9-1-1 system, less Rantoul's pro-rata share of expenses as specified in this Agreement and all other surcharge revenue collected from all other telephone exchanges within the County shall be paid to METCAD for its 9-1-1 system,



less its pro-rata share of expenses as specified herein. This proposed budget shall be presented at a regular meeting either in the month of May or June of each year for approval.

In the event that the Board fails to approve the Annual Budget as herein provided before August 1 of each year, then in that event the previous year's annual budget, as amended, shall automatically be renewed and become the annual operating budget for the then current fiscal year, subject to any future budget amendment which may be approved by a majority of the parties to the Board.

The Board shall have the power at its organizational meeting to approve the initial budget for the first fiscal year ending June 30, 1989 by a majority vote of the Board.

9. Treasurer.

For purposes of this Agreement, Champaign will act as Treasurer for the Joint Emergency Telephone System Board. It shall be responsible for maintaining the Joint Emergency Telephone System Fund and distributions from that fund in accordance with this Agreement and the Board's annual operating budget. It shall maintain records regarding said Fund in accordance with standard accounting procedures. These records shall be available at Champaign's principal offices for inspection by duly authorized agent or agents or employees of any party to this Agreement during its regular business hours. Champaign shall be allowed reasonable compensation for its costs with respect to administering said Fund, including the provision of accounting, financial and auditing services, and shall invoice the Board for such expenses quarterly.

10. **Meeting.**

The Champaign County Emergency Telephone Board (Board) created by this Agreement shall meet on a regular basis in the Urbana Municipal Building, 400 South Vine Street, or at such time and place as the Board may designate by Resolution. One member from each party must be present in person, or by proxy, to constitute a quorum.

11. **Fiscal Year.**

The Fiscal Year of the Board shall begin on July 1 and end on June 30 of each following year.

12. **Acknowledgement of Rights.**

Adoption of annual system budget notwithstanding, parties to the Agreement recognize the right of those agencies collectively participating in METCAD and the Village of Rantoul to maintain separate dispatching facilities as part of this Agreement, and acknowledge the right of METCAD and Rantoul to determine what equipment best suits the need of their particular dispatching functions.

13. **Amendment.**

Once approved, this Agreement may be amended at any time hereafter by the unanimous action of the governing bodies of the five parties to this Intergovernmental Agreement.

14. **Effective Date.**

This Agreement shall be effective upon its approval by the governing bodies of all the parties to this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 1989.

2/24/89

APPROVED BY THE CITY OF CHAMPAIGN  
February \_\_\_\_\_, 1989

APPROVED BY THE VILLAGE OF RANTOUL  
February \_\_\_\_\_, 1989

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Mayor, Village of Rantoul

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

APPROVED BY THE CITY OF URBANA  
February \_\_\_\_\_, 1989

APPROVED AS TO FORM:

\_\_\_\_\_  
Mayor, City of Urbana

\_\_\_\_\_  
City Attorney

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

APPROVED BY THE UNIVERSITY OF  
ILLINOIS BOARD OF TRUSTEES  
February \_\_\_\_\_, 1989

APPROVED BY CHAMPAIGN COUNTY  
February \_\_\_\_\_, 1989

\_\_\_\_\_  
Comptroller, Board of Trustees

\_\_\_\_\_  
Chairman, Champaign County, Illinois

\_\_\_\_\_  
Secretary

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

APPROVED: \_\_\_\_\_  
Chancellor