



DATE: Monday, December 05, 2022
TIME: 7:00 PM
PLACE: 400 South Vine Street, Urbana, IL 61801

AGENDA

Chair: Jaya Kolisetty, Ward 4

A. Call to Order and Roll Call

B. Approval of Minutes of Previous Meeting

1. 11-14-2022 Special Meeting Minutes
2. 11-21-2022 Minutes

C. Additions to the Agenda

D. Presentations and Public Input

E. Staff Report

1. Youth Services Grant Update - CD
2. UPTV Issues and Coming Upgrades - IT

F. New Business

1. **Ordinance No. 2022-12-049:** An Ordinance to approve an amended IGA for the Champaign County GIS Consortium - adding a new member: Village of St. Joseph - PW

G. Council Input and Communications

H. Adjournment

PUBLIC INPUT

The City of Urbana welcomes Public Input during open meetings of the City Council, the City Council's Committee of the Whole, City Boards and Commissions, and other City-sponsored meetings. Our goal is to foster respect for the meeting process, and respect for all people participating as members of the public body, city staff, and the general public. The City is required to conduct all business during public meetings. The presiding officer is responsible for conducting those meetings in an orderly and efficient manner. Public Input will be taken in the following ways:

Email Input

Public comments must be received prior to the closing of the meeting record (at the time of adjournment unless otherwise noted) at the following: citycouncil@urbanaininois.us. The subject line of the email must include the words "PUBLIC INPUT" and the meeting date. Your email will be sent to all City Council members, the Mayor, City Administrator, and City Clerk. Emailed public comments labeled as such will be incorporated into the public meeting record, with personal identifying information redacted. Copies of emails will be posted after the meeting minutes have been approved.

Written Input

Any member of the public may submit their comments addressed to the members of the public body in writing. If a person wishes their written comments to be included in the record of Public Input for the meeting, the writing should so state. Written comments must be received prior to the closing of the meeting record (at the time of adjournment unless otherwise noted).

Verbal Input

Protocol for Public Input is one of respect for the process of addressing the business of the City. Obscene or profane language, or other conduct that threatens to impede the orderly progress of the business conducted at the meeting is unacceptable.

Public comment shall be limited to no more than five (5) minutes per person. The Public Input portion of the meeting shall total no more than two (2) hours, unless otherwise shortened or extended by majority vote of the public body members present. The presiding officer or the city clerk or their designee, shall monitor each speaker's use of time and shall notify the speaker when the allotted time has expired. A person may participate and provide Public Input once during a meeting and may not cede time to another person, or split their time if Public Input is held at two (2) or more different times during a meeting. The presiding officer may give priority to those persons who indicate they wish to speak on an agenda item upon which a vote will be taken.

The presiding officer or public body members shall not enter into a dialogue with citizens. Questions from the public body members shall be for clarification purposes only. Public Input shall not be used as a time for problem solving or reacting to comments made but, rather, for hearing citizens for informational purposes only.

In order to maintain the efficient and orderly conduct and progress of the public meeting, the presiding officer of the meeting shall have the authority to raise a point of order and provide a verbal warning to a speaker who engages in the conduct or behavior proscribed under "Verbal Input". Any member of the public body participating in the meeting may also raise a point of order with the presiding officer and request that they provide a verbal warning to a speaker. If the speaker refuses to cease such conduct or behavior after being warned by the presiding officer, the presiding officer shall have the authority to mute the speaker's microphone and/or video presence at the meeting. The presiding officer will inform the speaker that they may send the remainder of their remarks via e-mail to the public body for inclusion in the

meeting record.

Accommodation

If an accommodation is needed to participate in a City meeting, please contact the City Clerk's Office at least 48 hours in advance so that special arrangements can be made using one of the following methods:

- Phone: 217.384.2366
- Email: CityClerk@urbanillinois.us

**EXECUTIVE DEPARTMENT**

Information Technology Division

Memorandum

To: City Council
CC: Phyllis Clark, Carol Mitten, Bourema Ouedraogo
From: Sanford Hess
Regarding: UPTV Issues and Coming Upgrades
Date: November 28, 2022

In August I presented information on the UPTV issues we experienced moving back to in-person meetings in April, and the steps we took over the summer to initiate an equipment replacement.

This is another update to discuss Phase I of the install in September, recent issues with the web stream of UPTV, and the upcoming work that will be the second (and final) phase of the upgrades.

Phase I work

In late September, our contractor (Key Code Media) upgraded video equipment, including replacing the Tricaster and installing a new streaming device. They also documented the equipment in use with a network diagram.

While not significantly changing how the broadcast looks on TV, the new equipment does allow us to stream on the Internet in high-definition (HD). The new equipment is also easier for UPTV staff to manage.

Web Stream Issues

Until October 24, the City continued to stream on the web using the same method as before as September upgrades. The streaming service used by UPTV was "Livestream." That service was purchased by Vimeo sometime in the past few years, and rebranded as "Vimeo Livestream."

Conversations with Vimeo during October informed us that the "Vimeo Livestream" solution is being phased out in favor of the company's Vimeo service. So, we switched to the main Vimeo service and set up our streaming using the new methods, with the first broadcast intended for October 24.

Unfortunately, we had an issue on October 24 where the stream timed out. This is because our current stream with Vimeo is capped at 12 hours per day. We have had discussions with Vimeo about extending that, but it seems that the difference in pricing will be from \$660 per year to more than \$10,000. We are exploring other options instead of this significant increase.

On October 24 the stream time-out caught us by surprise. Since then, we have scheduled web streams to run from Noon to Midnight each day.

On November 14, the stream failed in the middle of a broadcast (around 6:40, during the Township meeting) and did not run from that point forward for the rest of the night, including during the 7

PM City meeting. Because the IT Director had removed the old equipment, we had no fallback option like we did on October 24. (Removing the old equipment was intentional – a “burn the boats” decision that forced us to push ahead.)

Analysis on the stream followed the 11/14 meeting, but there was no clear answer. The best clue we had was that the video feed into the streaming device stopped, but there was no obvious reason as to why this happened. Working with our vendor, we made some small adjustments – such as changing the bitrate of the stream. We also installed a remote control tool for us to access the hardware, because one of the problems on November 14th was that we could not access the hardware device without disrupting our active broadcast of the meeting on UPTV.

As of this writing, the stream seems to be following its 12-hour schedule, but more issues could occur.

Phase II work

Equipment shipping backlogs caused us to split the work into two phases, and supply chain woes continue to plague the work. We were notified in November that the audio equipment shipping date was now April 2023 – and so we modified our order (at an additional cost of \$2,436) to use different equipment.

As of this writing, we do not yet have an installation date for the audio equipment. As discussed previously, the audio equipment will replace our current analog mixers with digital ones. This will give us more control over the mix and also allow for a greater number of inputs. (We’re maxed out on our inputs currently.) It should also improve audio clarity for members on the phone.

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

Revised 2022

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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, the Village of Mahomet, and the Village of St Joseph, 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, the Village of Mahomet, and the Village of St Joseph 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; the Village of Mahomet; and the Village of St Joseph, 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).

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 date of membership 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 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 the Consortium by a unanimous vote of the Policy Committee. New members shall pay an initial buy-in fee of 3 times the first year's membership fee payable as a one-time upfront payment or in annual installments within the first 5-years of membership. The new member is obligated to pay the full buy-in fee even if the new member terminates membership prior to the end of the 5-years.

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 ST JOSEPH

By: _____
Village President

Date: _____

ATTEST: _____
Village Clerk

APPROVED AS TO FORM:

Village Attorney

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.

***EXECUTIVE DEPARTMENT***

Information Technology Division

Memorandum

To: Mayor Marlin and Council Members
CC: Carol Mitten, Phyllis Clark
From: Sanford Hess
Regarding: Ordinance Amending an Inter-Governmental Agreement with the Champaign
County Geographic Information System Consortium (CCGIS)
Date: November 28, 2022

This Ordinance will signify Urbana's approval for the Village of St. Joseph to join the CCGISC as a member. The IGA describes the purposes of the CCGISC, the member responsibilities, and the funding contributions.

Because the funding of the CCGISC is divided by population among its members, adding more members helps share the costs more widely. (Please note that the final page of the IGA reflects only 2003 and 2004.) The memo from the CCGISC shows the buy-in amount that the Village will contribute initially, and then their yearly amounts will be computed following the normal methods.

Following existing practices, all parties to the IGA must approve each modification – that is the reason for this ordinance.

ORDINANCE NO. 2022-##-###**AN ORDINANCE AMENDING THE INTERGOVERNMENTAL AGREEMENT FOR THE CREATION OF THE CHAMPAIGN COUNTY GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM**

WHEREAS, the City of Urbana, Illinois (hereinafter, “Urbana”); the City of Champaign, Illinois; the County of Champaign, Illinois; the Board of Trustees of the University of Illinois; the Village of Rantoul, Illinois; the Village of Savoy, Illinois; the Village of St Joseph, Illinois; and the Village of Mahomet, Illinois are municipal corporations, home rule units of local government which possess the power and authority pursuant to Section VII, § 10(a) of the Illinois Constitution of 1970 (Ill. Const. Art. VII, § 10(a)) and the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) to enter into intergovernmental cooperation agreements; and

WHEREAS, on September 3, 2002, the City Council adopted Ordinance No. 2002-08-094 that approved and provided for the execution of an Intergovernmental Agreement Providing for the Creation of the Champaign County Geographic Information System Consortium (hereinafter, the “IGA”) 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; and

WHEREAS, the aforesaid municipalities and The Board of Trustees of the University of Illinois now seek to amend the aforesaid IGA to include the Village of St Joseph, a copy of which is appended hereto.

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

Section 1. That an Amended Intergovernmental Agreement Providing for the Creation of the Champaign County Geographic Information System Consortium in substantially the form of the copy of said IGA 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 authorized to attest to said execution of said IGA as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2022.

AYES:

NAYS:

ABSTAINED:

Phyllis Clark, City Clerk

APPROVED BY THE MAYOR this _____ day of _____, 2022.

Diane Wolfe Marlin, Mayor

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

Revised 2022

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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, the Village of Mahomet, and the Village of St Joseph, 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, the Village of Mahomet, and the Village of St Joseph 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; the Village of Mahomet; and the Village of St Joseph, 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).

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 date of membership 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 the Consortium by a unanimous vote of the Policy Committee. New members shall pay an initial buy-in fee of 3 times the first year's membership fee payable as a one-time upfront payment or in annual installments within the first 5-years of membership. The new member is obligated to pay the full buy-in fee even if the new member terminates membership prior to the end of the 5-years.

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

UNDER REVIEW

CITY OF URBANA

By: _____

Mayor

Date: _____

ATTEST: _____

City Clerk

APPROVED AS TO FORM:

City Attorney

UNDER REVIEW

COUNTY OF CHAMPAIGN

By: _____
Chair

Date: _____

ATTEST: _____
County Clerk

APPROVED AS TO FORM:

State's Attorney

UNDER REVIEW

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

By: _____
Comptroller

Chancellor

Executive Director, Facilities and Services

APPROVED AS TO FORM:

Campus Legal Counsel

UNDER REVIEW

VILLAGE OF ST JOSEPH

By: _____
Village President

Date: _____

ATTEST: _____
Village Clerk

APPROVED AS TO FORM:

Village Attorney

UNDER REVIEW

VILLAGE OF MAHOMET

By: _____
Village President

Date: _____

ATTEST: _____
Village Clerk

APPROVED AS TO FORM:

Village Attorney

UNDER REVIEW

VILLAGE OF RANTOUL

By: _____
Village President

Date: _____

ATTEST: _____
Village Clerk

APPROVED AS TO FORM:

Village Attorney

UNDER REVIEW

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	Fiscal Year 2003 7/1/02 - 6/30/03					Fiscal Year 2004 7/1/03 - 6/30/04			
	Population 2000 Census	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.





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

Item F1.

To: CCGISC Policy Committee
From: Leanne Brehob-Riley, GIS Director
Date: October 21, 2022
Re: CCGISC Membership for the Village of St Joseph

The Village of St Joseph has requested to become a member agency of the Champaign County GIS Consortium. Per Section 19 of the IGA, upon acceptance of membership by a **unanimous** vote of the CCGISC Policy Committee meeting, new members shall pay an initial buy-in fee of 3 times the first year's membership fee payable as a one-time upfront payment or in annual installments within the first 5-years of membership. New members are obligated to pay the full buy-in fee even if the new member terminates membership prior to the end of the 5-years.

The membership fee is determined by the CCGISC Municipal Funding Formula as approved with the annual budget. Please note, the base rate base rate for the *initial* municipal member with a population less than 5,000 was determined to be \$3,000 by the CCGISC Policy Committee at the January 18, 2019 meeting. Annually approved percent membership increases/decreases shall be applied to the base and per capita rates of all municipal members, regardless of population.

CCGISC MUNICIPAL MEMBER FUNDING FORMULA

The funding formula for the CCGISC municipal members is as follows:

$$\text{Base Rate} + (\text{Population} * \text{Per Capita Rate}) = \text{Membership Assessment}$$

Using this formula and the guidance provided in Section 19 of the IGA, the initial buy-in fee for the Village of St Joseph is \$17,572.50. Distributing this cost over 5 years results in a first-year total of \$9,372. Details are provided in the table below.

Village of St. Joesph				
2020 Population		Annual Membership*		
	<u>Base Fee</u> (Population < 5000)	<u>Per Capita Rate</u>	<u>Per Capita Amount</u>	<u>Annual Membership Total</u>
3,810	\$3,000	\$0.75	\$2,857.50	\$5,857.50
		Initial Buy-In Costs**		
<u>Annual Membership Total</u>		<u>Buy-In Period</u> (years)	<u>Buy-In Cost Total</u>	
\$5,857.50		3	\$17,572.50	
First Year Total***				
Annual Membership Total+ (Buy-In Cost Total / 5 year pay back period)				\$9,372.00

* Municipal Membership is calculated using a base and per capita rate. \$3,000 is the base fee for municipalities with a population < 5,000. The per capita rate is the same for all municipal member agencies. Membership fees are subject to annual percent increases as approved by the CCGISC Policy Committee. Population determined from decennial census or per a certified special census.

** The buy-in fee considers the initial capital/data development cost incurred by the Consortium. It is calculated as three times the cost of the initial membership year. The fee can be paid upfront or over the first 5 years of membership.

***Assumes buy-in costs paid over 5 years.

REVISIONS - CCGISC INTERGOVERNMENTAL AGREEMENT (IGA)

A unanimous vote to extend membership to the Village of St Joseph requires approval of the following revisions to IGA – *revisions indicated in red.*

Page 1, Paragraph 1:

*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, **and the Village of St Joseph**, all with offices in Champaign County, Illinois, and collectively referred to as "Parties".*

Page1, Paragraph 3:

*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, **the Village of Mahomet**, and the Village of ~~Mahomet~~**St Joseph** to develop and operate a coordinated countywide geographic information system; and,*

Section 1, Item 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; **the Village of Mahomet**, and the Village of ~~Mahomet~~**St Joseph**, Illinois; and such other members who become signatories to the Agreement.*

Additional Signature Page:

VILLAGE OF ST JOSEPH

By:

Village President

Date:

ATTEST:

Village Clerk

APPROVED AS TO FORM:

Village Attorney

Subsequent to this memo, the IGA with proposed revisions is provided for your reference. The IGA revisions were reviewed by Champaign County State's Attorney's Office.

RECOMMENDATION

CCGIS staff has the capacity to support an additional member agency. The additional revenue will help to offset future membership increases necessary to support anticipated expenditure increases related to personnel costs (COLA and health insurance) and building rental fees resulting from the pending move from the Brookens Administrative Center to the County Plaza in 2024. In addition, granting membership to St Joseph will extend county-wide coordination and cooperation per the Consortium mission. As such, I recommend the CCGISC Policy Committee vote to unanimously approve CCGISC membership for the Village of St Joseph and the IGA revisions as presented.