

Meeting Announcement

GIS Policy Committee

Friday, April 19, 2013 at 11:00am

Lyle Shields Meeting Room

1776 E. Washington Street, Urbana, IL

Committee Members:

Pam Voitik – Chair Pete Passarelli Levi Kopmann
Bill DeJarnette – Vice Chair Deb Busey
Mark Toalson Mell Smigielski

AGENDA

- I. Call to Order
- II. Roll Call Sign-in Sheet
- III. Approval of Agenda
- IV. Approval of Minutes
 - A. January 18, 2013 Regular Meeting
- V. Financial Statements
 - A. FY2013 12/1/12 through 3/31/13
- VI. New Business
 - A. Approval of 2013 Revised Meeting Schedule
 - B. Approval of Amendments to CCGISC Intergovernmental Agreement
 - C. Approval of Base Station Agreement
 - D. Approval of GPS Base Station Intergovernmental Agreement
 - E. Proxy Discussion for Policy Committee and Technical Committee Designees
- VII. Old Business
 - A. GIS Director's Report
- VIII. Adjournment



GIS Policy Committee

4 5

6

7

8

9

10

MINUTES – SUBJECT TO REVIEW AND APPROVAL

Friday, January 18, 2013

TIME: 11:00 am

PLACE: Lyle Shields Meeting Room

Brookens Administrative Center

1776 E. Washington St.

Urbana, Illinois

11 12

Consortium Member Agencies	Present	Absent
Champaign	Mark Toalson (proxy)	Steve Carter
Urbana	Bill DeJarnette (Vice-Chair)	
Rantoul		Pete Passarelli
Champaign County	Deb Busey	
UIUC	Renee Nagy (proxy)	Helen Coleman (Chair)
Mahomet	Mell Smigielski	
Savoy		Dick Helton

13

16

17

18

19 20

21

22 23

24

25

26 27

28

29

30

31 32

33

34

35

36

37

38

39

14 15 Others:

Chris Ward (CCRPC)

CCGISC Staff:

Leanne Brehob-Riley (Director), Beth Brunk (recording secretary)

MINUTES

I. Call to Order

In Ms. Coleman's absence, Mr. DeJarnette as Vice-Chair called the meeting to order at 11:03 a.m.

II. Roll Call

Roll call was taken by written record and a quorum was declared present.

III. Approval of Agenda

MOTION by Ms. Busey to approve the agenda as distributed; seconded by Mr. Smigielski. Upon vote, the MOTION **CARRIED** unanimously.

IV. Approval of Minutes

A. September 21, 2012 Special Meeting

MOTION by Ms. Busey to approve the minutes of September 21, 2012 as distributed; seconded by Mr. Smigielski. Upon vote, the MOTION CARRIED unanimously.

V. Financial Statements

A. Final Close-Out Budget for Fund 850 as of 12/31/12

The final financial statement from the Champaign County Regional Planning Commission (CCRPC) for 7/1/12-12/31/12 was handed out to Committee members at the meeting. Ms. Brehob-Riley stated that the transition from CCRPC to the County included some large expenditures like new office furniture and a new plotter which are reflected in the financials. Even with those purchases, the total expenses were less than the percent of the program year lapsed. Ms. Busey noted that the close out budget shows an under realization of revenue as the University of Illinois has not paid their membership fees for 2012. Ms. Nagy responded that the University is currently realigning budgets but was sure the fees will be paid at some point.

40 41 42

43

MOTION by Ms. Busey to receive the FY2012 reports and place them on file; seconded by Mr. Toalson. Upon vote, the MOTION CARRIED unanimously.

B. Audit from CliftonLarsonAllen – FY2012 - 7/1/11 – 6/30/12
 Ms. Ward from CCRPC commented that the audit went well, and they were pleased with the thoroughness of CliftonLarsonAllen staff.

Ms. Ward left the meeting.

Ms. Brehob-Riley noted that a 5-month audit will be conducted from 7/1/12 to 11/30/12 to cover the period from the end of the audit to the close-out with CCRPC as the administrator. Ms. Busey commented that the Consortium will be changing their fiscal year so the audit is necessary. From this point forward, the Consortium's FY13 will be on the County's fiscal year, 12/1/12 to 11/30/13. Since the Consortium is a joint venture, an annual audit is needed.

MOTION by Ms. Busey to receive Champaign County GIS Consortium's audit (7/1/11 - 6/30/12) from CliftonLarsonAllen and place it on file; seconded by Mr. Toalson. Upon vote, the **MOTION CARRIED** unanimously.

C. Local Contracts

Ms. Brehob-Riley commented that the local contracts information was supplied for informational purposes.

D. FY2013

Committee members received a handout for the Consortium's FY2013. Ms. Brehob-Riley explained that the format is different. Under revenue, each member agency's line item is comprised of member contributions and specific budgeted contracts with CCGISC if applicable. *Local Government Reimbursement* includes all the Principal Data Client Agreements. *Charges for Services* line item is any contract revenue from an entity outside the Consortium.

Consortium members will still pay their membership fees at the same time as last year. The Consortium's FY13 budget did not change membership fees from the previous year. With the change in the Consortium's fiscal year, the member agencies will benefit by being able to determine their GIS FY14 membership fees in July to budget for their next fiscal year 2015. Ms. Busey explained that the meeting schedule will probably be changed to one meeting in March/April and a new meeting scheduled for July to discuss the Consortium's FY14 budget.

Mr. DeJarnette liked the new format of the financials with local contracts and orthophotography included in one statement. It gives a clear picture of what the Consortium controls.

MOTION by Ms. Busey to receive FY2013 reports and place them on file; seconded by Mr. Smigielski. Upon vote, the **MOTION CARRIED** unanimously.

VI. New Business

A. Consideration/Approval of Local Contract Policy

In using the County's purchasing policy as a guideline, Ms. Brehob-Riley formulated a GIS Consortium Policy for Contractual Agreements. The GIS Consortium manager can authorize any contract under \$5,000 which will be reported to the GIS Technical and Policy Committees. Ms. Brehob-Riley estimates that there may be 2-3 per year.

Any agreements over \$5,000 must be approved by the GIS Policy Committee. The signatory will be the Champaign County Administrator as the lead agency. A special meeting may be called to approve such a contract.

MOTION by Mr. Toalson to approve the Champaign County GIS Consortium Policy for Contractual Agreements as submitted; seconded by Ms. Nagy. Upon vote, the **MOTION CARRIED** unanimously.

B. Approval to Apply for and if Awarded Accept NSDI FGDC Metadata CAP Grant

Ms. Brehob-Riley stated that this is the same metadata grant that CCGISC staff applied for and received in 2010. Since that time, metadata protocol has changed from a national to international standard so training is needed in Illinois. The GIS Technical Committee supported moving forward with this grant. If awarded, the start date could be as late as September 2013. There is an in-kind match of 30-50% which would be budgeted staff time allocated to this project.

Mr. Toalson asked about the application process. Ms. Brehob-Riley responded that the grant is in a similar format to the previous grant. Most of the time will be spent in collecting of letters of support. Mr. Toalson commented the Illinois GIS Association expressed positive feedback about the CCGISC's training from the last grant. This staff is establishing a reputation for being the metadata leader in the state which is very constructive for the Consortium.

MOTION by Ms. Busey to approve to apply for and if awarded accept NSDI FGDC Metadata Cap Grant; seconded by Mr. Toalson. Upon vote, the **MOTION CARRIED** unanimously.

VII. Old Business

A. GIS Manager Report

1. FY13 Work Plan Status Report

Ms. Brehob-Riley outlined the current tasks and status updated of the FY13 Work Plan.

2. New Champaign County GIS Consortium Webpage

This can be accessed through www.ccgisc.org. It is also linked to the County's website. Ms. Brehob-Riley reviewed the Committee's Meetings Page which lists the agenda and links the meeting materials under the respective agenda item. Past meetings have the agenda and meeting materials archived. Ms. Brehob-Riley underscored the importance of this format as users are moving toward tablets and computers to access information instead of printing paper packets. Also on the website is the intergovernmental agreement, various policies, most recent audit report, budget and the procedures to make a Freedom of Information Act (FOIA) request.

3. Open House

Ms. Brehob-Riley noted that the transition has gone smoothly from CCRPC to the County. She invited all Policy members to attend an open house after the meeting at the GIS office to see their new location.

VIII. Adjournment

MOTION by Mr. Toalson to adjourn the meeting; seconded by Ms. Busey. Upon vote, the **MOTION CARRIED** unanimously. Mr. DeJarnette adjourned the meeting at 11:32 a.m.

GIS Consortium FY2013 (12/01/2012-11/30/2013) Financial Report Fund 850 / Dept 111

REVENUE	Budgeted	Actual YTD 03/31/2013	Actual % of Budget	Remaining Balance
Budgeted Member Contributions				
Champaign County	\$265,146.00	\$0.00	0.00%	\$265,146.00
City of Champaign	\$72,043.00	\$0.00	0.00%	\$72,043.00
City of Urbana	\$32,034.00	\$0.00	0.00%	\$32,034.00
University of Illinois	\$29,406.00	\$29,406.00	100.00%	\$0.00
Village of Mahomet	\$10,676.00	\$0.00	0.00%	\$10,676.00
Village of Rantoul	\$14,247.00	\$0.00	0.00%	\$14,247.00
Village of Savoy	\$10,690.00	\$0.00	0.00%	\$10,690.00
Member Contributions Total	\$434,242.00	\$29,406.00	6.77%	\$404,836.00
Local Government Reimbursement	\$21,000.00	\$712.50	3.39%	\$20,287.50
Charges for Services	\$42,000.00	\$23,646.15	56.30%	\$18,353.85
Technology Surcharges	\$6,000.00	\$276.25	4.60%	\$5,723.75
Investment Interest	\$300.00	\$28.60	9.53%	\$271.40
Maps & Data Sales	\$21,000.00	\$596.67	2.84%	\$20,403.33
Interfund Transfers	\$0.00	\$4,917.33	0.00%	\$4,917.33
REVENUE TOTAL	\$524,542.00	\$59,583.50	11.36%	\$474,793.16

Fringe Benefits \$97,329.00 \$21,775.66 22.3 Personnel Total \$377,407.00 \$100,062.55 26.55 Commodities \$16,250.00 \$919.65 5.6 Services \$40dit \$8,200.00 \$0.00 0.00 Professional Services \$2,250.00 \$0.00 0.00 Job Required Travel \$1,000.00 \$151.30 15.1 Utilities \$4,700.00 \$0.00 0.00 Computer/InfoTech Services \$3,300.00 \$0.00 0.00 Telephone Service \$650.00 \$66.48 10.2 Equipment Maintenance \$35,295.00 \$0.00 0.00 Conferences & Training \$3,000.00 \$0.00 0.00 All Other Services \$2,950.00 \$857.05 29.0 Services Total \$51,345.00 \$1,074.83 1.75 Capital \$5,500.00 \$0.00 0.00 Transfer to General County Fund \$12,500.00 \$0.00 0.00	EXPENDITURE	Budgeted	Actual YTD 03/31/2013	Actual % of Budget	Remaining Balance	
Fringe Benefits \$97,329.00 \$21,775.66 22.3 Personnel Total \$377,407.00 \$100,062.55 26.53 Commodities \$16,250.00 \$919.65 5.6 Services \$4,250.00 \$0.00 0.00 Professional Services \$2,250.00 \$0.00 0.00 Job Required Travel \$1,000.00 \$151.30 15.13 Utilities \$4,700.00 \$0.00 0.00 Computer/InfoTech Services \$3,300.00 \$0.00 0.00 Telephone Service \$650.00 \$66.48 10.2 Equipment Maintenance \$35,295.00 \$0.00 0.00 Conferences & Training \$3,000.00 \$0.00 0.00 All Other Services \$2,950.00 \$857.05 29.0 Services Total \$61,345.00 \$1,074.83 1.79 Capital \$5,500.00 \$0.00 0.00 Transfer to General County Fund \$12,500.00 \$0.00 0.00	Personnel					
Personnel Total \$377,407.00 \$100,062.55 26.55 Commodities \$16,250.00 \$919.65 5.66 Services Services Services Section of the services of the services of the services of the service of the servic	Salaries & Wages	\$280,078.00	\$78,286.89	27.95%	\$201,791.11	
Services \$16,250.00 \$919.65 5.66 Audit \$8,200.00 \$0.00 0.00 Professional Services \$2,250.00 \$0.00 0.00 Job Required Travel \$1,000.00 \$151.30 15.12 Utilities \$4,700.00 \$0.00 0.00 Computer/InfoTech Services \$3,300.00 \$0.00 0.00 Telephone Service \$650.00 \$66.48 10.2 Equipment Maintenance \$35,295.00 \$0.00 0.00 Conferences & Training \$3,000.00 \$0.00 0.00 All Other Services \$2,950.00 \$857.05 29.0 Services Total \$61,345.00 \$1,074.83 1.75 Capital \$5,500.00 \$0.00 0.00 Transfer to General County Fund \$12,500.00 \$0.00 0.00	Fringe Benefits	\$97,329.00	\$21,775.66	22.37%	\$75,553.34	
Services Audit \$8,200.00 \$0.00 0.00 Professional Services \$2,250.00 \$0.00 0.00 Job Required Travel \$1,000.00 \$151.30 15.1 Utilities \$4,700.00 \$0.00 0.00 Computer/InfoTech Services \$3,300.00 \$0.00 0.0 Telephone Service \$650.00 \$66.48 10.2 Equipment Maintenance \$35,295.00 \$0.00 0.0 Conferences & Training \$3,000.00 \$0.00 0.0 All Other Services \$2,950.00 \$857.05 29.0 Services Total \$61,345.00 \$1,074.83 1.75 Capital \$5,500.00 \$0.00 0.00 Transfer to General County Fund \$12,500.00 \$0.00 0.00	Personnel Total	\$377,407.00	\$100,062.55	26.51%	\$277,344.45	
Audit \$8,200.00 \$0.00 0.00 Professional Services \$2,250.00 \$0.00 0.00 Job Required Travel \$1,000.00 \$151.30 15.12 Utilities \$4,700.00 \$0.00 0.00 Computer/InfoTech Services \$3,300.00 \$0.00 0.00 Telephone Service \$650.00 \$66.48 10.2 Equipment Maintenance \$35,295.00 \$0.00 0.00 Conferences & Training \$3,000.00 \$0.00 0.00 All Other Services \$2,950.00 \$857.05 29.00 Services Total \$61,345.00 \$1,074.83 1.75 Capital \$5,500.00 \$0.00 0.00 Transfer to General County Fund \$12,500.00 \$0.00 0.00	Commodities	\$16,250.00	\$919.65	5.66%	\$12,980.62	
Professional Services \$2,250.00 \$0.00 0.00 Job Required Travel \$1,000.00 \$151.30 15.13 Utilities \$4,700.00 \$0.00 0.00 Computer/InfoTech Services \$3,300.00 \$0.00 0.00 Telephone Service \$650.00 \$66.48 10.22 Equipment Maintenance \$35,295.00 \$0.00 0.00 Conferences & Training \$3,000.00 \$0.00 0.00 All Other Services \$2,950.00 \$857.05 29.00 Services Total \$61,345.00 \$1,074.83 1.79 Capital \$5,500.00 \$0.00 0.00 Transfer to General County Fund \$12,500.00 \$0.00 0.00	Services					
Job Required Travel \$1,000.00 \$151.30 15.13 Utilities \$4,700.00 \$0.00 0.00 Computer/InfoTech Services \$3,300.00 \$0.00 0.00 Telephone Service \$650.00 \$66.48 10.2 Equipment Maintenance \$35,295.00 \$0.00 0.00 Conferences & Training \$3,000.00 \$0.00 0.00 All Other Services \$2,950.00 \$857.05 29.00 Services Total \$61,345.00 \$1,074.83 1.79 Capital \$5,500.00 \$0.00 0.00 Transfer to General County Fund \$12,500.00 \$0.00 0.00	Audit	\$8,200.00	\$0.00	0.00%	\$8,200.00	
Utilities \$4,700.00 \$0.00 0.00 Computer/InfoTech Services \$3,300.00 \$0.00 0.00 Telephone Service \$650.00 \$66.48 10.2 Equipment Maintenance \$35,295.00 \$0.00 0.00 Conferences & Training \$3,000.00 \$0.00 0.00 All Other Services \$2,950.00 \$857.05 29.00 Services Total \$61,345.00 \$1,074.83 1.75 Capital \$5,500.00 \$0.00 0.00 Transfer to General County Fund \$12,500.00 \$0.00 0.00	Professional Services	\$2,250.00	\$0.00	0.00%	\$2,250.00	
Computer/InfoTech Services \$3,300.00 \$0.00 0.00 Telephone Service \$650.00 \$66.48 10.20 Equipment Maintenance \$35,295.00 \$0.00 0.00 Conferences & Training \$3,000.00 \$0.00 0.00 All Other Services \$2,950.00 \$857.05 29.00 Services Total \$61,345.00 \$1,074.83 1.79 Capital \$5,500.00 \$0.00 0.00 Transfer to General County Fund \$12,500.00 \$0.00 0.00	Job Required Travel	\$1,000.00	\$151.30	15.13%	\$848.70	
Telephone Service \$650.00 \$66.48 10.2 Equipment Maintenance \$35,295.00 \$0.00 0.00 Conferences & Training \$3,000.00 \$0.00 0.00 All Other Services \$2,950.00 \$857.05 29.00 Services Total \$61,345.00 \$1,074.83 1.75 Capital \$5,500.00 \$0.00 0.00 Transfer to General County Fund \$12,500.00 \$0.00 0.00	Utilities	\$4,700.00	\$0.00	0.00%	\$4,700.00	
Equipment Maintenance \$35,295.00 \$0.00 0.00 Conferences & Training \$3,000.00 \$0.00 0.00 All Other Services \$2,950.00 \$857.05 29.00 Services Total \$61,345.00 \$1,074.83 1.75 Capital \$5,500.00 \$0.00 0.00 Transfer to General County Fund \$12,500.00 \$0.00 0.00	Computer/InfoTech Services	\$3,300.00	\$0.00	0.00%	\$3,300.00	
Conferences & Training \$3,000.00 \$0.00 0.00 All Other Services \$2,950.00 \$857.05 29.00 Services Total \$61,345.00 \$1,074.83 1.79 Capital \$5,500.00 \$0.00 0.00 Transfer to General County Fund \$12,500.00 \$0.00 0.00	Telephone Service	\$650.00	\$66.48	10.23%	\$583.52	
All Other Services \$2,950.00 \$857.05 29.00 Services Total \$61,345.00 \$1,074.83 1.75 Capital \$5,500.00 \$0.00 0.00 Transfer to General County Fund \$12,500.00 \$0.00 0.00	Equipment Maintenance	\$35,295.00	\$0.00	0.00%	\$35,295.00	
Services Total \$61,345.00 \$1,074.83 1.75 Capital \$5,500.00 \$0.00 0.00 Transfer to General County Fund \$12,500.00 \$0.00 0.00	Conferences & Training	\$3,000.00	\$0.00	0.00%	\$3,000.00	
Capital \$5,500.00 \$0.00 Transfer to General County Fund \$12,500.00 \$0.00	All Other Services	\$2,950.00	\$857.05	29.05%	\$2,092.95	
Transfer to General County Fund \$12,500.00 \$0.00 0.00	Services Total	\$61,345.00	\$1,074.83	1.75%	\$60,270.17	
A STORY OF THE PROPERTY OF THE	Capital	\$5,500.00	\$0.00	0.00%	\$4,142.89	
EYPENDITURE TOTAL \$473,002,00 \$102,057,03 21,57	Transfer to General County Fund	\$12,500.00	\$0.00	0.00%	\$12,500.00	
24/3,002.00 \$102,037.03 21.30	EXPENDITURE TOTAL	\$473,002.00	\$102,057.03	21.58%	\$367,238.13	

1 of 2 4/12/2013 1:36 PM

850 FUND BALANCE - 12/01/2012 FY2013 Beginning Fund Balance (unaudited)	\$126,098.00
Reserve for Aerial Photography	- \$44,746.27
10% Restricted Reserve	- \$43,768.00
FY2013 Remaining Unreserved Fund Balance (unaudited)	\$37,583.73

2 of 2



GIS Policy Committee

Meeting Schedule for 2013

Unless otherwise indicated
Meetings will be held at **11:00 A.M.**Brookens Administrative Center
1776 E. Washington St.
Urbana, Illinois

ANY OTHER CHANGES WILL BE ANNOUNCED.

Friday, January 18, 2013

Friday, March 15, 2013 - Canceled

Friday, April 19, 2013

Friday, July 19, 2013 - New

Friday, October 18, 2013 - New

According to our previously established rotation schedule the Chair and Vice-Chair of the GIS Policy Committee for the 2013 calendar year are as follows:

Chair: UIUC

Vice-Chair: Urbana

INTERGOVERNMENTAL AGREEMENT

PROVIDING FOR THE CREATION OF THE
CHAMPAIGN COUNTY
GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM

TABLE OF CONTENTS

		Page
Section 1.	Definitions	1
Section 2.	Consortium Created	2
Section 3.	Consortium Mission	3
Section 4.	Policy Committee Created	3
	a) Membership	3
	b) Voting	3
	c) Quorum	3
	d) Unanimous Votee) Representative's Substitute.	4
	f) Regularity of Meetings	4
	g) Open Meetings Act	4
Section 5.	Policy Committee Functions and Responsibilities	4
	a) Mission/By-Laws/Committees	4
	b) Officers	4
	c) General Responsibilities	4
	d) Budget	4
	e) Funding Formula	5
	f) Intergovernmental Agreement	5
	g) Purchases	5
	h) Gifts	5
	i) Lead Agency	5
	j) Technical Committee	5
	k) Role of the Technical Committee	5
	I) Data Fee Policies	5
Section 6.	Lead Agency Designated	6
Section 7.	Lead Agency Duties	6
Section 8.	Member Responsibilities	7
Section 9.	Finances	7
	a) Contributions	7
	b) Records	7
	c) Invoices	7
	d) Payment	7
	e) Audit	8
	f) University	8
	g) Fiscal Year	8

Section 10.	Consortium Policies and Processing	8		
	 a) Policy and Procedure b) Ownership c) Freedom of Information (FOIA) Requests d) Other Disclosure to Non-Members 	8 8 9 9		
Section 11.	Termination by Parties	9		
	a) Withdrawalb) Failure to Budgetc) Defaultd) Data Developed Prior to Withdrawal	9 9 9 10		
Section 12.	Dissolution	10		
Section 13.	Equipment; Use and Ownership; Loan Equipment	10		
Section 14.	Rights of Terminating Party to Consortium Assets	10		
Section 15.	Disposition of Consortium Assets Upon Dissolution	10		
Section 16.	Insurance			
Section 17.	Limitations of Personnel			
Section 18.	Amendments	11		
Section 19.	Additional Members	11		
Section 20.	20. Effective Date			
Section 21.	Notices	12		
Section 22.	Counterparts	12		
Appendix A		15		

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

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

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

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

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

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

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

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

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

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

WHEREAS, the parties have recently supported, and continue to support, the fee authorized by 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 Coordinator" 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 Coordinator.
- 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) "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.
- g) "Members" mean County of Champaign, Illinois; the City of Champaign, Illinois; the City of Urbana, Illinois; the University of Illinois at Urbana-Champaign; the Village of Rantoul, Illinois; the Village of Savoy, Illinois; and the Village of Mahomet, Illinois; and such other members who become signatures to the Agreement.
- h) "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.
- i) "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.
- j) "Technical Committee" means the body created by this Agreement to provide technical advice and recommendations to the Policy Committee.

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) <u>Membership.</u>

- (i) 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.
- (ii) Additionally, there shall may be one (1) non-voting representative of the non-governmental sector, and one (1) non-voting representative of small or specialized governmental users. Both of these non-voting representatives shall be appointed by the Chair and approved by the Policy Committee and shall serve for a three-year term.
- b) <u>Voting.</u> 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) <u>Quorum.</u> A quorum shall consist of a majority of voting representatives of the Policy Committee members in good standing.

- d) <u>Unanimous Vote.</u> 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) <u>Representative's Substitute.</u> A member's designated representative to the Policy Committee may select a designated voting representative to serve in the designated representative's absence.
- f) <u>Regularity of Meetings.</u> 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.
- g) <u>Open Meetings Act</u>. The Policy Committee shall adhere to the requirements of the state's Open Meetings Act.

SECTION 5. POLICY COMMITTEE FUNCTIONS AND RESPONSIBILITIES

The Policy Committee shall have the following functions and responsibilities:

- a) <u>Mission/By-Laws/Committees</u>. 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) <u>Officers.</u> 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.
- c) <u>General Responsibilities.</u> The Policy Committee is responsible for approving: policy, priorities, budget, work plan, and technical standards.

d) <u>Budge</u>t.

- 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 March <u>July</u> of each year.
- iii) Unless a new budget is approved by July 1st 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) <u>Funding Formula</u>. 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)* <u>Intergovernmental Agreement.</u> The Policy Committee may approve contracts with other governmental entities to provide some or all of Consortium services on a contractual basis.
- g) <u>Purchases</u>. 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) <u>Gifts.</u> 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) <u>Lead Agency.</u> 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) <u>Technical Committee</u>. The Policy Committee shall appoint the Technical Committee. Each Policy Committee member may appoint up to three (3) persons to the Technical Committee, one of whom shall be designated as the voting representative of the member. The Policy Committee member may authorize an alternate Technical Committee voting representative to vote when its regular member is absent for the Technical Committee meeting.
- *k)* Role of the Technical Committee.
 - i) The Technical Committee shall make recommendations to the Policy Committee concerning:
 - 1) Hardware requirements;
 - 2) Software requirements;
 - 3) Networking;
 - 4) Data Standards;
 - 5) Other aspects of the GIS as requested by the Policy Committee.
 - ii) Recommendations of the Technical Committee shall be by majority vote, though consensus of all voting participants is desirable.
 - iii) Prior to the purchase of software or hardware or the adoption of data standards that has the potential to impact members' operations; the Technical Committee shall seek input and concurrence from all members prior to recommending the purchase, or recommends the data standard.
- 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 initially be Champaign County. which shall utilize the Regional Planning Commission to carry out the functions of the Lead Agency.

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 and Technical Committee, and bringing policy/technical issues to the committees as appropriate.
- *k)* Providing necessary office space, furnishings, equipment, hardware, software, and technical support for the Consortium to operate.
- I) 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) Provide original (1) person to serve as an active voting representative on the Policy Committee;
- c) Provide at least one (1) staff person to serve as an active voting representative for the Technical Committee.
- d) 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;
- e) Distribute Consortium data to non-members only in accordance with the adopted Consortium data distribution policy.
- f) Retain legal responsibility and liability, if any, for the quality of the data that it provides.
- *q*) Retain ownership of the data that it provides.
- h) Be responsible for providing and maintaining its own GIS equipment, software, and GIS-related items.

SECTION 9. FINANCES

- a) <u>Contributions.</u> 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) <u>Records.</u> 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) <u>Invoices.</u> 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) <u>Audit.</u> 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) <u>University</u>. 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) <u>Fiscal Year.</u> Consortium's fiscal year shall be from July 1 to June 30 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.

- 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) <u>Freedom of Information Act (FOIA) Requests.</u> Unless the GIS data request is for data that has become Consortium-owned data, the lead agency shall refer any FOIA request for member data to the member's representative of the Policy Committee for a response.

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).
- 2. Information protocols will allow disclosure of data in GIS to third parties to the extent necessary to maintain GIS and related systems, and to perform law enforcement and investigatory functions, prosecution, and defense of criminal cases, defense of civil claims, and coordination with other government agencies (such as DCFS and the Attorney General).
- 3. Any limits on disclosure of GIS data to third parties will apply only to information which is not already in control of that government agency.
- 4. Information protocols will preserve the privacy of all citizens by protecting from disclosure to non-members the location of their residence. If, for instance, GIS information becomes available on the Internet, the public at large should not be able to locate others persons through the GIS system.

SECTION 11. TERMINATION BY PARTIES

- a) <u>Withdrawal.</u> 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) <u>Failure to Budget.</u> 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) <u>Default.</u> 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) <u>Data Developed Prior to Withdrawal.</u> A party terminating its participation in this Agreement shall have the right to one (1) electronic copy of the data developed prior to the first occurring of these dates: the date of member termination or date of member default.

SECTION 12. DISSOLUTION

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

SECTION 13. EQUIPMENT; USE AND OWNERSHIP; LOAN EQUIPMENT

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

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

SECTION 14. RIGHTS OF TERMINATING PARTY TO CONSORTIUM ASSETS

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

SECTION 15. DISPOSITION OF CONSORTIUM ASSETS UPON DISSOLUTION

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

unanimous vote of the Policy Committee. If more than one (1) party wishes to purchase such assets or a particular asset for the fair market value, the matter will be decided by lot.

SECTION 16. INSURANCE

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

SECTION 17. LIMITATIONS OF PERSONNEL

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

SECTION 18. AMENDMENTS

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

SECTION 19. ADDITIONAL MEMBERS

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

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

The Policy Committee, by a unanimous vote, shall set the formula to determine the initial capital and data development fees equivalent to the shares that existing members have paid since the inception of Consortium in 2002.

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	CITY OF URBANA
By:	Ву:
Ву: City Manager	By: Mayor
Date:	Date:
ATTEST: City Clerk	ATTEST:
City Clerk	City Clerk
APPROVED AS TO FORM:	APPROVED AS TO FORM:
City Attorney	City Attorney
COUNTY OF CHAMPAIGN	THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
Ву:	By: Comptroller
Chair	Comptroller
Date:	Date:
ATTEST: County Clerk	ATTEST:Secretary
County Clerk	Secretary
APPROVED AS TO FORM:	
	Chancellor
State's Attorney	
State 3 Attorney	Business Office
	APPROVED AS TO FORM:
	Campus Legal Counsel

VILLAGE OF RANTOUL VILLAGE OF MAHOMET By: By: Village President Village President Date: Date: ATTEST: ATTEST: Village Clerk Village Clerk APPROVED AS TO FORM: APPROVED AS TO FORM: Village Attorney Village Attorney **VILLAGE OF SAVOY** By: Village President Date: ATTEST: Village Clerk APPROVED AS TO FORM: Village Attorney

CHAMPAIGN COUNTY RECORDER	CHAMPAIGN COUNTY
Ву:	_Ву:

Date:

ACKNOWLEDGED BY:

ACKNOWLEDGED BY:

Date:

APPENDIX A

CHAMPAIGN COUNTY GIS CONSORTIUM AGREEMENT PROPOSED ATTACHMENT A

Fiscal Year 2003 Fiscal Year 2004 7/1/02 - 6/30/03 7/1/03 - 6/30/04

	Population		Per Capita				Per Capita		
GIS Consortium Member	2000 Census	Base	Rate	Per Capita	Total	Base	Rate	Per Capita	Total
Champion County	27.072	¢200 000 00			¢200,000,00	¢200,000,00			¢200 000 00
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

To: CCGISC Policy Committee

From: Leanne Brehob-Riley, GIS Director

Date: April 10, 2013

Re: GPS Base Station Agreement and Payment Memorandum of Understanding

What is a GPS Base Station? How is it beneficial?

A GPS base station is a relatively expensive GPS receiver that is placed on a known location. The base station gathers signals from satellites, then transmits corrections (errors between the location the satellites say the base station is located and the actual location of the base station) to roving GPS units.

Without a base station, entities that want to gather high accuracy, survey grade data would need to purchase and maintain their own receivers to act as base stations. A centralized GPS base station provides a beneficial cost and resource sharing opportunity for local agencies.

GPS Base Station Agreement & GPS Base Station Payment Memorandum of Understanding (MOU)

The GPS Base Station Agreement extends the existing agreement between CCGISC and the University of Illinois for an additional 5 years. As with the existing agreement, the University agrees to operate and maintain National CORS GPS base station consistent with the National Geodetic Survey (NGS) standards in a continuous and reliable manner, including the procurement of all required equipment, software and internet connectivity in exchange for a fee of \$4,625.00 annually for five years, October 2013 through October 2018.

While CCGISC enters into the base station agreement with the University, CCGISC will receive funding for the agreement from the Cities of Champaign and Urbana, Champaign County and the Village of Savoy. This funding is secured through a second agreement - GPS Base Station Payment MOU. Each of the participating agencies will enter into an agreement with each other as well as with CCGISC and pay one-fourth of the annual fee based on the terms and conditions outlined in the GPS Base Station Agreement. Having a single payment agreement signed by each of the participating agencies will limit the liability to CCGISC should one of the agencies fail to make their annual payment.

Please note there is some risk associated to the agreement between CCGISC and the University due to the fact that the University claims Sovereign Immunity. However, the University is entering into the agreement in a spirit of cooperation and goodwill, and there have not been any issues with the University's operation or maintenance of the base station since it came online.

It is my recommendation that the Policy Committee approves the base station agreements.

COST SHARE MEMORANDUM OF UNDERSTANDING

This Agreement by and between the CHAMPAIGN COUNTY GIS CONSORTIUM (hereinafter "CCGISC"), and THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a body corporate and politic of the State of Illinois (hereinafter "University"), made and entered into in consideration of the mutual promises contained in this Agreement (hereinafter referred to as MOU), and in a spirit of cooperation and goodwill.

WITNESSETH:

PROJECTS SCOPE:

This MOU concerns cost sharing for the provision of a Global Positioning System (GPS) base station for the mutual benefit of the parties. This shall be a high accuracy GPS base station and operated as Part of the National Oceanic Atmospheric Administration (NOAA), National Geodesic Survey, and National Continuously Operating Reference Station (CORS).

Article 1. DEFINITIONS

- A) "University" shall mean The Board of Trustees of the University of Illinois, together with its subsidiary corporation and entities and their respective successors.
- B) "CCGISC" shall mean the Champaign County Geographical Information System (GIS) Consortium.
- C) "GPS" shall mean Global Positioning System.
- D) "CORS" shall mean Continuously Operating Reference Station, as defined by the National Geodesic Survey, of the National Oceanic and Atmospheric Administration.
- E) "National CORS Station" shall mean a CORS Station that meets the requirements of a National CORS Network Station, as defined by the National Geodesic Survey, of the National Oceanic and Atmospheric Administration.

Article 2. SCOPE OF MOU

- A) The University shall operate and maintain a GPS National CORS station upon the roof of the Florida Avenue Residence Hall, or another location mutually agreeable to the University and the CCGISC, consistent with NGS requirements in a continuous and reliable manner, including the procurement of all required equipment, software and internet connectivity.
- B) The University shall operate this system with due diligence, and commence repairs as quickly as possible with due regard to University business practices. The University shall notify CCGISC of any operational or maintenance issues with this system which causes the system to be inoperable or off-line. Should CCGISC become aware of any operational issues which cause the system to function improperly, CCGISC shall contact the primary authorized University representative in accordance with Article 5 of this MOU to notify the University of any such operational issue. In the event the primary authorized University representative in accordance with Article 5 of this MOU. Both the primary and secondary authorized University representatives shall have physical access to the GPS equipment.
- C) This MOU shall remain in effect for five years. At the conclusion of five years, this MOU may be extended or modified as agreed by the CCGISC and the University.

Article 3. INFORMATION REQUIREMENTS

The University shall cooperate with and share all cost and technical data relative to the operation and maintenance of this GPS CORS station. The University will provide information to the CCGISC for review and comment as to proposed plans for any major changes to the system. Such information shall be provided to the CCGISC within sufficient time such that the CCGISC may provide meaningful comment prior to the time of implementation.

Article 4. COST SHARE DEFINITION

- A) The University shall provide the operation, maintenance, software, and internet connectivity.
- B) Upon receipt of an invoice from the University, the CCGISC shall provide an annual payment to the University in the amount of \$4,625.00 on October 1, 2013 and each year thereafter of the MOU.
- C) In recognition of the Universities financial investment in this project to date, the annual costs associated with performing the services in paragraph A. of this Article and the interest costs to finance this project, the University shall not be subject to any special assessment or other charges for the acquisition of equipment as herein defined.

Article 5. AUTHORIZED UNIVERSITY REPRESENTATIVE

The University designates the Utility Distribution Group, within Facilities and Services, to act on behalf of the University as the designated Authorized University Representative in connection with all duties and obligations of the University pursuant to this MOU. Whenever, under the provision of this MOU, the University is required to take some action at the request of the CCGISC, such request shall be provided by the CCGISC to the authorized representative.

Article 6. AUTHORIZED CCGISC REPRESENTATIVE

The CCGISC designates its CHAMPAIGN COUNTY GIS CONSORTIUM DIRECTOR to act on behalf of the CCGISC as the designated Authorized Representative in connection with all duties and obligations of the CCGISC pursuant to this MOU. Whenever under the provisions of this MOU, the CCGISC is required to take some action at the request of the University; such request shall be provided by the University to the authorized representative.

Article 7. VIOLATION OF MOU

If any of the parties fail or neglect to comply with any or all of the provisions of this MOU (unless otherwise directed by valid order of a court of competent jurisdiction, or unless compliance with any provision herein is prohibited or adjudged unlawful by a valid order of a court of competent jurisdiction), a party may apply to a court of competent jurisdiction to seek compliance with any term or provision of this MOU and/or any damages caused by the noncompliance with any term or provision of this MOU. In addition, following notification in accordance with Article 8 of this MOU, the University may terminate this MOU immediately for failure to pay any amount due in violation of this MOU. CCGISC is not obligated to make payment to the University as required by Article 4 of the MOU should the University fail to resolve operational or maintenance issues with the GPS base station which causes the system to be inoperable or off-line for more than 45 consecutive days unless such system inoperability is due to conditions beyond the University's control, including but not limited to, Acts of God, Government restrictions, labor troubles, wars, insurrections, and /or any other cause beyond the reasonable control of the University.

Article 8. NOTIFICATION OF VIOLATION

A party shall notify immediately another party to this MOU if it believes that a violation of this MOU has occurred or of potential deviations from any legal enactments or regulations relating to the use of the GPS Base Station and shall respond in writing within 15 business days after receipt of such notice, unless a shorter time is provided for herein.

Article 9. AVAILABILITY OF FUNDS, CONSTITUTIONAL AND STATUTORY LIMITATION AND REPRESENTATIONS

- A) All commitments by the University are subject to the availability of funds which may be lawfully applied thereto.
- B) All commitments by the University are subject to constitutional and statutory limitations and restrictions binding on the University.
- C) Neither this MOU, nor any obligation hereunder shall create any debt, indebtedness, liability or obligation of the State of Illinois within the meaning of any applicable statutory or constitutional restriction or limitation pertaining to debt or other evidence of indebtedness, and the State shall not be liable hereon nor shall this MOU, or any obligation of the University hereunder, create any liability or indebtedness of the University under any such statutory or constitutional restriction or limitation prior to the time when any payment hereunder, or any renewal hereof, becomes actually due and payable, and then only for an amount which is not in excess of funds in the hands of the University at the time when any such payment becomes actually due and payable, and which may under any such statutory or constitutional restriction or limitation be specifically and properly applied to the payment of the same.
- D) Each of the Parties hereby, as applicable to each, represents and covenants that each has the power and authority to enter into this MOU, has duly authorized the execution and delivery of this MOU, and that neither this MOU nor anything contained herein contravenes or constitutes a default under any other agreement, instrument or indenture or any other requirement of law as the same respectively concern each such Party.
- E) Sovereign Immunity. The University has voluntarily entered into this MOU. The University, as an instrumentality of the State of Illinois, maintains its position that it has sovereign immunity and is not subject to the jurisdiction of the Circuit Court or to the local government processes, rules, regulations, and ordinances. Local government may dispute the University's assertion of sovereign immunity. This MOU shall not be deemed nor construed as a waiver by any party of its position on the issues of sovereign immunity and jurisdiction.

Article 10. ASSIGNMENT

This MOU shall not be assignable without the express consent of the parties hereto, such consent to be evidenced by an ordinance, resolution or other appropriate action that fully recites the terms and conditions, if any, upon which such consent is given.

Article 11. DELIVERY OF NOTICES

Any notices required or permitted hereunder shall be in writing and shall be delivered via certified mail, addressed to the Parties as follows, unless otherwise indicated in the future.

Primary Authorized University Contact:

Utilities and Energy Services, Facilities and Services Keith Erickson University of Illinois 1501 South Oak Street Champaign, IL 61820 217-333-8484 krericks@illinois.edu

Secondary Authorized University Contact

Renee Nagy Facilities Information Resources Facilities and Services 1501 S. Oak Street 217-333-0923 rnagy@illinois.edu

Copy to:

Bruce Walden
Office of Capital Programs and Real Estate Services
801 S. Wright
104 Coble Hall, MC-335
Champaign, IL 61820
217-244-8496
bwalden@uillinois.edu

CCGISC:

Leanne Brehob-Riley Champaign County GIS Consortium Director 1776 E. Washington St. Urbana, IL 61802 217.328.3313 office 217.819.4050 direct lbrehob-riley@co.champagin.il.us

Copy to:

Current CCGISC Chair Chair, Champaign County GIS Consortium Policy Committee 1776 E. Washington St. Urbana, IL 61802

Provided, however, that in the case of an emergency, notices may be given verbally to any agent of the above names. Notice shall be deemed given three days after date of mailing.

Article 12. AMENDMENT

This MOU shall be subject to amendment by the mutual written agreement of the Parties. Any article or separate agreement incorporated herein by reference that contains a provision providing for termination of the provisions of such article or separate agreement may be terminated in accordance with the terms of such provisions.

In witne	ess to their agreement, the	Parties have executed this document
this	day of	, 2013.
		THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS By: Comptroller date
		Approved as to form: By: Office of University Counsel
		By: Utilities and Energy Services, Facilities and Services
		Champaign County GIS Consortium By: Debra Busey, County Administrator

BASE STATION INTERGOVERNMENTAL AGREEMENT BETWEEN CHAMPAIGN COUNTY, CITY OF CHAMPAIGN, CITY OF URBANA, VILLAGE OF SAVOY AND THE CHAMPAIGN GIS CONSORTIUM

THIS AGREEMENT by and between Champaign County, whose office is located at 1776 E. Washington Street, Urbana, IL 61802 the City of Champaign, whose office is located at 102 N Neil Street, Champaign, IL 61820, the City of Urbana, whose office is located at 706 S. Glover Avenue, Urbana, IL 61802, and the Village of Savoy, whose office is located at 611 North Dunlap, Savoy, IL 61874 (hereinafter referred to collectively as "Participants") and the Champaign County GIS Consortium, whose office is located at 1776 E. Washington Street, Urbana, IL 61802 (hereinafter referred to as "CCGISC"), is made and entered into in consideration of the mutual promises contained in this Agreement and, in a spirit of cooperation and a goodwill.

This Agreement concerns annual payments for a five-year period by each of the respective Participants to CCGISC in order for CCGISC to meet its financial obligations to the Board of Trustees of the University of Illinois (hereinafter referred to as "University") as set forth in the Cost Share Memorandum of Understanding between CCGISC and the University (hereinafter referred to as "Memorandum"), attached hereto as Appendix A and incorporated herein.

Each of the Participants individually agrees to pay the sum of one-thousand one-hundred fifty-six dollars and twenty-five cents (\$1,156.25) to the CCGISC by September 30 of each and every year of the agreement term, commencing September 30, 2013 and continuing through September 30, 2018. The annual payments equate to one-fourth of the cost incurred under the Memorandum.

Each of the Participants individually and specifically acknowledges this Agreement is predicated on the Memorandum between the CCGISC and the Board of Trustees of the University of Illinois, and that any default or breach on the part of the University may result in CCGISC's inability to meets its obligations under this Agreement.

Each of the Participants individually and specifically acknowledges that CCGISC's obligations to the University are to be satisfied through the payments made by each of the individual Participants party to this Agreement among the Participants and CCGISC, said payments which will in turn be used to satisfy CCGISC's financial obligations under the Memorandum. Each of the Participants individually and specifically acknowledges that the failure or breach of any of the Participants to meet its respective obligations under this Agreement may result in CCGISC's inability to meets its corresponding obligations under the Memorandum, and that such failure may result in termination of the Memorandum.

In the event any default, breach or failure to meet obligations incurred under this Agreement or the Memorandum identified herein occurs, the CCGISC and each of the Participants agree to meet and in good faith seek a resolution. However, in no event shall the CCGISC be liable or in any way responsible for any default, breach or failure to meet obligations caused by any acts or omissions on the part of the University or any of the Participants party to this Agreement.

eement this	day of	, 2013.
Champaign Cour	nty	
Ву:		
Deb Busey, (County Administrator	date
City of Champaig	gn	
Ву:		
Mark Toalso City of Urbana	n, IT Director	date
By: William Gray	y, Director of Public Works	date
Village of Savoy		
By:		data
Nichard Heit	on, Village Manager	date
Champaign Cour	nty GIS Consortium	

Leanne Brehob-Riley, CCGISC Director

date



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

To: CCGISC Policy Committee

From: Leanne Brehob-Riley, GIS Director

Date: April 10, 2013

Re: Proxy Letter for Policy Committee and Technical Committee Designees

Upon the review of the files, we need to update and in some cases establish procedures for designating proxies for the Policy Committee and representatives to the Technical Committee.

Policy Committee Proxy Letter

Should the designated Policy Committee member be unable to attend a meeting, the Intergovernmental Agreement states that the member may designate a substitute to vote in their absence. It is requested that a proxy letter designating the substitute be brought to the meeting or emailed to the CCGISC Administrative Assistant prior to the meeting. Sample language for the proxy is found below.

Re: GIS Policy Committee Meeting

Please be advised that I will be unable to attend the <Date> GIS Policy Committee Meeting as the <Agency> representative. <Alternate>, <Title> will attend as a voting proxy.

The designated CCGISC Policy Members:

Champaign County	Debra Busey, County Administrator
City of Champaign	Mark Toalson, Information Technologies Director
City of Urbana	Bill DeJarnette, Interim Comptroller
University of Illinois	Pam Voitik, Director of Engineering and Campus Services
Village of Rantoul	Peter Passarelli, Assistant Public Works Director
Village of Savoy	Levi Kopmann, Assistant Director of Public Works
Village of Mahomet	Mell Smigielski, Administrator

Technical Committee Designees

According to the Intergovernmental Agreement, the designated Policy Committee member is responsible for appointing the members of the Technical Committee. Up to three (3) persons may be appointed to the Technical Committee from each agency. One of whom is to be designated as the voting member; the second may be an authorized voting alternate only to vote when the regular member is absent and the third as a non-voting representative.

The current CCGISC Technical Committee attendees:

Champaign County	Andy Rhodes, IT Director
City of Champaign	DeShawn Robbins, GIS Analyst
City of Urbana	Ben Fisher, Professional Land Surveyor
University of Illinois	Renee Nagy, Records Management Coordinator, Facilities and Services Chad Kupferschmid, Chief Engineering Draftsman, Facilities and Services
Village of Rantoul	Brenda Runyon, Administrative Assistant
Village of Savoy	Levi Kopmann, Assistant Director of Public Works
Village of Mahomet	Gary LaForge, Public Works Director
Village of Savoy	Levi Kopmann, Assistant Director of Public Works



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

FY2013 Work Plan Status Report

	Task	Status		
Improvement Tasks				
	te Corner/Corner Coordinate/Monument Feature Classes	As basis in EV204.4		
1-A	Obtain new tie/monument sheets recorded since 2004	to begin in FY2014		
1-B	Hyperlink available tie-sheets to Corners Feature Class	in progress; Parkland CC GIS Seminar Class		
Comprehensive Review of Annexation Layer				
2-A	Review drawn annexations from 1950 through date	began in FY2013, anticpate completion in FY2015		
Subdi	vision Plats and Legal Descriptions			
3-A	Locate and scan legal describtions that correspond to scanned subdivision plat maps.	complete		
3-B	Combine scanned legal descriptions with scanned subdivision plat maps into a single Adobe PDF file.	complete		
3-C	Place Adobe PDF file on file server and hyperlink to subdivision polygon	complete		
Comprehensive Review of Subdivision Table				
4-A	Remove duplicate entries	complete		
4-B	Investigate and when possible fill in missing attribute information	complete		
Development of Formal Workflow and Quality Control Procedures				
5-A	Refine Tax Cycle workflow, QC processes and GIS calendar	ongoing refinements are periodically made		
5-A	timeframes	ongoing; refinements are periodically made		
5-B	Develop formal workflow, QC procedures, and GIS calendar entries for County Precincts	draft QC procedures created; need to be reviewed and entered into GIS calendar		
Review and Update the SDE Database Design				
6-A	Review the Corner/Corner Coordinate/Monument feature classes, i.e. fields, domains, etc.	in progress; Parkland CC GIS Seminar Class		
6-B	Review the Transportation feature dataset	began in FY2013, anticpate completion by 2nd quarter of FY2013 (County)		
6-C	Review the Address feature class	began in FY2013, anticpate completion by 2nd quarter of FY2013 (County)		
	Work Plan Tasks			
Coun	ty-wide Addressing Project			
1-A	Compile Master Street List for all Communities in County	complete		
1-B	Compose and Approve Address Standards Document	in progess		
1-C	Launch First Verions of Address Maintenance Web Application	under development		
Easement Mapping				
2-A	Map 2009 Easements	complete; work has begun on 2008 easements		
Gather and Distribute Historic Aerial/Ortho-imagery				
3-A	Process 1-set of historic imagery for Champaign County	to begin in 3rd quarter of FY2013 (County)		
3-B	Gather Historic Imagery Sources and list in Historic Imagery	ongoing		
Spreadsheet Contract Tasks				
1-A	Piatt County	continuous maintenance; currently working on drainage district project; annual tax map books		
1-B	METCAD	in progess; waiting on address verication from agencies; create script to push data to a METCAD server; generate intersection points; alternate street names.		
1-C	EMA	in progress; anticipated completion date November 30, 2013		
1-D	Village of Savoy - Address Points	completed		
1-E	City of Champaign	in progress		
	, · · · · · · · · · · ·	1 . ~		

Status updates found in **bold**