

**AN AMENDED AGREEMENT
CONCERNING THE PROVISION AND ADMINISTRATION OF
METROPOLITAN COMPUTER-AIDED DISPATCH (METCAD)
BY AND BETWEEN THE CITY OF CHAMPAIGN,
THE CITY OF URBANA, CHAMPAIGN COUNTY
AND THE UNIVERSITY OF ILLINOIS**

(2014)

This Amended Agreement ("Amended Agreement") is made and entered into on the date last executed by the parties hereon, by and between the City of Champaign, City of Urbana, Champaign County, University of Illinois, and Village of Rantoul, all body politics and corporate, and the Champaign County Sheriff, with offices in Champaign County, Illinois. It amends an Agreement previously made and entered into in 2011 by and between all of the parties other than the Village of Rantoul, which is being added as a party.

WHEREAS, the parties, other than the Village of Rantoul, previously entered into an Agreement Concerning Metropolitan Computer-Aided Dispatch (METCAD), as amended, in 2011 ("Prior Agreement") which provides for the operation and joint funding of public safety dispatching by the parties to that Agreement, pursuant to which they have been operating METCAD; and

WHEREAS, the parties to this Amended Agreement find it to be in the best interest of said parties to use a consolidated, computer-aided public safety dispatch system; and

WHEREAS, the parties to this Amended Agreement desire to operate such a system in the most cost effective and efficient way; and

WHEREAS, the mission of such a dispatching system is to provide quality public safety dispatch services at a reasonable cost in the best interest of all the constituents and citizens of the respective agencies; and

WHEREAS, the parties to this Amended Agreement believe it to be in the mutual interest of all said parties to add the Village of Rantoul as a new participating member, and to amend the process by which the members approve the annual budget for METCAD to promote the continuing operation of METCAD in the event one or more members are unable to continue to participate for financial reasons; and

WHEREAS, the parties are committed to the principles of intergovernmental cooperation outlined in other resolutions adopted by the parties and as demonstrated by the operation of the system; and

WHEREAS, the parties seek to establish a framework for continued development of the system with the goal that the system will be a model of intergovernmental cooperation providing the highest quality public safety dispatch service in the most cost-effective manner; and

WHEREAS, the parties recognize that the success of the system is necessary and instrumental to the success of the public safety agencies it serves; and

WHEREAS, each party is committed to making the system a customer based system, serving the needs of its customers, including but not limited to those in need of dispatching services, the public safety agencies dispatched, the constituents of each member agency and the member agencies; and

WHEREAS, Section 10 of Article VII of the 1970 Illinois Constitution and 5 ILCS 220/1, et seq., provides for intergovernmental cooperation; 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 the system as set forth herein and as articulated from time to time by the parties;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. Definitions.

- (a) "Parties" or "Administrative Members" mean the County of Champaign, Illinois; the City of Champaign, Illinois; the City of Urbana, Illinois; the Champaign County Sheriff; and the University of Illinois at Urbana-Champaign and such other members who become signatories to this Agreement pursuant to Section 20 of this Agreement.
- (b) "Non-Administrative Members" mean the rural fire departments and rural police departments represented by Rural Fire Department Representatives and Rural Police Department Representatives as defined herein.
- (c) "METCAD" means Metropolitan Computer-Aided Dispatch, a computer-aided, public safety dispatch system utilizing a central computer, a dispatch center, and a public safety dispatching staff established by and operated pursuant to this Agreement by the Lead Agency.
- (d) "Departments" means the police and fire departments of each party.
- (e) "METCAD Policy Board" or "METCAD Board" or "Board" means the body created by this Agreement to develop cooperative approaches addressing public safety dispatch issues and concerns of each party and perform responsibilities set forth in this Agreement.
- (f) "METCAD Director" or "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 METCAD in accordance with the policies and procedures of METCAD in accordance with the policies and procedures of the Lead Agency and the METCAD Board.
- (g) "Lead Agency" means the party or jurisdiction designated by this Agreement as the party having overall responsibility for METCAD operations on an ongoing basis in accordance with the policies of the METCAD Board.

- (h) "Party (or Member) in Good Standing" means a member that has not been sent a notice of default under Section 12(c) of this Agreement.
- (i) "Rural Fire Department Representative" means the representative to the METCAD Policy Board elected bi-annually by majority vote of the chiefs of the fire departments and fire protection districts who are METCAD user agencies but not parties to this Agreement.
- (j) "Rural Police Department Representative" means the representative of a rural police agency elected to the METCAD Policy Board bi-annually by majority vote of the Police Chiefs of all police agencies or departments who are METCAD user agencies but not parties to this Agreement.

Section 2. METCAD Policy Board Created. The METCAD Policy Board is hereby created.

Membership. The METCAD Policy Board shall be comprised as follows:

- (a) Voting representatives of Administrative Members. The following officials of each of the Administrative Members shall have the authority to designate two representatives to represent that member on the Board as voting representatives on the METCAD Policy Board, one of which shall be designated as an "administrative representative" and the other shall be an employee of the police (or sheriff) or fire department and designated as the "public safety representative".
 - (1) For the City of Champaign, the City Manager or that official's designee.
 - (2) For the City of Urbana, the Mayor or that official's designee.
 - (3) For Champaign County and the Champaign County Sheriff, the County Board Chair shall designate the administrative representative, and the County Sheriff shall designate the public safety representative.
 - (4) For the University of Illinois, the Chancellor or that official's designee.
 - (5) For the Village of Rantoul, the Mayor or that official's designee.
 - (6) For any new member added pursuant to Section 20 of this Agreement, the Mayor or Chief Administrative Officer of said new member, or that official's designee.

- (7) The authority to designate representatives provided for in this paragraph (1) shall include the power to designate or to delegate to the named representative the power to designate a temporary or alternate representative who may attend a METCAD Policy Board meeting in lieu of the named representative and exercise all of the powers of the that named representative when that representative is unable to attend said meeting.
- (8) Voting representatives of Non-Administrative Members. The Rural Police Department Representatives and Rural Fire Department Representatives as defined herein shall be voting representatives on the METCAD Police Board.
- (b) Quorum. A quorum of the METCAD Policy Board shall be eight (8) representatives but shall require at least one representative from each Administrative member (including any new members).
- (c) Vote Required. In those matters designated to be decided by the METCAD Policy Board, unless otherwise specified, the proposition voted upon shall be not considered adopted unless it receives a yes vote of a majority of all representatives of the METCAD Policy Board provided the member who designated such representative is in good standing at the time the vote is taken.
- (d) "Administrative Member" votes. In those matters to be decided by the affirmative vote of a majority of administrative members of the parties, a proposition shall not be considered adopted unless it receives a yes vote from a majority of the administrative representatives that is in good standing at the time the vote is taken.
- (e) The Board may provide for officers and rules of procedure at meetings, and for policies used for METCAD operation not inconsistent with the Agreement.

Section 3. METCAD Board Functions and Duties.

- (a) It shall be the function and duties of the METCAD Policy Board to:
 - (1) By at least three-quarters (3/4) vote, concur in the Lead Agency's designation of METCAD Director;
 - (2) By the affirmative vote of a majority of the administrative representatives of the parties, annually approve METCAD's operating budget, including but not limited to all expenditures relating to physical facilities and equipment, and approve amendments to said budget and expenditure as from time to

time deemed necessary by the parties. The vote taken is not subject to the quorum requirements;

- (3) Approve METCAD mission, goals and objectives by at least a majority vote;
 - (4) By the affirmative vote of a majority of the administrative representatives of the parties, approve the funding formula to determine the parties' share of expenses for METCAD operations annually. The vote taken is not subject to the quorum requirements;
 - (5) Approve contracts with other governmental entities to provide some or all of METCAD services on a contractual basis for a fee by at least a majority vote;
 - (6) Designate the Lead Agency by at least a three-fourths (3/4) vote, provided that no member 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 for at least one hundred eighty (180) days notice prior to the beginning of the next fiscal year; and
 - (7) Approve the addition of new parties to this Agreement in accordance with this Agreement, by unanimous vote of the administrative representatives of the parties.
- (b) METCAD Policy Board meetings shall be scheduled at least quarterly by the Director. Other meetings may be called at the request of the Board Chair or any two (2) members.

Section 4. METCAD Created. 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, METCAD, a metropolitan computer-aided dispatch system. METCAD is to provide and operate a coordinated public safety dispatching system utilizing a central computer coordinated dispatch center, and coordinated dispatching staff. METCAD shall continuously provide such dispatching services in accordance with this Agreement. Service from METCAD and access to METCAD communications systems and equipment shall be in accordance with this Agreement. METCAD shall be an operating department of the Lead Agency, subject to the Lead Agency's policies and procedures, except as otherwise specified in this Agreement.

Section 5. Lead Agency Designated. The Lead Agency shall initially be the City of Champaign, Illinois, subject to any subsequent change approved by the Board.

Section 6. Lead Agency Duties. The Lead Agency shall be responsible for the overall operation of METCAD and its affairs in accordance with this Agreement and the mission, goals and objectives approved by the METCAD Policy Board. These duties include, but are not limited to:

- (a) Employing and supervising all personnel assigned to METCAD, including, but not limited to, the METCAD Director, in accordance with the Lead Agency's policies and procedures, including but not limited to hiring, firing, discipline, establishing incentives, benefits, negotiation with unions and all other employment decisions;
- (b) Incurring and paying, on behalf of the parties and in accordance with this Agreement and METCAD's approved budget, all METCAD expenses;
- (c) Entering into all contracts, leases and procurement agreements in accordance with this Agreement and the approved budget and the policies and procedures of the Lead Agency;
- (d) Providing all personnel administration, financial support staff, insurance, legal advice and management support and services in accordance with this Agreement and the approved budget and the Lead Agency and METCAD Board policies;
- (e) Billing and collecting from each party its share of the cost of METCAD's operations as provided in this Agreement and the approved annual budget;
- (f) Establishing and implementing policies and procedures to achieve the mission, goals and objectives of METCAD;
- (g) Directing the management and supervision of all employees assigned to METCAD in accordance with the policies and procedures of the Lead Agency;
- (h) Supervising the development of a proposed annual operating budget and administer the approved budget and expenditures in accordance with this Agreement;
- (i) Providing staff support to the METCAD Policy Board, and bring policy issues to the Board as appropriate;
- (j) Expending funds in accordance with METCAD's approved budget. Purchasing procedures shall be in accordance with the approved METCAD budget and the policies and procedures of the Lead Agency

and shall be in lieu of any other approvals by the METCAD Board. The Lead Agency shall be entitled to reimbursement for the costs it incurs in performing these functions, which costs shall be included in METCAD'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 7. Dispatch Services. The Lead Agency shall consult with each member agency, from time to time, in developing procedures for service in connection with accessing information and communicating through METCAD, in accordance with the policies and operating budget as approved by the METCAD Policy Board or specified in this Agreement.

Section 8. METCAD Services. The Lead Agency, through METCAD, shall provide the following services to each party:

- (a) Standardized computer-aided dispatch services twenty-four (24) hours every day with fire, police, and emergency medical services and the NCIC connection for police provided by the member agencies. This shall include service through mobile data terminals with the capacity for integration with dispatching and access to LEADS services by the State;
- (b) Enhanced 9-1-1 service;
- (c) The capacity for standardized, centralized public safety agency records services on an automated basis for each member's public safety agencies;
- (d) Review, evaluate and respond to special service requests and service complaints by each member agency and each user agency;
- (e) Respond to complaints and requests by persons about METCAD activities;
- (f) Establish policies which conform with all laws and public safety agency requirements regarding security and confidentiality of information acquired or generated by METCAD;
- (g) Manage and maintain all facilities and equipment assigned or owned on behalf of METCAD;
- (h) Provide training to employees assigned to METCAD;

- (i) Perform such other services for the parties as directed by the METCAD Policy Board from time to time to the extent said services are properly funded in the current METCAD budget.

All such services shall be provided by the Lead Agency on behalf of all parties to this Agreement in accordance with this Agreement. The Lead Agency will establish performance standards for these services which it shall endeavor to achieve in accordance with and subject to this Agreement. All activities of METCAD shall be subject to the policies and procedures of the Lead Agency and its rules and regulations as it shall establish from time to time, to the same extent as if it was a department of the Lead Agency, except to those matters assigned or under the control of the METCAD Board or as specified in this Agreement.

Section 9. Finances / Termination of Participation of Member / Failure to Approve Budget.

- (a) Each party shall be responsible for a pro-rata share of METCAD's operating budget and expenses based on the cost-sharing formula attached hereto and incorporated by reference herein as "Attachment A, or as hereinafter amended by a unanimous vote of the administrative representatives of the parties as provided for in this Agreement.
- (b) In the event the METCAD Board is unable to approve an annual budget for a particular fiscal year in accordance with the procedures set forth herein, then the most recent budget approved by the Board shall be deemed, by operation of this Agreement, to be automatically approved and implemented for that fiscal year.
- (c) The Lead Agency shall maintain financial records regarding METCAD operations and finances in accordance with generally accepted governmental accounting principles, which records shall be available at the Lead Agency's finance offices for inspection during regular business hours.
- (d) The Lead Agency shall invoice each member agency for its share of METCAD costs on the first day of each quarter for the next quarter's service.
- (e) Member agencies shall pay said bills within thirty (30) days of receipt of an invoice for the same. METCAD's 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 METCAD.

- (f) 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) For purposes of this Section and Section 13, due to the limitation of appropriation and spending authority as established in the Counties Code, the Champaign County Sheriff is not a party.

Section 10. Fiscal Year. METCAD's fiscal year shall be from July 1 to June 30.

Section 11. Equipment. Use and Ownership: Loaned Equipment.

- (a) All equipment purchased for METCAD shall be purchased, utilized and disposed of by the Lead Agency and held in trust for METCAD's use. It shall be recorded and identified as METCAD Agreement property, separate from other Lead Agency property. Prior to dissolution of METCAD, all proceeds from the sale of any METCAD Agreement property shall be devoted solely to the operation of METCAD.
- (b) Such property as is loaned to METCAD by a member agency shall continue to be owned by that member agency, and the Lead Agency shall keep written records of such loaned equipment. If the member agency owning loaned equipment wishes to withdraw it from METCAD service, that party may do so provided that if in the opinion of the METCAD Director the property is essential to METCAD and requires replacement to ensure consistency and proper functioning of METCAD, then such loaned equipment shall be withdrawn only after providing a reasonable notice of withdrawal to the other parties.

Section 12. Termination by Parties.

- (a) A party may terminate its participation in this Agreement on July 1 of any year by giving written notice to each of the other parties. Such notice shall be at least eighteen (18) months before the desired termination date.
- (b) If a party to this Agreement is in default of its payment obligations, the METCAD Policy Board may so declare and terminate dispatching 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 METCAD Policy Board shall be issued by the Lead Agency. The defaulting party shall continue to be responsible to pay its assigned share of the cost of METCAD as determined in accordance

with this Agreement for the ensuing eighteen (18) months following the termination of dispatch services. If the defaulting party, within the eighteen (18) month period, pays all amounts due, dispatching services to the party shall be reinstated.

Section 13. Rights of Terminating Party to METCAD Capital Assets. A party whose participation in this Agreement is terminated shall continue to maintain its financial interest in all equipment purchased for the METCAD operation. Such equipment or proceeds derived from the disposition of the equipment shall continue to be used for the continued operation of METCAD until METCAD is dissolved.

Section 14. Dissolution. It is the intent of the parties to maintain METCAD as a continuing operation. However, should any of the parties elect to withdraw its participation in and support of METCAD, then METCAD may continue in operation for the benefit of the remaining parties if a minimum of (2) two of the parties elect to continue their participation.

Section 15. Disposition of METCAD Assets Upon Dissolution. Upon dissolution of METCAD, all capital assets held in trust by the Lead Agency on behalf of the parties to this Agreement will be sold at public auction or by other means of public sale unanimously approved members in good standing at the time of dissolution, and the proceeds, after deducting all costs of sales and any unpaid obligations relating to such capital assets or operating expenses of METCAD, 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 amount of funding contributed by the parties for METCAD operations over the total period of time from May 1, 1979 to the date that METCAD is dissolved. Any one (1) or more of the parties shall have the right to purchase such capital assets at their fair market value prior to any public sale. Such fair market value shall be determined by unanimous vote of the four (4) administrative METCAD Policy Board Representatives of the City of Champaign, City of Urbana, Champaign County and the University of Illinois. If more than one (1) party wishes to purchase such assets or a particular asset, the matter will be decided by lot.

Section 16. Insurance. The Lead Agency shall procure and maintain, during the term of this Agreement and any extension thereof, sufficient property insurance to cover the replacement value of the METCAD equipment and all equipment loaned to METCAD, against all direct loss or damage. The cost of any such insurance shall be a cost of operating METCAD, 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 METCAD operations in accordance with insurance purchase standards for its other operating departments.

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. Duty of Each Member. Each member shall utilize METCAD only in accordance with METCAD policies.

Section 19. 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 20. Terms for Addition of Village of Rantoul as a Member. The addition of the Village of Rantoul as a new party to this Agreement and an Administrative Member is subject to the Village's payment of the sum of \$100,000 as an initial admission fee, to compensate METCAD for capital costs incurred by the addition of the Village. The parties hereto agree that the METCAD Capital fund shall loan the Village of Rantoul said admission fee, and the Village shall repay said loan amount, interest free, in five equal annual payments of \$20,000.00, with the first payment being due on or before [put in a date here], 2015, and each subsequent annual payment being due on or before [date] of said successive years.

Section 21. Addition of New Party by Administrative Representatives. The Administrative Representatives may, by the unanimous vote of said Representatives, approve the addition of a new party to this Agreement subject to said new party's agreement to pay an initial capital fee and monthly fees in accordance with a revised funding formula as established by said Administrative Representatives, without further amendment of the Agreement.

The METCAD Policy Board, by a majority vote, shall set the formula to determine the initial capital fees equivalent to the shares that existing members have paid since the inception of METCAD in 1979.

Section 22. Termination of Prior Agreement. Upon the taking effect of this Agreement, the prior Agreement concerning Metropolitan Computer-Aided Dispatch (METCAD), as amended, between the parties shall be terminated.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Agreement on the dates appearing below.

<p>CITY OF CHAMPAIGN</p> <p>BY: _____ City Manager</p> <p>DATE: _____</p> <p>ATTEST: _____ City Clerk</p> <p>APPROVED AS TO FORM FOR CITY:</p> <p>_____</p> <p>City Attorney</p> <p>COUNTY OF CHAMPAIGN</p> <p>BY: _____ Chairman</p> <p>DATE: _____</p> <p>ATTEST: _____ Secretary</p> <p>CHAMPAIGN COUNTY SHERIFF'S OFFICE</p> <p>BY: _____ Sheriff</p> <p>ATTEST: _____ Secretary</p>	<p>CITY OF URBANA</p> <p>BY: _____ Mayor</p> <p>DATE: _____</p> <p>ATTEST: _____ City Clerk</p> <p>APPROVED AS TO FORM FOR CITY:</p> <p>_____</p> <p>City Attorney</p> <p>THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS</p> <p>BY: _____ Comptroller</p> <p>DATE: _____</p> <p>ATTEST: _____ Secretary</p> <p>APPROVED AS TO FORM FOR BOARD OF TRUSTEES:</p> <p>_____</p> <p>Attorney for Board of Trustees</p>
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APPROVED TO FORM FOR
CHAMPAIGN COUNTY:

BY: _____
State's Attorney

VILLAGE OF RANTOUL

BY: _____
Mayor

DATE: _____

ATTEST: _____
Secretary

APPROVED AS TO FORM FOR
VILLAGE

BY: _____
Village Attorney

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