

RESOLUTION NO. 7879-R72

A RESOLUTION APPROVING AND AUTHORIZING  
THE EXECUTION OF AN AGREEMENT CONCERNING  
METROPOLITAN COMPUTER-AIDED DISPATCH

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

Section 1. That "An Agreement Concerning Metropolitan  
Computer-Aided Dispatch (METCAD) By and Between the City of Champaign,  
the City of Urbana, and the University of Illinois," a copy of which  
said Agreement is attached hereto and incorporated by reference, be  
and the same is hereby approved.

Section 2. That the Mayor of the City of Urbana, Illinois,  
be and the same is hereby authorized to execute said Agreement for  
and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this 21<sup>st</sup> day of June,  
1979.

  
Ruth S. Brookens  
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 1<sup>st</sup> day of June,  
1979.

Jeffrey T. Markland  
Jeffrey T. Markland, Mayor

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

WHEREAS, it is in the best interests of the City of Champaign, the City of Urbana, and The Board of Trustees of the University of Illinois to provide a common computer-aided police dispatch system with a central computer and dispatching center related to police and such other emergency services in the Champaign-Urbana-University community as may be mutually agreed upon from time to time; and

WHEREAS, it may be in the best interests of the City of Champaign, the City of Urbana, and The Board of Trustees of the University of Illinois to implement a 911 emergency call number and undertake further systems studies and combine or centralize other systems and services related to police and other emergency services in the Champaign-Urbana-University community; and

WHEREAS, Section 10 of Article VII of the 1970 Illinois Constitution and Chapter 127, Sections 741-748 of the Illinois Revised Statutes provide authority for intergovernmental cooperation; and

WHEREAS, equipment to be used in the furtherance and execution of METCAD operations has been procured by the City of Champaign on behalf of the parties to this Agreement pursuant to an Agreement Concerning METCAD (Metropolitan Computer-Aided Dispatch) by and between the City of Champaign, the City of Urbana, and The Board of Trustees of the University of Illinois dated March 30, 1977 and funded in accordance with Illinois Law Enforcement Commission grant Nos. 1854, 2899 and 3357, awarded August 7, 1975, December 14, 1977 and March 14, 1979, respectively.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the City of Champaign, the City of Urbana, and The Board of Trustees of the University of Illinois agree as follows:

1. Definitions.

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

(b) "METCAD" means Metropolitan Computer-Aided Dispatch, a common computer-aided police dispatch system utilizing a central computer, a common dispatch center and a common dispatching staff established by and operated pursuant to this Agreement for the benefit of Champaign, Urbana and University.

(c) "Departments" means the police departments of Champaign, Urbana and University.

(d) "Cooperative Services Administrator" (hereinafter referred to as "Administrator") means the person selected and charged by the Interagency Administrative Committee with the responsibility for the overall administration of the multi-jurisdictional programs, including METCAD, between Champaign, Urbana and University.

(e) "Interagency Administrative Committee" or "Committee" means the body established to develop cooperative approaches at the administrative level to law enforcement problems and concerns common to Urbana, Champaign and University. Such body consists of the Mayor and Administrative Officer of Urbana, the Mayor and City Manager of Champaign, the Vice Chancellor for Administrative Affairs and the Associate Vice Chancellor for Administrative Affairs--Director of Campus Security of the University of Illinois at Urbana-Champaign

(f) "Public Safety Coordinator" (hereinafter referred to as "Coordinator") means that individual selected by the Administrator with the concurrence of the Committee and charged with responsibility for supervising and providing administrative and technical direction to the intergovernmental law enforcement programs, including METCAD, of Champaign, Urbana and University, and who shall be a law enforcement supervisor for purposes of this Agreement.

(g) "Lead Agency" means the agency or jurisdiction responsible with respect to employment of METCAD personnel, paying all METCAD-related expenses, entering into all contracts, leases and other procurement agreements related to METCAD, for providing all personnel administration for METCAD personnel and billing the other parties to this Agreement for their appropriate share of the cost of METCAD operations as provided for in this Agreement.

2. Institution.

Parties agree to and do hereby establish METCAD for the purpose of providing and operating a common computer-aided police dispatch system utilizing a central computer, a common dispatch center and a common dispatching staff. METCAD shall continuously provide communication services to the parties in the manner determined by the Administrator. Service from METCAD and access to METCAD communications systems and equipment by the parties or by employees of the parties shall be in accord with policies established by the Committee and rules promulgated by the Administrator, or his delegate, consistent with said policies.

3. Lead Agency.

Champaign agrees to be and is hereby designated the "Lead Agency".

4. Reporting Channel.

METCAD shall be under the direct supervision of the Coordinator who shall be responsible to the Administrator. The Administrator shall receive policy supervision with regard to METCAD from the Committee.

5. Function of Committee.

The Committee shall provide the policy direction for administrative decision making for METCAD. It shall by a two-thirds vote designate the person to serve as the Administrator and advise Champaign with regard to the person to be appointed Coordinator. It shall upon unanimous vote approve the METCAD operating budget and all METCAD capital expenditures, including all expenditures related to physical facilities and purchase of equipment, and shall determine such needs and policies for METCAD as hereinafter provided.

6. Policy and Budget Approval.

METCAD policies shall be approved by the Committee by majority vote except as otherwise provided for herein. The METCAD operating budget shall be subject to approval by a unanimous vote of the Committee and approved as required by the governing body of the Lead Agency. All expenditures not provided for in the approved METCAD operating budget must be approved by a unanimous vote of the Committee and approved as required by the governing body of the Lead Agency.

7. Coordinator's Authority.

Coordinator is hereby given authority to direct and supervise all METCAD personnel and to take appropriate personnel actions consistent with personnel policies of Champaign. Coordinator will develop procedures and internal operating policies for operation of METCAD consistent with the needs of the parties, shall prepare a proposed METCAD operating budget and administer

the approved METCAD operating budget.

8. Personnel.

All METCAD personnel, including the Coordinator and those subordinate to the Coordinator, shall be employees of Champaign. The salaries, wages, employee benefits and personnel policies for such employees shall be those of Champaign and all personnel actions taken by the Coordinator shall be consistent with personnel policies and practices of Champaign.

9. Equipment.

All equipment purchased for METCAD shall be specifically recorded and identified as METCAD equipment and held in trust by Champaign in the name of all parties to this Agreement. Subsequent equipment purchases shall be subject to approval by the unanimous vote of the Committee and shall be paid for by the parties to this Agreement on a pro rata basis to be determined by the Committee by unanimous vote, all in accordance with Section 6 of this Agreement.

10. Fiscal Year.

The fiscal year for the operation of METCAD shall be July 1 through June 30.

11. Finances.

During the initial fractional fiscal year and the first full fiscal year of this Agreement, the expenses of operation METCAD shall be borne by the parties on a percentage basis calculated on the basis of the number of police officers employed by each department. This rate shall be 48.7% for Champaign, 28.6% for University, and 22.7% for Urbana. For the fiscal year commencing July 1, 1980 and each fiscal year thereafter, the percentage of the METCAD operating expenses that each party shall bear will be determined by a unanimous vote of the Committee. Champaign shall maintain records in accordance

with sound accounting principles of the cost of operating METCAD, which records shall be available at Champaign's municipal offices for inspection by a duly authorized agent or employee of a party to the METCAD Agreement during regular business hours. Champaign shall be allowed reasonable compensation for its costs with respect to METCAD, including a reasonable sum for Champaign's administrative expenses in providing accounting, financial and personnel services to METCAD, and shall invoice the parties for their share of METCAD operating costs on the first day of each fiscal quarter. Invoices shall be paid within 30 days of receipt. The financial records relating to METCAD shall be audited annually as determined by the Committee and the costs of the audit shall be considered an operating cost of METCAD.

12. Loaned Equipment.

Any party to this Agreement may upon consent of the Committee loan property or equipment essential to or desirable for the operation of METCAD for use by any or all of the parties. Such property or equipment shall continue to be owned by the loaning party but the loaning party shall provide the other parties with a written description of the loaned property for their records and for METCAD records to be maintained by Champaign. If the party owning loaned property wishes to withdraw it from service, that party may do so but if the loaned property is in the opinion of the Administrator essential to METCAD and requires replacement to ensure the consistency and proper functioning of METCAD, such loaned equipment shall be withdrawn only after providing reasonable notice of withdrawal to the other parties.

13. Termination by Parties.

A party may terminate its participation in METCAD on July 1 of any year by giving written notice to each of the other parties. To the extent possible, such notice will be given 12 months but not less than 30 days before

the desired termination date. Notwithstanding any contrary provision in this Agreement, a party may, at its option, by 30 days prior written notice to the other parties, terminate the term of this Agreement as of the end of any month during the term hereto if the funds for the purposes of this Agreement have not been authorized and appropriated and allocated by it to fund this project. However, each party will use its best efforts to obtain authorization and appropriations of such funds including, without limitations, the inclusion in its budget request for each fiscal year during the term hereof, a request for adequate funds to meet its obligations in full. Furthermore, participation in METCAD by any of the parties shall automatically be terminated 30 days after receiving notice of default of that party's obligations under this Agreement. Such notice of default shall be issued by the Committee. The terminated or terminating party shall pay its proportionate share of the cost of METCAD in accordance with Section 11 hereof, until the effective date of termination. The terminating party shall be entitled to the continued use of radio equipment purchased from funds from Illinois Law Enforcement Commission grant No. 3357 and assigned to the parties and to access and use of the METCAD computer through its own terminal after terminating its participation in METCAD. Such continued use shall be subject to established policies for METCAD computer operations as approved by a unanimous vote of the Committee and to the payment by the terminating party of its share of the costs of maintaining and programming the computer.

14. Rights of Terminating Party to METCAD Capital Assets.

A party terminating its participation in this Agreement shall continue to maintain its interest in all equipment purchased for METCAD. Such equipment shall continue to be used for the continued operation of METCAD.



15. Dissolution.

It is the intent of the participants to maintain METCAD as a continuing operation. However, should one of the parties elect to withdraw its participation in and support of METCAD, METCAD may continue in operation for the benefit of the two remaining parties. If two or more of the parties elect to withdraw, METCAD will be dissolved.

16. Disposition of METCAD Assets Upon Dissolution.

Upon dissolution of METCAD all capital assets held in trust by Champaign on behalf of the parties to this Agreement, except for loaned equipment, will be sold 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 average rate at which funding for METCAD operations was provided by each of the parties over the total period of time the Agreement was in effect. Any one 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 Committee. If more than one party wishes to purchase such assets or a particular asset, the matter will be decided by lot.

17. Insurance.

Champaign shall procure and maintain, during the term of this Agreement and any extension thereof, sufficient 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 Section 11 hereof.

18. 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 Sections 6, 7 and 9 of the Agreement.

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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Agreement as of the 1st day of May, A.D. 1979.

APPROVED:

CITY OF CHAMPAIGN

By *Eugene Miller*  
City Manager

Attest *Constance Steppig*

\_\_\_\_\_  
For Chancellor

\_\_\_\_\_  
Business Office

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

CITY OF URBANA

By \_\_\_\_\_  
Mayor

Attest \_\_\_\_\_

THE BOARD OF TRUSTEES OF THE  
UNIVERSITY OF ILLINOIS

By \_\_\_\_\_  
Comptroller

Attest \_\_\_\_\_  
Secretary