

RESOLUTION NO. 2019-08-032R

**A RESOLUTION TO APPROVE AN INTERGOVERNMENTAL
AGREEMENT**

(GIS Consortium Base Station Agreement)

WHEREAS, the City of Urbana, Illinois (“City”) is a home rule unit of local government pursuant to the Illinois Constitution of 1970 and the Illinois Municipal Code. ILCS Const. Art. 7, § 6; 65 ILCS 5/1-1-9; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* enable the City to enter into intergovernmental agreements with other units of local government including Champaign County, the City of Champaign, and the Village of Savoy; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* enable the City and other units of local government to form consortiums to share and carry out functions that the City and such other units of local government are authorized to perform; and

WHEREAS, in 2013, the City, Champaign County, the City of Champaign, the Village of Savoy, and the Champaign County GIS Consortium entered into a five-year Base Station Intergovernmental Agreement to provide for funding in order to maintain a GIS base station on the University of Illinois Urbana-Champaign campus; and

WHEREAS, the aforesaid agreement has expired and the parties thereto seek to renew the said agreement in substantially the manner and form of the exhibit appended hereto and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana,

Champaign County, Illinois, as follows:

Section 1.

The aforesaid Intergovernmental Agreement shall be and hereby is authorized and approved in substantially the form and substance as the exhibit appended hereto and made a part hereof.

Section 2.

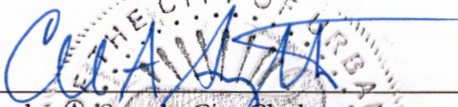
The City Administrator of the City of Urbana, Illinois, shall be and hereby is authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement in substantially the form and substance appended hereto and made a part hereof.

PASSED BY THE CITY COUNCIL this 3rd day of September, 2019.

AYES: Brown, Hazen, Hursey, Jakobsson, Miller, Wu

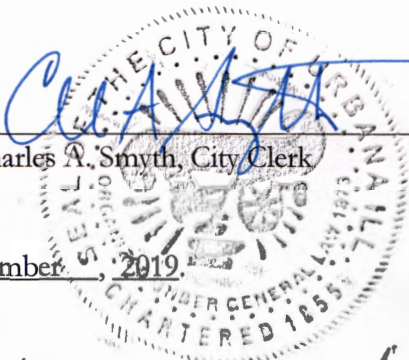
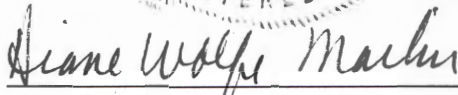
NAYS:

ABSTENTIONS:



Charles A. Smyth, City Clerk

APPROVED BY THE MAYOR this 4th day of September, 2019.

Diane Wolfe Martin, Mayor

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

THIS AGREEMENT by and between **Urbana-Champaign Sanitary District** whose office is located at 1100 E University Avenue, Urbana, IL 61803, 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 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 30th of each and every year of the agreement term, commencing September 30, 2019 and continuing through September 30, 2023. The annual payments equate to one-fourth of the cost incurred under the Memorandum.

In consideration for the aforesaid respective payments, the Participants shall be entitled to use the GPS base station correction signal generated as part of the GPS Survey Base Station.

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 meet 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 meet 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.

City of Urbana

By: Carol J. Mitten 10.21.19
Carol Mitten, Interim Director of Public Works date

City of Urbana Resoluitiion 2019-08-032R

Village of Savoy

By: _____
Richard Helton, Village Manager date

Champaign County GIS Consortium

By: _____
Darlene Kloeppe, Chief Executive Officer date

Appendix A

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:

PROJECT 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 Issues. In the event the primary authorized University representative cannot be contacted, CCGISC shall notify the secondary 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, 2019 and each year thereafter of the MOU.
- C) In recognition of the University's 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:

Mike Marquissee
Utilities and Energy Services, Facilities and Services
University of Illinois
1501 South Oak Street
Champaign, IL 61820
217-333-4909 direct
mlmarqui@illinois.edu

Secondary Authorized University Contact:

Chad Kupferschmid
Facilities Information Resources Facilities and Services
1501 S. Oak Street
217-244-0407 direct
cakupfer@illinois.edu

Copy to:

Bruce Walden
506 South Wright
Suite 208
Urbana, IL 61801 217-244-8496

CCGIS:

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.champaign.il.us

Copy to:

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

Darlene Kloeppe
Champaign County Chief Executive Officer
1776 E. Washington Street
Urbana, IL 61802
dkloeppe@co.champaign.il.us

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 witness to their agreement, the Parties have executed this document this
_____ day of _____ 2019.

THE BOARD OF TRUSTEES OF THE UNIVERISTY OF ILLINOIS

By: _____
Comptroller

Date: _____

Approved as to form:

Office of University Counsel

By: _____
Utilities and Energy Services, Facilities and Services

Champaign County GIS Consortium

By: _____
Darlene Kloepfel, Champaign County Chief Executive Officer