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

INTERGOVERNMENTAL AGREEMENT
FOR GEOGRAPHIC INFORMATION SYSTEM SERVICES
BETWEEN CHAMPAIGN COUNTY GIS CONSORTIUM AND VERMILION COUNTY 9-1-1

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter "the Agreement") is entered by and between the **Vermilion County, IL 9-1-1** (hereinafter "Vermilion 911") and the Champaign County Geographic Information Consortium (hereinafter "CCGISC") (collectively "the Parties") on the date that it is fully executed by the Parties.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, CCGISC and Vermilion 911 wish to cooperate to provide Vermilion 911 with GIS services.

NOW, THEREFORE, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq., and in consideration of the terms, conditions and covenants contained herein, or attached hereto and incorporated by reference, the Parties agree as follows:

1. <u>Employment of CCGISC</u>: Vermilion 911 hereby agrees to engage CCGISC, and CCGISC hereby agrees to perform requested GIS services mutually agreed to by both Parties.

2. <u>Cooperation of Vermilion 911</u>: Vermilion 911 will make available at no cost to CCGISC network access and/or information/data in the possession of Vermilion 911 that is required to complete GIS related services.

3. <u>Personnel</u>: CCGISC represents that it has, or will secure, personnel required to perform services mutually agreed to under this contract.

4. <u>Scope of Services</u>: CCGISC will provide GIS services and data hosting as described in the Scope of Services at Appendix A.

5. <u>Quality Control</u>: CCGISC follow the workflow and quality control processes as required by the State of Illinois Next Generation 9-1-1 Initiative. In addition, CCGISC will utilize GIS best practice techniques when creating, reviewing, or maintaining data for Vermilion 911. These best practice techniques include topology and data integrity checks. Final approval of all data is the responsibility of Vermilion 911.

6. <u>Data Ownership</u>: All data or data layers produced specifically for Vermilion 911 under the scope of this Agreement shall be the property of Vermilion 911. Vermilion 911 will grant to CCGISC the right to store its data on CCGISC computers for the term of this Agreement. The data produced specifically for Vermilion 911 under the scope of this Agreement shall not be distributed by CCGISC in any form or to any entity without the consent of Vermilion 911, unless otherwise required by law. This does not pertain to any CCGISC source data used as a reference to complete the Scope of Services at Appendix A. After termination of this Agreement, CCGISC will, upon direction of Vermilion 911, remove all Vermilion 911 data from CCGISC computers.

7. <u>Compensation</u>: Vermilion 911 agrees to pay CCGISC for GIS related tasks and services based on the fees found at Appendix A. The fees consider staff salaries and/or hardware and software costs. Costs may increase or decrease due to salary changes and/or hardware/software costs. CCGISC shall notify Vermilion 911 of any fee changes at the beginning of each term. Services will be charged as rendered; annual fees shall be collected from Vermilion 911 by CCGISC at the beginning of each term.

8. <u>Term</u>: The initial term of this Agreement shall begin on February 1, 2024, and end on June 30, 2024. Thereafter, the Agreement shall automatically renew from July 1st though June 30th of each subsequent year unless terminated for cause or convenience pursuant to Paragraph 9 or 10 herein.

9. <u>Termination of Agreement for Cause</u>: If for any cause, CCGISC shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if CCGISC violates any of the covenants, agreements, or stipulations of this Agreement, Vermilion 911 shall thereupon provide written notice to CCGISC of its intent to terminate and the specific details of the default and reason for termination. CCGISC shall have ten (10) business days from the receipt of notice to cure any default or any longer period of time to which the Parties agree in writing. If CCGISC fails to cure the default to Vermilion 911's satisfaction, Vermilion 911 may exercise its right to terminate the Agreement under this paragraph. The annual fee shall be prorated based on the hours of work completed at the date of termination and returned to Vermilion 911. Should the number of work hours exceed the number of hours used to calculate the annual fee, no funds shall be returned to Vermilion 911.

   Likewise, if for any cause, Vermilion 911 shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if Vermilion 911 violates any of the covenants, agreements, or stipulations of this Agreement, CCGISC shall thereupon provide written notice to Vermilion 911 of its intent to terminate and the specific details of the default and reason for termination. Vermilion 911 shall have ten (10) days from the receipt of notice to cure any default or any longer period of time to which the Parties agree in writing. If Vermilion 911 fails to cure the default to CCGISC's satisfaction CCGISC may exercise its right to terminate the Agreement under this paragraph. The annual fee shall be prorated based on the hours of work completed at the date of termination and returned to Vermilion 911. Should the number of work hours exceed the number of hours used to calculate the annual fee, no funds shall be returned to Vermilion 911.

10. <u>Termination of Agreement for Convenience</u>: This Agreement may be terminated by either party at any time by a notice in writing to the other party at least thirty (30) calendar days before such termination. Once the Agreement is terminated as provided herein, any annual fees shall be prorated based on the date of termination and returned to Vermilion 911.

11. <u>Notice</u>: For purposes of notice under this Agreement, including Paragraph 9 and 10 herein, notice to each party shall be sent as follows:

    To CCGISC via US Mail to: CCGISC, 1776 East Washington Street, Urbana, Illinois 61803-7760; and
    Via email to: Director of CCGISC, lbrehob-riley@co.champaign.il.us

    To Vermilion 911 via US Mail to: Vermilion 9-1-1, 2 East South Street, Danville, Illinois 61832; and
    Via email to: Director of Vermilion 911, jthompson@dpbc.net

    The addresses and email addresses above may be amended from time-to-time by mutual agreement of the Parties in writing.

12. <u>Indemnification</u>: Vermilion 911 shall indemnify, defend and hold harmless CCGISC and any of their members, directors, officers, employees, agents and representatives from and against any and all liability, loss, costs, causes of actions, demands, attorney fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against CCGISC that arises solely from an act, failure or omission on the part of CCGISC or any of their members, officers, employees, agents, representatives, and volunteers in carrying out the terms of this Agreement.

CCGISC shall indemnify, defend and hold harmless Vermilion 911 and any of its members, directors, officers, employees, agents, representatives, and volunteers from and against any and all liability, loss, costs, causes of actions, demands, attorney's fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against Vermilion 911 that arises solely from an act, failure or omission on the part of CCGISC or any of their members, directors, officers, employees, agents and representatives in carrying out of the terms of this Agreement.

13. <u>Insurance</u>: Each party shall obtain and maintain at its own expense appropriate insurance providing coverage for comprehensive general liability and professional liability, having such limits and deductibles, and upon such terms and conditions, as are common and customary.

14. <u>Data Access</u>: If applicable, every effort will be made to ensure Vermilion 911 is able to access any data stored on the CCGISC servers or hosted by CCGISC 7 days a week, 24 hours a day, including holidays. Exceptions include periods of preventive or remedial maintenance and/or operational or security issues. CCGISC will not be liable, financially or otherwise, for periods of inaccessibility.

15. <u>Changes</u>: Vermilion 911 may, from time to time, request changes in the services of CCGISC to be performed hereunder. Such changes, which are mutually agreed upon by and between Vermilion 911 and CCGISC, shall be incorporated in written amendments to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by its officers as of the date first written above.

Vermilion County 9-1-1

BY: Wm. Patrick Hartshorn
Title: Chairman
Signature:
2-1-24
Date:
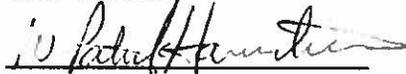
CCGISC

BY: Steve Summers
Title: *Champaign County Executive*
Signature:
02/08/2024
Date:
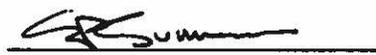
Appendix A

1.0   SCOPE OF SERVICES

Vermilion 911 has identified the need for consistent, continuous, and centralized GIS support and guidance related to the State of Illinois Next Generation 9-1-1 (NG-911) initiative.

1.1   GIS Services

CCGISC agrees to perform tasks related to the NG-911 initiative for Vermilion 911, including, but not limited to, the following:

1. **Data Maintenance and Creation**

   The development and maintenance of database views, data layers, and tables for Vermilion 911 for NG-911 project and/or Computer Aided Dispatch (CAD) system.

2. **Script Development and Scheduled Tasks**

   Scripts and scheduled tasks are utilized for quality control, data creation, and data distribution.

3. **General GIS Technical Support**

   GIS technical support is provided to Vermilion 911 staff to assist with project implementation and general GIS tasks.

1.2   CCGISC Data Hosting Resources

CCGISC will utilize its SQL Server and/or Enterprise Geodatabase to house, create, and maintain data layers and/or SQL views for Vermilion 911. The extent of usage shall be re-evaluated on an annual basis as project goals and details evolve. At a minimum, CCGISC shall utilize its SQL Server to create views that reference the Vermilion 911 source data. SQL Server views provide the flexibility to alter the output schema of the Vermilion 911 source data to the required NG 911 format without necessarily having to update the data.

Vermilion 911 shall grant CCGISC with the appropriate access and view-only permissions, including, but not limited to, network, firewall, and database, to create CCGISC housed views necessary to streamline the process of reporting the required NG 911 data to the State.

2.0   FEES

CCGISC proposes to perform the above-described services based on the fees as described below.

2.1   GIS Services

The staff billable rates listed by staff classification are calculated from the staff pay rates and indirect fees. The GIS Programmer will be responsible for the initial set-up and creation of SQL Server views. Other tasks assigned to most appropriate staff member as determined by CCGISC Director.

Staff Classification	Hourly Billable Rates* (July 1, 2023 – June 30, 2024)
GIS Technician	$42.66
GIS Specialist	$49.02
GIS Analyst	$63.74
GIS Programmer	$71.19
GIS Manager	$85.45

Hourly cost rates are subject to change on July 1st, the beginning of each term. Changes are due to staff changes, salary increases or decreases, or changes in benefits. CCGISC shall notify Vermilion 911 of any rate changes prior to the beginning of each term.

2.2   Data Hosting

Costs associated with data hosting are derived from software and hardware costs based on the estimated percentage of server usage. Costs subject to change at the beginning of each term, fluctuations based on % usage, software, and server costs.

Estimated Server Costs

2% of $12,000 is $240; $240/4 = $60.................   **$60.00 / year**
       Servers are purchased on a 4-year rotation.

Annual Software Costs

2% of $6,155.00..   **$123.10 / year**

Annual Data Hosting Fee: _$183.10_