

TORNADO SIREN INTERGOVERNMENTAL AGREEMENT

This agreement is made and entered into on the date it is first fully executed by the parties hereto, by and between the City of Champaign, Illinois, a municipal corporation, (hereinafter referred to as the "Champaign"), and the Metropolitan Computer-aided Dispatch Agency, an intergovernmental agency, (hereinafter referred to as "METCAD"); Champaign County, Illinois, a body corporate and politic, (hereinafter referred to as the "County"); and the City of Urbana, Illinois, a municipal corporation, (hereinafter referred to as "Urbana"); and the Village of Savoy, Illinois, a municipal corporation, (hereinafter referred to as "Savoy"); the Board of Trustees of the University of Illinois, a body corporate and politic, (hereinafter referred to as "the University"); collectively referred to as "the Parties" and each individually and generically, a "Party."

Recitals

WHEREAS, the County is a unit of local county government, a body corporate and politic, within the State of Illinois; and

WHEREAS, Urbana and Champaign are municipal corporations, bodies politic, and home rule units of government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, Savoy is a municipal corporation and body politic, and

WHEREAS, METCAD is an intergovernmental agency formed pursuant to the Intergovernmental Cooperation Act; and

WHEREAS the University is a body corporate and politic of the State of Illinois; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois, 1970, and Section 9 of the Intergovernmental Cooperation Act (5 ILCS 220/1-9) provide authority for

local governments to contract or otherwise associate among themselves to obtain and share services and exercise, combine or transfer any power or function in any manner not otherwise prohibited by law or ordinance; and

WHEREAS, the County, Champaign, Urbana, Savoy, the University, and METCAD desire to upgrade their emergency siren system based on a polygon system and activation through a computer-based system that would require upgrading to digital operations 39 sirens located in Champaign, Urbana, Savoy and on property of the University; and

WHEREAS, the Parties are desirous of acquiring software and equipment that would allow for a digital automated warning system for the Champaign-Urbana-Savoy area in which alerts are originated by the National Weather Service; and

NOW THEREFORE, in consideration of the mutual benefits accruing to the Parties, the Parties agree as follows:

Terms of Agreement

Section 1. Recitals The recitals set forth above are incorporated by reference into these terms of agreement.

Section 2. The County's Responsibilities. The County agrees to contract with Federal Signal Safety and Security Systems, Inc. ("the Vendor") at its initial expense for system upgrades that include: software for the siren system; software for the dispatch/computers; subscription for polygon alerting; two digital encoders; programming of encoders; field service. The County further agrees to contract with the Vendor for ongoing yearly maintenance for the software and any system upgrade. The County agrees to pay such initial expenses and ongoing maintenance costs with the understanding that Champaign, Urbana, Savoy and the University will reimburse the County their pro rata shares as set forth in Exhibit A (attached).

Section 3. Champaign's Responsibilities. Champaign agrees to repay the County for its initial expense and any ongoing expense for the initial upgrade and the ongoing yearly maintenance of software on a pro rata basis. The formula for repaying the County shall be the total cost paid by the County to the Vendor divided by the total number of sirens of the Parties multiplied by the number of sirens belonging to Champaign. Champaign also agrees to house and keep in good condition the backup encoder at its Fire Station 1 or other suitable place as Champaign may, from time to time, designate.

Section 4. Urbana's Responsibilities Urbana agrees to repay the County for its initial expense and any ongoing expense for the initial upgrade and the ongoing yearly maintenance of software on a pro rata basis. The formula for repaying the County shall be the total cost paid by the County to the Vendor divided by the total number of sirens of the Parties multiplied by the number of sirens belonging to Urbana.

Section 5. Savoy's Responsibilities. Savoy agrees to repay the County for its initial expense and any ongoing expense for the initial upgrade and the ongoing yearly maintenance of software on a pro rata basis. The formula for repaying the County shall be the total cost paid by the County to the Vendor divided by the total number of sirens of the Parties multiplied by the number of sirens belonging to Savoy.

Section 6. The University's Responsibilities. The University agrees to repay the County for its initial expense and any ongoing expense for the initial upgrade and the ongoing yearly maintenance of software on a pro rata basis. The formula for repaying the County shall be the total cost the County paid to the Vendor divided by the total number of sirens of the Parties multiplied by the number of sirens belonging to the University.

Section 7. METCAD'S Responsibilities. METCAD agrees to house the encoder and make it available 24 hours a day, seven days per week. In the event the sirens must be manually sounded, METCAD agrees to work with the Regional Emergency Coordination Group to maintain standard operating procedures for sounding an alert.

Section 8. Other Expenses. In the event that partners agree on other expenses for upgrade or maintenance of siren software, Champaign, Urbana, Savoy and the University agree to pay them in the same proportion as the ongoing maintenance expenses provided for in Sections 3, 4, 5, and 6 of this Agreement.

Section 9. Indemnification. Champaign, Urbana, Savoy and the University shall be solely responsible for the cost and maintenance of the software and hardware for the above-described alert system upgrade. They are each responsible for upgrading the sirens in their control and shall remain obligated to the County for the cost of software or system-wide expenses as provided in this agreement, whether or not they are able to take full advantage of them. Champaign, Urbana, Savoy and the University agree to indemnify, hold harmless and defend the County in the event of any contract dispute with the Vendor.

To the fullest extent permitted by law, each Party (an "Indemnifying Party") shall, at its sole expense, indemnify and defend each other Party from and against all claims for damage to property or injury to persons, including death, to the extent proximately caused by the act or omission of the Indemnifying Party and arising out of or relating directly or indirectly to this agreement.

Section 10. Notices. Any and all notices, demands or communications required to be given hereunder shall be in writing and sent by certified mail, return receipt requested:

a. To METCAD as follows: Director, METCAD, 1905 East Main Street, Urbana, IL 61802, or at such other place as METCAD may designate hereafter in writing.

b. To Champaign as follows: City Manager, 102 N. Neil Street, Champaign, IL. 61820.

c. To the County as follows: County Executive, 1776 E. Washington, Urbana, IL 61802

d. To Urbana as follows: Mayor, City of Urbana, 400 S. Vine Street, Urbana, IL 61801

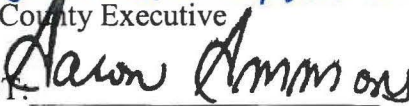
e. To the University as follows: University of Illinois, Senior Associate Chancellor for Administration & Operations, Swanlund Administration Building, 601 W. John St., Champaign, IL 61820

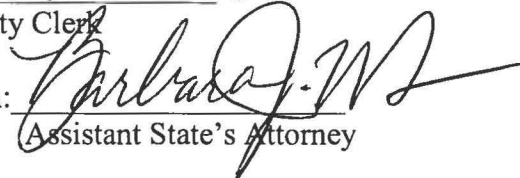
f. To Savoy as follows: Village Administrator, 611 N. Dunlap, Savoy, IL 61874

The Parties, pursuant to authority given by their respective governing bodies, have caused these presents to be executed by their duly authorized signatories, duly attested as required, on the dates set forth below.

COUNTY OF CHAMPAIGN, ILLINOIS

By:  Date of County Executive Signature: 9/5/19
County Executive

ATTEST: 
County Clerk

Approved as to form: 
Assistant State's Attorney

- a. To METCAD as follows: Director, METCAD, 1905 East Main Street, Urbana, IL 61802, or at such other place as METCAD may designate hereafter in writing.
- b. To Champaign as follows: City Manager, 102 N. Neil Street, Champaign, IL. 61820.
- c. To the County as follows: County Executive, 1776 E. Washington, Urbana, IL 61802
- d. To Urbana as follows: Mayor, City of Urbana, 400 S. Vine Street, Urbana, IL 61801
- e. To the University as follows: University of Illinois, Senior Associate Chancellor for Administration & Operations, Swanlund Administration Building, 601 W. John St., Champaign, IL 61820
- f. To Savoy as follows: Village Administrator, 611 N. Dunlap, Savoy, IL 61874

The Parties, pursuant to authority given by their respective governing bodies, have caused these presents to be executed by their duly authorized signatories, duly attested as required, on the dates set forth below.


COUNTY OF CHAMPAIGN, ILLINOIS


By: _____ Date of County Executive Signature: _____
County Executive

ATTEST: _____
County Clerk

Approved as to form: 
Assistant State's Attorney

CITY OF CHAMPAIGN, ILLINOIS

By:  Date of City Manager Signature: 9/5/19
City Manager

ATTEST: 
City Clerk

Approved as to form: Tonh
Assistant City Attorney

CITY OF URBANA, ILLINOIS

By: _____ Date of City Manager Signature: _____
City Manager

ATTEST: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

VILLAGE OF SAVOY, ILLINOIS

By: _____ Date of Village President Signature: _____
Village President

ATTEST: _____
Village Clerk

Approved as to form: _____
Village Attorney

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: _____ Date of Signature: _____

Approved as to form: _____
University Counsel

METCAD

By: _____ Date of Director Signature: _____
Director of METCAD

ATTEST: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Approved as to form: _____

Assistant City Attorney

CITY OF URBANA, ILLINOIS

By: _____

Mayor

Date of Signature: 9.17.2019

ATTEST: _____

City Clerk

VILLAGE OF SAVOY, ILLINOIS

By: _____

Village President

Date of Village President Signature: _____

ATTEST: _____

Village Clerk

Approved as to form: _____

Village Attorney

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: _____

Date of Signature: _____

Approved as to form: _____

University Counsel

METCAD

By: _____

Director of METCAD

Date of Director Signature: _____

ATTEST: _____

City Clerk

Approved as to form: _____

Assistant City Attorney

Approved as to form: Tom
Assistant City Attorney

CITY OF URBANA, ILLINOIS

By: _____ Date of City Manager Signature: _____
City Manager

ATTEST: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

VILLAGE OF SAVOY, ILLINOIS

By: Joan Dykstra Date of Village President Signature: 9-4-2019
Village President

ATTEST: Billie J. Krueger
Village Clerk

Approved as to form: [Signature]
Village Attorney

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: _____ Date of Signature: _____

Approved as to form: _____
University Counsel

METCAD

By: _____ Date of Director Signature: _____
Director of METCAD

ATTEST: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

METCAD

By: Ralph Caldwell Date of Director Signature: 9/19/19
Director of METCAD

ATTEST: Marilyn L. Benks
City Clerk

Approved as to form: Tom L
Assistant City Attorney

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By:  Date of Signature: 9/3/19

Avijit Ghosh, Comptroller

Approved as to form: _____
University Counsel

 Justin Johnston
Sr. Associate Dir.

Exhibit A - Champaign, Urbana, University of Illinois, Savoy Siren Group Upgrade

On August 13-14, 2018, Braniff Communications did an onsite assessment of all the sirens in Champaign, Urbana, University of Illinois, and Savoy. This was to determine what upgrades would be needed if our area wanted to go to a polygon system (more targeted area) and activation through a computer-based system.

A total of 39 sirens were inspected for the status of the sirens and their potential capability for digital communications. Automatic polygon alerting cannot be done without upgrading the sirens to digital operations. At a minimum software must be installed/updated on all sirens, certain sirens need motherboards to be upgraded (board upgrade includes more acknowledgement of activation), new encoders must be installed along with system software upgrades and a subscription service to do polygon alerting and remote alerting by app/phone. Note; software upgrade, not the subscription, includes the ability for dispatcher and EMA to activate sirens via an icon on designated computers.

Initial invoices will be sent by Champaign County to participating partners upon contracting with vendor, to be paid by December 15, 2019. In succeeding years, annual invoices will be sent by Champaign County to participating partners in June, to be paid by August 30.

Below is a breakdown of the costs and financial impact to each agency if a full upgrade of the system were to take place.

System upgrades

Software for the siren system	\$6,702
Software for dispatch/computers	\$3,292
Subscription for polygon alerting	\$3,750
Digital encoders (2) MECAD & back-up	\$5,502
Programming of encoders (2)	\$2,040
Field service	\$1,400
Subtotal	\$22,686

Breakdown by percentages (number of sirens) for system upgrades

Champaign	\$8,725 (15 sirens)
Urbana	\$8,144 (14 sirens)
University of Illinois	\$4,072 (7 sirens)
Savoy	\$1,745 (3 sirens)
Subtotal	\$22,686

Ongoing yearly maintenance of Software for system upgrade **\$3,750**

Breakdown by percentages (number of sirens) for on-going maintenance

Champaign	\$1,442	(15 sirens)
Urbana	\$1,346	(14 sirens)
University of Illinois	\$673	(7 sirens)
Savoy	\$289	(3 sirens)

Required computers are not included and to be customer-supplied.

Sales Taxes, if applicable, are not included and will be additional.

Permits, bonds, licenses and fees, if applicable and required, are not included and will be additional.

Summary:

Upgrades to the system would allow for better siren monitoring, siren maintenance reports/issue alerting, and alerting history. It would be consistent with the way the NWS does the cellphone alerts by polygon and it would give jurisdictions more flexibility with activations. All jurisdictions would need to participate since the siren system is integrated.