

**ORDINANCE OF THE COUNTY BOARD
OF
KANKAKEE COUNTY, ILLINOIS**

Ordinance #: 02-02-13-464

**RE: ORDINANCE ESTABLISHING A GIS COMMITTEE AND
APPROVAL OF FORM OF CONTRACT**

WHEREAS the County Board established a "GIS Task Force" (Res. #: 00-05-09-075) to develop an Implementation Plan for county-wide Geographic Information System for Kankakee County, Illinois.

WHEREAS, the Task Force, in its Implementation Plan (December, 1999), ~~the Task Force~~ recommends that "[A] formal GIS Committee be formed to oversee the development of the project" stating that "[T]he work of forming the GIS Committee will have to be done by members of the current GIS task force."

WHEREAS, the Task Force recommendations are attached hereto as Exhibit A and incorporated herein.

WHEREAS, the Task Force advises that certain government entities have indicated a willingness to participate as a Foundation Member during the Construction Phase of the GIS System, and recommends the adoption of the form of Agreement attached hereto and incorporated herein as Exhibit B, subject to modification of general terms for public and private entities.

WHEREAS, the Task Force has made its recommendations to the Finance Committee of the Kankakee County Board, and the Finance Committee concurs with the Task Force and recommends that the County Board

1. Establish a Kankakee County GIS Committee pursuant to the terms identified as Exhibit A attached hereto and made a part hereof; and
2. Approve the form of agreement attached hereto as Exhibit B and made a part hereof.

NOW, THEREFORE, BE IT ORDAINED that by the County Board of Kankakee County that a Kankakee County GIS Committee is hereby established pursuant to the terms and conditions described on Exhibit A attached hereto and incorporated herein.

NOW THEREFORE BE IT FURTHER ORDAINED that appointments to the GIS committee shall be made before or at the next County Board meeting, and upon the appointment of the two County Board Members and the three

Department Heads to the Kankakee County GIS Committee, the GIS Task Force shall cease to exist.

NOW THEREFORE BE IT ORDAINED FURTHER that the Form of Agreement attached hereto as Exhibit B and incorporated herein is hereby approved, and that absent significant substantive changes and with the advice of the State's Attorney, the County Board Chairman has authority to execute the same.

The County Board of Kankakee County thanks the members of the GIS Task Force for their time and efforts.

Adopted this 13th day of February, 2002.

Karl Kruse, Chairman

ATTEST:

Bruce Clark, County Clerk

DATE	<u>2/13/02</u>
ACTION	<u>MOTION</u>
	<u>ADOPTED</u>

EXHIBIT A

(Recommendations of GIS Task Force)

1. The County shall continue to serve as lead agency for the creation, implementation, administration, and management of the county-wide GIS.
2. The Committee shall be referred to as the *Kankakee County GIS Committee* and shall serve as an advisory body and shall make recommendations concerning the county-wide GIS to the Kankakee County Board.
3. The Kankakee County GIS Committee shall be comprised of not more than nine (9) voting members, to-wit: Two (2) County Board members; three (3) County Department heads (or their designees); and up to four (4) participants who meet or exceed a Foundation Class Membership. Foundation Class Membership requires a participant to contribute a total ~~eight~~ eighty thousand (\$80,000.00) dollars (a minimum of twenty-thousand and 00/100 (\$20,000.00) dollars for a minimum of four years) during the Construction Phase of the GIS System, as more fully defined in the proposed GIS Organizational Guidelines attached hereto as Attachment No.1 and incorporated herein.
4. The Organizational Guidelines attached hereto as Attachment No.1 be adopted to the extent that they are not inconsistent with this Ordinance. The GIS Committee is immediately charged with review of the Guidelines and By-laws and shall develop and recommend details and amendments to the guidelines and by-laws, as needed, to the County Board. The Committee shall make its first report to the County Board within 120 days of the adoption of the Ordinance.
5. The County Board Chairman, with the advise and consent of the County Board, shall appoint the County Board members who will serve on the GIS Committee. The Board Members shall serve two (2) year terms.
6. The County Board Chairman shall appoint the Department Heads (or their designees). The Department Heads shall serve for four year terms.
7. A Foundation Member shall begin his four (4) term upon execution of a contract with Kankakee County wherein the participant commits to the payment \$80,000.00 (\$20,000.00 per year for four consecutive years) and shall serve for a term of four years from the date of their first appointment. In the event there are more than four participants eligible for Foundation Class, the Kankakee County GIS Committee may make a recommendation to the County Board to amend the membership by-laws. Foundation Member shall designate one (1) individual to represent the Member on the Kankakee County GIS Committee.
8. Vacancies shall be declared at the expiration of a term of appointment,

expiration of term of office of employment with the County, or upon resignation or death of the member. Appointments to fill vacancies shall be made in the same manner as herein described for the appointment of original GIS committee members.

9. The Kankakee County GIS Committee herein described shall remain in full force and effect through the Construction Phase of the GIS System. The Kankakee County GIS Committee, as defined herein, shall cease to exist upon completion of the Construction Phase of the county-wide GIS System. The Construction Phase is defined as through the development of the eight layers of the GIS System. Prior to the completion of the Construction Phase the Kankakee County GIS Committee shall make recommendation to the County Board as to the future structure of a post-Construction GIS Committee, including membership, contribution, responsibilities and benefits.

10. The GIS Task Force shall conclude its duties and cease to exist upon the appointment of five of the nine GIS Committee members.

Respectfully submitted,

The GIS Task Force
February 13, 2002

ATTACHMENT No. 1

GIS Committee Organizational Guidelines

1. Kankakee County GIS Committee Membership

The Kankakee County GIS Committee will be comprised of a variety of persons representing different constituencies throughout the County. In broad terms, these constituencies will consist of representatives from *County Government*, (board members and department heads), *Municipal Government* (cities and villages), and *Other Affiliations* (private sector or other public agencies not included under the *County* or *Municipal* category).

Membership in the GIS Committee will be divided into three (3) membership levels: *Foundation Class*, *Primary Class* and *Active Class*. Membership in the classes is determined by meeting or exceeding minimum contributions for that class.

2. Voting and Non-Voting Members

The Kankakee County GIS Committee will consist of a maximum of nine (9) voting members. Five (5) of these members will represent Kankakee County government and will consist of two (2) County Board members and three (3) County Department heads. The remaining members, up to a maximum of four (4), will consist of project participants from the *Municipal* and *Other Affiliation* constituent categories who meet or exceed *Foundation Class* criteria (see Section 4 below for these criteria). In the event that more than 4 participants from the *Municipal* and *Other Affiliation* constituencies meet the criteria for *Foundation Class* membership, the County reserves the right to select which participants would be eligible to serve.

Non-voting membership is assigned to participants who belong to the *Primary* or *Active* membership classes. Although *Primary* and *Active* members do not have a vote, their input can nevertheless be very influential on voting members.

3. Membership By-laws

Foundation members (Class A)

Rights:

- ☐ Voting member of GIS Committee
- ☐ Full access to framework data layers on an 'as updated' basis
- ☐ No-charge use of Committee's GPS equipment and technical assistance

Responsibilities:

- ☐ Participant responsibility: minimum of \$20,000 per year during construction phase

Membership Classes:

A-1: Municipalities

A-2: Other Affiliations

Primary members (Class B)

Rights:

- ☐ Non-voting member of GIS Committee
- ☐ Full access to framework data layers on an 'as-updated' basis
- ☐ Reduced-charge use of Committee's GPS equipment and technical assistance

Responsibilities:

- ☐ Participant responsibility: minimum of \$10,000 per year during construction phase

Membership Classes:

B-1: Municipalities

B-2: Other Affiliations

Active members (Class C)

Rights:

- ☐ Non-voting member of GIS Committee
- ☐ Limited access to framework data layers - quarterly updates via email or FTP; annual updates on CD-ROM
- ☐ Full-charge use of Committee's GPS equipment and technical assistance

Responsibilities:

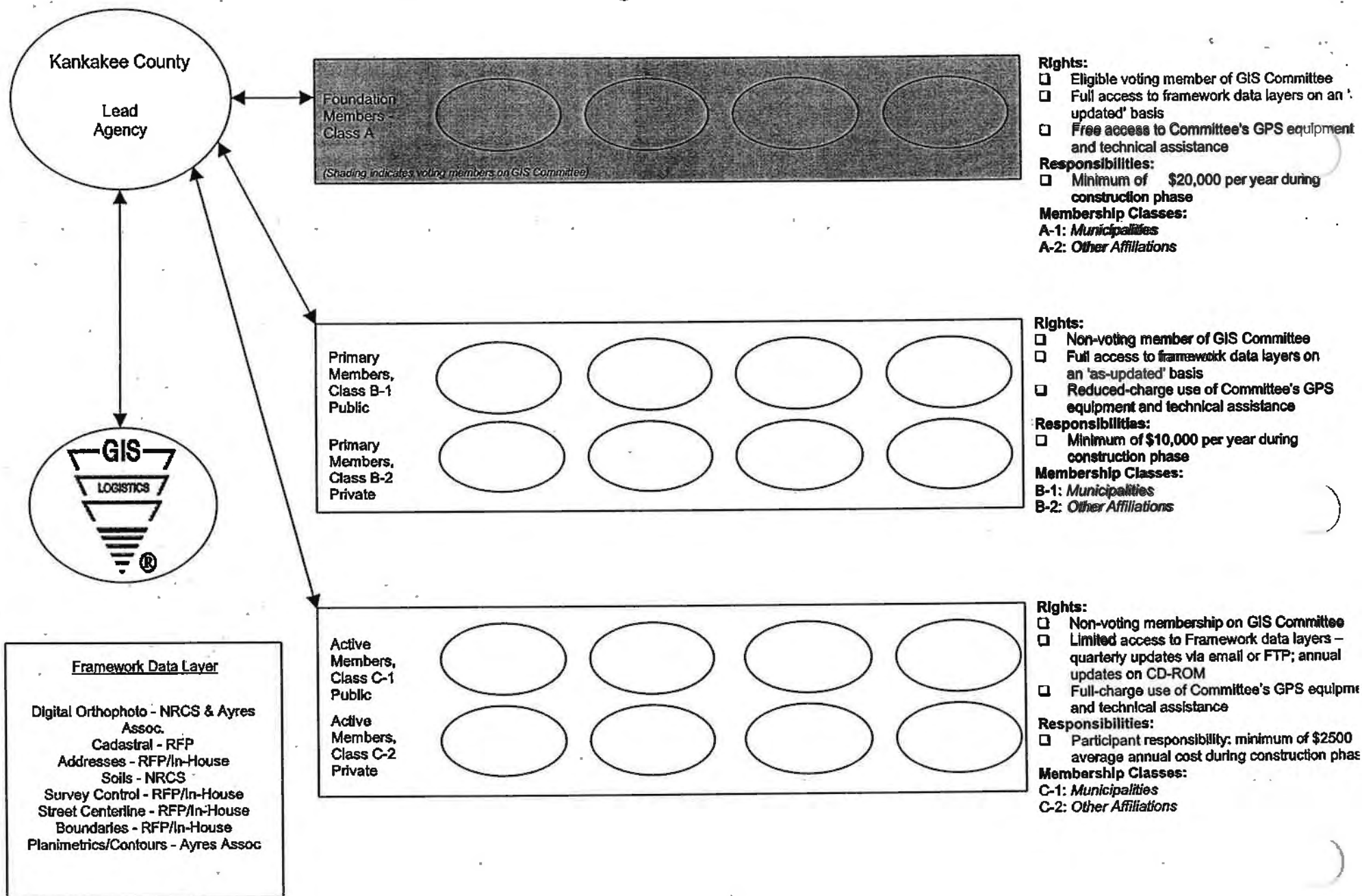
- ☐ Participant responsibility: minimum of \$2,500 per year during construction phase

Membership Classes:

C-1: Municipalities

C-2: Other Affiliations

Contractual Linkages - Kankakee Co. GIS



**INTERGOVERNMENTAL AGREEMENT REGARDING A
GEOGRAPHIC INFORMATION SYSTEM (GIS)
BETWEEN THE COUNTY OF KANKAKEE, ILLINOIS AND
_____, ILLINOIS**

THIS AGREEMENT is entered into by and between the COUNTY OF KANKAKEE, ILLINOIS, 189 E. Court Street, Kankakee, Illinois, hereinafter "County" and the _____ hereinafter "Member".

WHEREAS, units of local government are authorized by Article VII, Section 10 of the Constitution of the State of Illinois (1970) to enter into agreements among themselves to carry out the purposes of local governments; and

WHEREAS, the County is a unit of local government established under the authority of the County Code of Illinois, 55 ILCS 5/1-1001, *et seq.*

WHEREAS, the Member is a unit of local government established under the authority of the Illinois Municipal Code, 65 ILCS 5/1-1, *et. seq.*; and

WHEREAS, County has determined that there is a need for the implementation of a coordinated county-wide Geographic Information System (GIS) as described in the Geographic Information System Formal Implementation Plan for Kankakee County Illinois, dated December, 1999, hereinafter "Plan", and

WHEREAS, several municipalities within the County are entertaining the idea of creating their own, independent GIS in the immediate future and the creation of such system would be isolated from each other and a duplication of time and resources, and

WHEREAS, County and Member find that it is in their respective bests interests to enter into an agreement for the purpose of creating a coordinated county-wide GIS with the Member contributing funds to be applied to the costs of creating, operating and maintaining such GIS; and

WHEREAS, the County Board of Kankakee County established a GIS Committee, which is an advisory body and shall make recommendations concerning the countywide GIS to the County Board.

WHEREAS, the Plan recommends that the County shall serve as lead agency for the creation of said county-wide GIS and County is willing to assume such lead role as agency with certain administrative recommendations to be made by the GIS Committee.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the recitals of fact herein above set forth, and other good and valuable consideration, the parties agree as follows:

1. Contributions. Member shall contribute the minimum sum eighty thousand and 00/100 (\$80,000.00) dollars [twenty thousand and 00/100 (\$20,000.00) annually for four consecutive years] during the Construction Phase. Member will be billed on an annual basis in accordance with this agreement and payment shall be made within sixty (60) days of billing. An amount of \$ _____ will be the



11. **Accuracy of Data.** County assumes no responsibility as to the accuracy of the data or products or as to modifications made by any Member in the course of the use of data or products. County makes no warranty, express or implied, including the warranties of merchantability and fitness for a particular purpose, or assumes any legal liability or responsibility for the accuracy, functioning, completeness, or usefulness of the data or products.
12. **Indemnification.** All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities of the Member shall be the sole responsibility of the Member and not the responsibility of the County and Member shall indemnify County from all such loss. All liability, loss or damage as a result of claims, demands, costs, or judgments arising solely out of activities of the County shall be the sole responsibility of the County and not the responsibility of Member and County shall indemnify Member from all such loss.
13. **Assignment.** This Agreement may not be assigned, transferred, or in any way disposed of by either party without first have obtained written approval of the other.
14. **Amendment.** This Agreement may be amended by written Agreement executed by both parties.
15. **Authorization.** Each party warrants to the other that it has taken all corporate actions necessary for the authorization, execution, delivery, and performance of this Agreement and that each is ready to perform its obligations. The parties further warrant to each other that the person signing this Agreement on their behalf is authorized and empowered to do so.

THIS AGREEMENT entered into this 15 day of _____, 2002.

County of Kankakee, Illinois, "County"

By: Karl Kruse
Kankakee County Board Chairman

ATTEST:

Bruce Clark
Kankakee County Clerk

_____, "Member"

By: _____

ATTEST:

Clerk

installment for calendar year 2002. Payment shall be made payable to the Kankakee County GIS Fund.

2. **Lead Agency Responsibilities.** The County, as lead agency, shall be responsible for the administrative and adjunct services of the GIS, including taking legislative and administration actions pertaining to the GIS, management of the GIS, recording keeping, correspondence, document maintenance, general information dissemination to the public. The County, as lead agency, shall establish a Kankakee County GIS Fund wherein all contribution and user fees collected on behalf of the GIS shall be deposited for use for GIS purposes only. The County shall be responsible for the management of the GIS Fund, including accounting for receipts, payments of claims and disbursements from the fund.
3. **GIS Committee Membership.** Contribution to the GIS of \$20,000 per year for four consecutive years, during the Construction Phase of the GIS, beginning 2002 entitles the Member to a Foundation Class Membership as defined in Ordinance No.: _____ adopted February 13, 2002 by the Kankakee County Board. The terms, conditions, rights, and responsibilities of parties contained in the Ordinance, exhibits and attachments shall be made a part of this Agreement and are incorporated into this Agreement by reference.
4. **Composition of the GIS.** The GIS Committee shall be composed of members as stated in aforesaid Kankakee County Board Ordinance No.: _____. The GIS Committee shall advise and make recommendations to the Kankakee County Board for the creation and maintenance of a coordinated county-wide Geographic Information System (GIS) composed of eight framework information layers, including: digital orthophoto, cadastral, addresses, soil, survey control, street centerline, boundaries, and planimetrics/contours.
5. **Negation of Partnership.** The parties agree that this venture is not a partnership and will not be governed by the partnership laws of any country or state.
6. **Sharing of Grants.** The sharing of costs incurred in creation and maintenance of a county-wide GIS, among all the Members, will reduce the burden of costs for singular Members. It is mutually agreed by Members of the GIS Committee that grants, from outside agencies, in excess of nine thousand, nine hundred and ninety nine and 00/100 (\$99,999.00) shall be received by GIS Committee for the implementation of said GIS and shall be credited to the Kankakee County GIS Fund for the overall cost of said GIS to reduce the costs incurred by all GIS Committee Members. Grants for the

implementation of said GIS of nine thousand, nine hundred and ninety-nine and 00/100 or less would remain under that receiving Committee Member's sole authority.

7. **Default.** In the event the County defaults under this Agreement, Member's sole remedy shall be the return of any unused portion of funds that it has contributed hereunder. In the event Member defaults under this Agreement, Member shall be liable for all actual damages suffered by the County and/or the GIS Committee or its Members.
8. **Mediation.** The parties intend to avoid major differences between themselves in the conduct and creation of the GIS. The parties intend that the contract terms of this agreement will control the parties' rights and obligations with respect to operations of the venture. Concerning matters not specifically controlled by the terms or that the parties are unable to reach agreement on, the parties agree to submit their differences for determination by a mediator. The parties shall request the services of the Federal Mediation and Conciliation Service (FMCS). Should mediation fail, the parties shall request the FMCS to submit list of seven (7) arbitrators. The parties shall alternately strike the names of three (3) arbitrators, with the County taking the first strike. The arbitrator shall be notified of his selection by joint letter from the parties.
9. **Termination.** This Agreement shall be terminated upon the completion of the Construction Phase of the countywide GIS or on the fourth anniversary of the execution of this Agreement, which occurs first. Early completion of the GIS Construction Phase shall not negate Member's financial obligations to contribute a minimum of \$80,000 over four consecutive years to the GIS Fund, as heretofore stated.
10. **Use of Data.** The data, products or any derivative thereof provided by the County or the GIS Committee to Member shall be used for Member's purposes only and the Member shall not sell, transfer or otherwise provide or publish said data, products, or derivatives thereof obtained through this Agreement for any purpose, to any other municipality, agency, person, corporation or entity without the express written consent of the County (Lead Agency). Any data or product received by Member pursuant to this Agreement, including any that is modified or merged into another computer file or program by Member, or that is integrated with other programs or data to form derivative products shall continue to be subject to the provisions of this Agreement during the term of the Agreement and after the termination of this Agreement.