

INTERGOVERNMENTAL AGREEMENT
FORMING AND EMPOWERING THE WINNEBAGO COUNTY
GEOGRAPHIC INFORMATION SYSTEM,
WinGIS

This intergovernmental agreement is made and entered into by: the County of Winnebago, the City of Rockford, the Rockford Park District, the Rock River Water Reclamation District, the City of Loves Park, the Village of Machesney Park, the North Park Public Water District, and the Village of Cherry Valley. This agreement seeks to establish a cooperative intergovernmental framework for the purpose of coordinating, creating, staffing, funding and maintaining a comprehensive geographic information system.

WITNESSETH THAT:

WHEREAS accurate, detailed, up-to-date and comprehensive data on the community's infrastructure, facilities, land uses, property divisions and natural resources and hazards, including their precise geographical locations, is essential; and

WHEREAS technology, in the form of computer hardware, software and data communications, is now available to facilitate the development of information storage and delivery systems that can encompass the above-cited data needs and deliver that data efficiently; and

WHEREAS the RATS Policy Committee commissioned a study of the above-cited data needs and data technology and said study, conducted by PlanGraphics, Inc., resulted in the development of the WinGIS Implementation Plan; and

WHEREAS the WinGIS Technical Committee, an advisory body comprised of managerial and technical representatives from nearly all major governmental service agencies in the Rockford urbanized area, worked closely with PlanGraphics in the development of the WinGIS Implementation Plan and endorses the Plan; and

WHEREAS the laws of the State of Illinois, specifically Article VII, Section 10, of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., permit two or more public agencies to contract for the purposes set forth herein.

NOW, THEREFORE, IT IS AGREED BY AND AMONG THE PARTIES HEREIN THAT:

ARTICLE 1: NAME

Upon ratification of the intergovernmental agreement, hereafter referred to as the Agreement or the WinGIS Agreement, by the legislative authorities of all participating entities, those being the County of Winnebago, the City of Rockford, the Rockford Park District, the Rock River Water Reclamation District, the City of Loves Park, the Village of Machesney Park, the North Park Public Water District, and the Village of Cherry Valley (all in Illinois), a joint GIS planning and implementation organization called the Winnebago County Geographic Information System known as the acronym WinGIS is hereby formed with the purposes, powers and duties, and structure set forth below.

ARTICLE 2: PURPOSE

WinGIS is created to perform and carry out a continuing, cooperative, comprehensive program for development and maintenance of a GIS in accordance with applicable laws, policies and procedures, with the cooperation and assistance of its members. Unless otherwise specified by subsequent amendments, the duties of WinGIS shall include:

1. The development and maintenance of a GIS plan including strategies to make more efficient use of existing personnel and data.
2. Implementation of said GIS plan and maintenance of the resulting GIS system and base data.

ARTICLE 3: ORGANIZATION AND GENERAL POWERS AND DUTIES

1. WinGIS consists of a Policy Committee, a Technical Committee, and other standing or temporary/special purpose committees as needed to carry out the duties and functions of WinGIS.
2. For administrative purposes, a local Lead Agency shall be designated. Unless otherwise changed by the Policy Committee, the Lead Agency for WinGIS shall be the Region 1 Planning Council (R1PC).
3. WinGIS planning is guided by the Policy Committee which has final authority over all matters within the jurisdiction of WinGIS.
4. The Technical Committee provides technical information, advice and recommendations to the Policy Committee, and conducts or oversees the technical planning and implementation functions and duties of WinGIS.
5. The WinGIS Director is hired/fired by the R1PC Executive Committee or Director with the advice, consultation and consent of the WinGIS Policy Board.
6. Staff of the R1PC shall serve as staff to the WinGIS Policy Committee, under management provided by the R1PC Executive Director and WinGIS Director.

7. The WinGIS Director is the Chairman of the Technical Committee and shall designate alternates to act as Technical Committee Chairman in his/her absence.
8. The WinGIS Director schedules meetings, prepare agendas, issue notices, prepare minutes and generally ensure that all meetings are conducted in accordance with the Illinois Open Meetings Act.
9. The designated Lead Agency shall be responsible for administrative services including but not limited to coordination of human resources, payroll, finance, benefits, IMRF and legal services as well as adjunct services of WinGIS, including record keeping, correspondence, local funding disbursement and management, document maintenance, general information dissemination to the public, and other supportive services.
10. The designated Lead Agency shall provide preliminary assurance as needed, of matching funds sufficient to capture available State and Federal Funding for GIS purposes (with actual match to be provided by agencies or entities using said funds).
11. After approval of the Policy Committee, the designated Lead Agency shall enter into contracts on behalf of WinGIS as needed.
12. All participating entities agree to provide to WinGIS all data relevant to WinGIS with the exception of restricted data.
13. All participating entities agree to fund WinGIS based on the allocation formula contained in Article 7 below.

ARTICLE 4: POLICY COMMITTEE MEMBERSHIP

The Policy Committee shall consist of the one representative from each of the following public agencies:

1. Winnebago County
2. City of Rockford
3. Rockford Park District
4. Rock River Water Reclamation District
5. City of Loves Park
6. Village of Machesney Park
7. North Park Public Water District
8. Village of Cherry Valley

ARTICLE 5: POWERS AND DUTIES OF THE POLICY COMMITTEE

1. The WinGIS Policy Committee retains the final authority over the actions of the WinGIS Director, work of the WinGIS organization, and WinGIS budget.
2. It will be the responsibility of the Policy Committee to develop and approve formal agreements for participating agencies.
3. The Policy Committee is responsible for establishing goals and objectives, policy, priorities, and procedures.
4. The Policy Committee is responsible for approving the WinGIS annual work plan.

5. The Policy Committee approves plans and budgets and ensures the availability of functional, technical, human and organizational resources to carry out implementation of adopted plans.
6. The Policy Committee has the authority to determine membership changes or additions to the Technical Committee.
7. The Policy Committee has the power to establish and appoint members to other temporary or special purpose committees as needed to carry out the duties of WinGIS. Membership on these committees may consist of individuals or come from organizations not otherwise represented on the Technical or Policy Committees. The business of said temporary or special purpose committees shall be conducted in a manner similar to that outlined for the Technical Committee and as further directed by the Policy Committee.
8. The Policy Committee annually elects a Chairman and a Vice Chairman from its membership. Said election shall occur at the last Policy meeting of the fiscal year to take effect with the new fiscal year.
9. The Policy Committee has the authority to enact by-laws governing or directing the activities and procedures of WinGIS and expand upon the terms of the Agreement, provided such by-laws do not conflict with the terms of this Agreement.
10. Subject to approval by the Policy Committee, WinGIS, acting through the Lead Agency, is empowered to enter into contracts and agreements with units of Federal, State and local government, private corporations, not-for-profit organizations, partnerships and individuals for purposes within the authority of WinGIS.
11. Subject to approval of the Policy Committee the Lead Agency, on behalf of WinGIS, is empowered to receive grants, loans, gifts, bequests and funding from Federal, State and local units of government and from public and private sources.

ARTICLE 6: SUGGESTED MEMBERSHIP CRITERIA AND TERMS - POLICY COMMITTEE

New members may be added to the Policy Committee by simple amendment to this Agreement. However, it is agreed the following criteria are suggested when considering new Policy Committee membership:

1. The existing members and the petitioning entity must reach mutual agreement regarding voting powers and any other factors considered relevant. Decisions on issues involving the use of funds shall continue to require a majority approval of no less than three-fourths (3/4) of the total Policy Committee membership, including two (2) of the four (4) largest – indicated by financial contribution - participating agencies.
2. The entity desires membership and makes a formal written request to the Policy Committee for consideration of membership and agrees to annual funding formula of WinGIS.
3. The entity must have a minimum population of at least 5,000.
4. The entity shall pay a one-time entrance fee in addition to their portion of the WinGIS annual budget as determined by the WinGIS allocation formula. The aforementioned one-time payment may be spread across multiple fiscal years. During that period and until the payment is

completed, the new member is allowed voting privileges but cannot serve as committee Chair or Vice Chair.

ARTICLE 7: FUNDING ALLOCATION

1. Shared costs are those which all participants to this Agreement will pay based on the allocation formula. They are to cover all operating costs.
2. Shared costs will be allocated based on the following formula, which may be modified by unanimous vote of the Policy Committee: See exhibit A.
3. Dedicated costs are those costs incurred by individual participants to operate and maintain WinGIS within their own organizations. These include, but are not limited to, hardware, software and training costs. These are to be paid internally by each entity through their normal budget process.

ARTICLE 8: TECHNICAL COMMITTEE MEMBERSHIP

Unless otherwise expanded or modified by further action of the Policy Committee, the Technical Committee consists of one authorized representative from each of the following public agencies involved in the use of WinGIS or planning for its use:

1. Winnebago County
2. City of Rockford
3. Rockford Park District
4. Rock River Water Reclamation District
5. City of Loves Park
6. Village of Machesney Park
7. North Park Public Water District
8. Village of Cherry Valley

ARTICLE 9: POWERS AND DUTIES OF THE TECHNICAL COMMITTEE

1. The Technical Committee provides technical advice and recommendations to the Policy Committee on all matters pertaining to the technical functions of WinGIS and on other related matters referred to them by the Policy Committee.
2. Technical Committee meetings will be structured similar to Policy with one voting and one proxy member designated and approved by the Policy Committee representative from each respective WinGIS agency.
3. Any resolutions presented to the Technical Committee shall be voted on in the final format. In addition, the Technical Committee's vote record - listed by each agency - shall be included in the Policy resolution.

4. This committee participates in the evaluation of the procurement for services related to hardware and software selection, data conversion and vendor selection necessary for implementation as a shared cost.
5. The Technical Committee establishes and appoints members to other temporary or special purpose committees as needed to carry out the duties of the Technical Committee. Membership on these committees may consist of individuals or come from organizations not otherwise represented on the Technical Committee or Policy Committees. The business of said temporary or special purpose committees shall be conducted in a manner similar to that outlined for the Technical Committee and as further directed by the Technical Committee.
6. Other responsibilities include standards development and budget preparation.

ARTICLE 10: NEW MEMBERSHIP CRITERIA AND TERMS - TECHNICAL COMMITTEE

Technical Committee entities may occasionally need to be changed or added to in response to changes in local government needs. The Policy Committee, by unanimous agreement of its members, shall have the authority, without qualification, to change or add Technical Committee entities. The Policy Committee may also appoint new Technical Committee entities by simple majority vote if the entity meets all of the following criteria:

The entity is (a) a special purpose unit of government, or; (b) a city or village, or; (c) a public utility, or; (d) a corporation operating under a franchise agreement.

ARTICLE 11: MEETINGS - VOTING – MISCELLANEOUS

1. The Policy Committee meets regularly. The Policy Committee Chairman or, in the absence of the Chairman, the Vice Chairman, has the authority to cancel or reschedule Policy Committee meetings, to call special or emergency meetings, to continue meetings, or to change the schedule of regular meetings, as needed to conduct the business of WinGIS.
2. The Technical Committee meets regularly. In regard to the Technical Committee meetings, the Chairman of the Technical Committee has the authority to cancel or reschedule meetings, to call special or emergency meetings, to continue meetings or to change the schedule for regular meetings, as needed to conduct the business of WinGIS.
3. A quorum of the Policy or Technical Committees and/or any other temporary or special purpose committee established under the powers established herein, consists of a majority of the committee's members, respectively; unless otherwise determined by the Policy or Technical Committee.
4. Policy Committee actions on issues which determine the use or allocation of funds require an affirmative vote of no less than three-fourths (3/4) of Policy Committee members, including two (2) of the four (4) largest – indicated by financial contribution - participating agencies. Unless

otherwise more strictly specified in other parts of this Agreement, all other issues shall be decided by a simple majority vote of the quorum present for the meeting.

5. Formal minutes of all meetings of the Policy Committee, Technical Committee and other special standing or temporary committees are to be kept.
6. All meetings are open to the public with appropriate public notice, held in places accessible to the handicapped, and conducted in accordance with the Illinois Open Meetings Act.
7. Voting and representation through another person authorized to act for a member (proxy) is permitted on the Policy Committee. Authorization must be in the form of a written statement from the official member giving the proxy. Such authorization may be permanent or limited at the discretion of the official member granting the proxy. Absentee voting is not allowed - this includes video and teleconferencing.
8. Proxy voting and representation is permitted on the Technical Committee, to the extent needed. Written authorization is not required, but new persons or persons not normally representing member agencies announce which member agency they are authorized to represent at the start of the meeting. Absentee voting is not provided for and no single person may represent or vote for more than one member agency at any given meeting.
9. The business of the Policy and Technical Committee meetings is conducted in accordance with the following and in the same order of priority to avoid conflict: (a) state law; (b) the terms of this Agreement; (c) applicable by-laws of WinGIS, if any and (d) Roberts Rules of Order.
10. Appropriate Committee actions are made in the form of written resolutions approved or denied through formal motions at the meetings. At the discretion of the Chairman, simpler Policy Committee actions or directions to the Technical Committee, Program Manager or staff may be made in the form of motions. All official actions and the votes thereon shall be recorded in the minutes. Most Technical Committee actions will be in the form of motions which make recommendations or deliver information to the Policy Committee.

ARTICLE 12: EQUAL OPPORTUNITY ASSURANCE

The participants of this Agreement hereby certify the following:

1. That they shall not discriminate against any employee of WinGIS or applicant for employment by WinGIS because of race, age, sex, color, disabilities, national origin or any other class protected by federal or state law;
2. That they take affirmative action to ensure that applicants for employment by WinGIS are hired, managed and supervised without regard to race, age, sex, color, disabilities, national origin or any other class protected by federal or state law;
3. That they state that all qualified applicants will receive consideration for employment without regard to race, age, sex, color, disabilities, national origin or any other class protected by federal or state law; and

4. That they incorporate the foregoing requirements of this paragraph in all WinGIS contracts for program work and will require its contractors, if any, for such work to incorporate such requirements in all subcontract work.

ARTICLE 13: SEVERABILITY

If any one or more of the provisions of this Agreement, or subsequent by-laws which may be added to direct or govern activities of WinGIS, or subsequent application thereof, are declared unconstitutional or contrary to law by a court of competent jurisdiction, such ruling shall not affect any other provisions of this Agreement not specifically included in such ruling or which can be given effect without the unconstitutional or invalid provision or application, and to this end, the provisions of this Agreement are declared severable.

ARTICLE 14: RATIFICATION, AMENDMENT AND TERMINATION

1. Additional parties to this Agreement may participate through adoption of an authorizing resolution or ordinance similar to those adopted by the original members; each current party to the Agreement must authorize participation of additional members through adoption of a resolution.
2. The initial term of this Agreement shall be effective upon ratification by the last participating entity and shall renew automatically for one year terms with the start of each new fiscal year thereafter unless terminated sooner as set forth herein.
3. A member must present written notice of intention to withdraw from this Agreement at least six (6) months prior to the annual automatic renewal date and such withdrawal shall be effective on the automatic renewal date.
4. Regardless of the above, this Agreement may be terminated in its entirety or amended at any time by unanimous vote of the Policy Committee.
5. In the event this Agreement is terminated in its entirety, assets of WinGIS shall be disposed of in the following manner:
 - a. All data must be distributed to each agency within sixty (60) days of termination.
 - b. All other assets shall be disposed of at a municipal public auction and proceeds distributed according to the most recent funding allocation table.

ATTEST:

COUNTY CLERK

THE COUNTY OF WINNEBAGO, ILLINOIS

Tiana McCall, Clerk of the County
Board of the County of Winnebago,

Frank Haney, Chairman of the County Board
of the County of Winnebago, IL

Illinois
City of Rockford

A handwritten signature in black ink, appearing to be "JTP", written over a horizontal line.

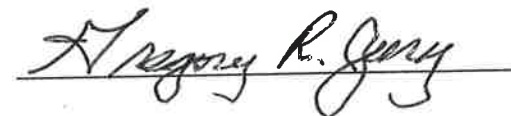
Rockford Park District

A handwritten signature in black ink, appearing to be "John C. Smith", written over a horizontal line.

Rock River Water Reclamation District

A handwritten signature in blue ink, appearing to be "J. Smith", written over a horizontal line.

City of Loves Park

A handwritten signature in black ink, appearing to be "Gregory R. Gary", written over a horizontal line.

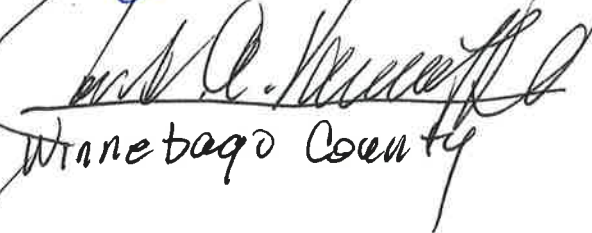
Village of Machesney Park

A handwritten signature in blue ink, appearing to be "J. D. Smith", written over a horizontal line.

North Park Public Water District

A handwritten signature in black ink, appearing to be "Jim E. Campbell", written over a horizontal line.

Village of Cherry Valley

A handwritten signature in blue ink, appearing to be "John A. Douglas", written over a horizontal line.A handwritten signature in black ink, appearing to be "Wm. A. McNeill", written over a horizontal line.
Winnebago County