

M E M O R A N D U M

TO: Laurel Lunt Prussing, Mayor

FROM: Ronald Eldridge, Comptroller

DATE: May 22, 2008

SUBJECT: An Ordinance approving and authorizing the execution of an agreement with the Illinois Law Enforcement Alarm System (ILEAS) for data processing services

Introduction and Background

The ILEAS has approached the City and requested that our Information Services Division provide certain personal computer and data processing services, on a cost-reimbursement basis. We estimate that the requested services can be provided by the additional hiring of a 3/4 F.T.E. Payments under the agreement will be retroactive to Feb. 1, 2008. Thus for the City fiscal year ended June 30, 2008, the attached budget amendment reflects 5 months.

Fiscal Impact

The City will be reimbursed costs of salary and benefits for this position as well as reimbursing the General Fund for certain overhead and fixed computer costs in the amount of \$5,500 (12 month basis).

Recommendation

Staff recommends approval of the attached agreement and budget ordinance amendment. We believe this agreement will benefit both the City of Urbana financially and also benefit the ILEAS.

ORDINANCE NO. 2008-05-042

AN ORDINANCE APPROVING THE EXECUTION OF A CONTRACTUAL AGREEMENT BETWEEN THE ILLINOIS LAW ENFORCEMENT ALARM SYSTEM AND THE CITY OF URBANA

(Data Processing Services)

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That an Agreement Between the Illinois Law Enforcement Alarm System and the City of Urbana in substantially the form of the copy of said Agreement attached hereto, be and the same is hereby approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this ____ day of _____, 2008.

AYES:

NAYS:

ABSTAINS:

Phyllis Clark, City Clerk

APPROVED by the Mayor this ____ day of _____, 2008.

Laurel Lunt Prussing, Mayor

**CONTRACTUAL AGREEMENT
BETWEEN
THE ILLINOIS LAW ENFORCEMENT ALARM SYSTEM
AND
THE CITY OF URBANA**

Dated February 1, 2008

This Independent Contractor Agreement (the "Agreement") is made and entered between:

THE ILLINOIS LAW ENFORCEMENT ALARM SYSTEM (hereinafter described as "ILEAS"), of 1905 E. Main St., Urbana, Illinois 61802

- AND -

THE CITY OF URBANA of 400 S. Vine Street, Urbana, Illinois 61801
(herein referred to as "URBANA")

WITNESSETH:

WHEREAS, ILEAS requires information technology support with regard to homeland security grant management, planning, and training; and

WHEREAS, URBANA hereby agrees to undertake the performance of said information technology support;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements of the parties hereto, it is hereby agreed as follows:

ARTICLE I – SERVICES PROVIDED

URBANA will provide information technology support for ILEAS programs and projects, and agrees to the terms and conditions set out in this Agreement. URBANA will provide at least 20 hours per week of direct staff support at the ILEAS Administrative Office and Training Center pursuant to this Agreement. URBANA will ensure continuity of support throughout the duration of this contract with regard to the provision of staff. Any staff personnel that URBANA provides to ILEAS shall be subject in advance to a background investigation and approval by the ILEAS Executive Director. While assigned to ILEAS, URBANA'S staff shall be subject to the policies of the Governing Board and the City of Urbana. Work priorities shall be determined by ILEAS and coordinated with the City of Urbana Information Services Division.

ARTICLE II – SCOPE OF WORK

URBANA agrees to perform administrative support and related information technology activities, which shall include, but not be limited to,

1. Assist ILEAS to develop policies with regard to the management of an effective, efficient, and secure network.
2. Provide planning support for new existing and new technology implementation.
3. Assist ILEAS with the engineering, installation and maintenance of computers, network infrastructure, digital video systems and other related activities.
4. Monitor and manage all ILEAS information technology equipment to include, but not limited to,
 - o network infrastructure – switches and routers
 - o computers – personal, laptop and servers
 - o software – installation and updates

- o licensing – monitoring software licensing
- 5. Work with other entities and vendors including, but not limited to,
 - o Illinois State Police
 - o Illinois Emergency Management Agency
 - o U.S. Department of Homeland Security
 - o ILEAS private contract information technology vendors
 - o Champaign County
 - o ILEAS lessees
- 6. Maintain documentation on all activities and provide ILEAS and URBANA with written reports as required
- 7. Attend meetings and events as required
- 8. Attend ILEAS -based training when required
- 9. Provide around-the-clock access to the City of Urbana network resources for ILEAS
- 10. maintain Internet e-mail for the ILEAS staff
- 11. Installation, configuration, and help-desk level troubleshooting of City-approved hardware
- 12. User support, guidance, technical support and assistance for both hardware and software issues for ILEAS as necessary during regular business hours
- 13. Local network administrator support for network troubleshooting
- 14. Provide purchasing and configuration advice for data hardware
- 15. Establish an effective data back up and restoration system
- 16. Troubleshoot and support system intrusion issues, i.e., virus detection, removal and firewall(s)
- 17. Assist ILEAS in the establishment and maintenance of around-the-clock access to the ILEAS web pages to Internet users
- 18. Collaboration with contract programmers on specialized programming for ILEAS web special projects
- 19. Train ILEAS staff as necessary on the use of information systems and hardware

ILEAS agrees to cooperate with and support URBANA in all the aforementioned scope of work items, including:

1. ILEAS staff will promptly report problems to the Information Services Division staff and fully cooperate as necessary
2. Provide a location that meets LEADS terminal security requirements, appropriate power and environmental controls and other required infrastructure support in order to appropriately the implement information technology programs
3. ILEAS will follow all Urbana network and information policies with regard to outside software, appropriate use, security, and other related issues.
4. Provide agreed-upon payment to Urbana for services rendered in a timely manner.
5. All specialized programming provided by third parties will be approved by both URBANA and ILEAS prior to implementation.
6. Cooperate with Urbana Information Services Division with regard to website, Internet, email and other data systems design structure, protocols and procedures.
7. Agrees that URBANA will not have to conduct specialized programming for the aforementioned systems
8. ILEAS agrees to provide staff information technology staff support to Urbana during emergencies when said staff is available.
9. Cooperate with URBANA's Information Systems Division Manager with regard to staff scheduling and availability
10. ILEAS will fund all ILEAS-related software, hardware and support systems
11. ILEAS will provide URBANA with a location for URBANA-installed and maintained data backup and recovery systems. this includes:
 - o appropriate environmental controls for such system
 - o power
 - o security
 - o daily oversight and facility maintenance

ARTICLE III – CONTRACT DURATION

All of the services called for under the terms and conditions of this Agreement are to be provided beginning on February 1, 2008 and ending on December 31, 2008. Either party may terminate this Agreement upon a 60-day written notice to the other party, with or without cause. This Agreement may be renewed on an annual basis with the written consent of both parties.

ARTICLE IV – COSTS

ILEAS shall compensate URBANA at the rate of \$3,500.00 each month which shall be compensation for the satisfactory delivery of staff support and for providing aforementioned information technology support. URBANA will supply at its own expense any personal equipment such as cellular telephone service, benefits and routine travel expenses of any URBANA staff member involved in providing services as described in the scope of work as outlined in this Agreement. If URBANA's staff is required to travel out of state by air, air travel costs will be at ILEAS's expense.

ARTICLE V – SUBCONTRACTING

If URBANA finds it necessary to use a sub-contractor or expand staff operation to fulfill ILEAS obligations, URBANA agrees to notify ILEAS and provide the names and addresses of said sub-contractors or staff in advance.

ARTICLE VI – WORK PRODUCT

All intellectual property and all documents, including reports and all other work products, produced by URBANA under this AGREEMENT shall become and remain the property of ILEAS and shall not be copyrighted, patented, or trademark registered by URBANA except as authorized in writing by ILEAS. URBANA acknowledges, according to Federal law, that the Office of State and Local Government Coordination and Preparedness (SLGCP), United States Department of Homeland Security reserves a royalty-free, non exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize for use and authorize for use all such intellectual property and documents produced through the investment of Homeland Security Funds.

ARTICLE VII – OWNERSHIP OF DATA

All ILEAS data shall be the property of ILEAS and the URBANA shall take reasonable care against foreseeable loss or damage to any such data while they are in the possession of the URBANA or while they are being worked upon by the URBANA. URBANA shall allow ILEAS and any other organization, firm or governmental agency designated by ILEAS full access without charge to ILEAS data contained within or gathered as a result of the work product covered by this Agreement. URBANA shall not disclose to any third party or otherwise use any of the ILEAS information or data under this Agreement except upon the written authorization of ILEAS. Conversely, ILEAS agrees that it will not provide unauthorized access to URBANA network systems or data without prior written approval from URBANA. ILEAS will abide by all URBANA security protocols.

ARTICLE VIII – INDEPENDENT CONTRACTOR

URBANA is contracted as a service provider to ILEAS and as such is an independent contractor and neither URBANA nor URBANA'S employees or sub-contractors are employees of ILEAS.

ARTICLE IX – WAIVER

A waiver of any condition of this Contract must be in writing from URBANA and of ILEAS.

ARTICLE X – CONSTRUCTION

This Agreement shall be construed and interpreted according to the laws of the State of Illinois.

ARTICLE XI – APPROPRIATIONS

Obligations of ILEAS will cease immediately without penalty of further payment being required if, in any fiscal year, the Illinois General Assembly or federal funding source fails to appropriate or otherwise make available sufficient funds for this Contract. Late payment charges, if any, shall not exceed the formula established in the State of Illinois Prompt Payment Act.

URBANA certifies that neither URBANA nor its officers, sub-contractors or employees have been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois nor has the URBANA made an admission of guilt of such conduct which is a matter of record.

URBANA certifies that neither it nor any URBANA'S officers or employees are in default on any educational loan as provided in Public Act 85-827.

URBANA certifies that neither it nor any URBANA'S officers or employees have been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

URBANA agrees not to commit unlawful discrimination in employment in Illinois as that term is used in the Illinois Human Rights Act and further agrees to take affirmative action to assure that no unlawful discrimination is committed.

ARTICLE XII – ADDITIONAL CLAUSES

URBANA certifies that it is not prohibited from entering into this Contract by either Section 11.1 or 11.3 of the Illinois Purchasing Act, which sections prohibit contracts involving certain former state employees, or involving certain entities in which any of the above persons may hold a substantial interest.

URBANA certifies that services, programs and activities provided under this Contract are and will continue to be in compliance with the Americans with Disabilities Act (42 U.S.C. 12101 et seq.).

URBANA shall maintain, for a minimum of five (5) years after the completion of the Contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Contract; the Contract and all books, records, and supporting documents related to the Contract shall be available for review and audit by the Auditor General or any other auditor employed by ILEAS; and URBANA agrees to cooperate fully with any such audit and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by ILEAS and/or the State under the Contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

URBANA hereby certifies that staff, sub-contractor or employee will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this Contract. URBANA has attached the certification required by the Illinois Drug Free Work Place Act.

URBANA certifies that neither URBANA nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

URBANA certifies that it does not pay the dues or fees or otherwise reimburse on behalf of its employees or agents for payments of their dues or fees to any discriminating club (organization which practices discrimination in its membership policy or access to its services or facilities).

NOTICES

Notices shall be provided personally or by first class mail to:

City of Urbana
400 S. Vine
Urbana, IL 61801

Illinois Law Enforcement Alarm System
1905 E. Main Street
Urbana, Illinois 61802

Amendments

This Agreement may be amended in writing at any time by mutual agreement between the parties.

ARTICLE XIII – URBANA FEDERAL TAXPAYER IDENTIFICATION NUMBER
AND LEGAL STATUS DISCLOSURE

Under penalties of perjury, the URBANA certifies that 37-6000524 is the correct Federal Employer Identification Number. URBANA is doing business as a corporation.

Effective Date: February 1, 2008

ILEAS,

By: _____
ILEAS President

Date

By: _____
CITY of URBANA

Date