

**AN ORDINANCE AUTHORIZING THE MAYOR
TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT JAG PROGRAM**

(Edward Byrne Memorial Justice Assistance Grant)

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

Section 1. That An Intergovernmental Agreement Between the City of Champaign, the City of Urbana, and Champaign County, Illinois, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and 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.

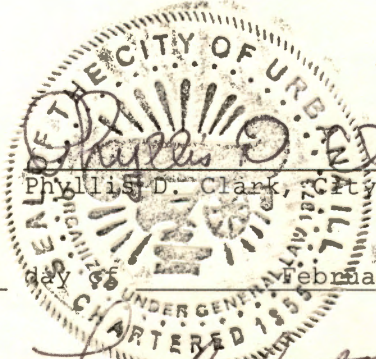
PASSED by the City Council this 20th day of February,
2006 .

AYES: Bowersox, Lewis, Roberts, Smyth, Stevenson

NAYS:

ABSTAINS:

APPROVED by the Mayor this 24th day of February,
2006 .



Phyllis D. Clark
Phyllis D. Clark, City Clerk

Laurel Lunt Prussing
Laurel Lunt Prussing, Mayor

**INTERGOVERNMENTAL AGREEMENT
JAG PROGRAM**

(City of Champaign, City of Urbana, Champaign County)

THIS AGREEMENT is made and entered by and between the City of Champaign, An Illinois Municipal Corporation ("Champaign"), the City of Urbana, An Illinois Municipal Corporation ("Urbana") and Champaign County, An Illinois Not-For-Profit Corporation ("County") effective on the last date signed by a party hereto.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enables the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, The Edward Byrne Memorial Justice Assistant Grant Program (JAG) is a partnership among federal, state, and local governments to create safer communities by improving the functioning of the criminal justice system; and

WHEREAS, Champaign, Urbana and the County desire to apply for JAG funds for the continued improvement and integration of fingerprint and palm print functionality amongst the participants and to fund individual projects in the City of Champaign and the City of Urbana.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Funds. The parties acknowledge, as of the date of this Agreement, the total anticipated grant available to all agencies is FIFTY SEVEN THOUSAND SIX HUNDRED SEVENTY FIVE DOLLARS (\$57,675.00).

Section 2. Grant Disposition. Proceeds from the grant shall be used for the purchase of equipment necessary for fingerprint and palm print functions. It is the intent of the parties that the funds will be used for the purchase of two AFIX Tracker LE Workstations. The remaining funds will be distributed to Champaign and Urbana for funding individual local projects fitting into the JAG guidelines, as set forth in Exhibit A.

Section 3. Lead Agency. The City of Champaign is hereby designated the Lead Agency for this agreement. Responsibilities shall include leading the application process for the JAG funds, accepting any and all funds awarded through the JAG program, establishing a trust fund in which to deposit the funds received through the JAG program, issuing necessary Requests for Proposals or Invitations to Bid, entering contracts for the purchase of necessary equipment and services, and preparing required reports.

Section 4. Representative; Information Requirements. Each participant shall designate one representative to fulfill the requirements of this agreement. The representative shall exercise due diligence in providing any and all information necessary or convenient for the performance of the duties required by Champaign in Section 3 above, including submitting the JAG application and preparation of performance measures and program assessment data.

Section 5. Fund Restriction. The parties agree that no funds will be used directly or indirectly for security enhancements or equipment to nongovernmental entities not engaged in criminal justice or public safety, and that funds will not supplant existing budgeted funds.

Section 6. Liability. Nothing in the performance of this Agreement shall impose any liability for claims against any party other than claims for which liability may be imposed by the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq. Each party to this Agreement shall be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party. The parties to this Agreement do not intend for any third party to obtain any rights by virtue of this Agreement.

Section 7. Amendments. Amendments to this agreement shall be made in writing and signed by all parties. In the event the amount of funds received is different from the amount set forth in Section 1, the parties shall exercise principals of good faith and fair dealing to amend Exhibit A in a manner consistent with the principles of this agreement and in accordance with all JAG program requirements. Such amendments may be entered into by the chief administrative officers of Champaign and Urbana, and the Sheriff.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year indicated herein.

CITY OF CHAMPAIGN

By: Steve Carter

Date: 2-22-2006

ATTEST: Marilyn Z. Banks
City Clerk

APPROVED AS TO FORM:
[Signature]
City Attorney CB 2006-046

CHAMPAIGN COUNTY

By: Barbara Wysocki

Date: 2/27/06

ATTEST: Mark Shulick

APPROVED AS TO FORM:
[Signature]
for the State's Attorney

CITY OF URBANA

By: James Sant'Angeles
Mayor

DATED: 2/24/06

ATTEST: Theresa A. Clark
City Clerk by [Signature] Deputy Clerk

APPROVED AS TO FORM:
[Signature]
City Attorney



EXHIBIT A
(City of Champaign, City of Urbana, Champaign County)

JAG AWARD DISPOSITION

The Champaign Police Department will purchase two (2) AFIX Tracker LE workstations to be installed at and become property of the Champaign County Sheriff's Office (CCSO) and the Urbana Police Department (UPD). These two workstations will be networked with the main AFIX Tracker system purchased with 2005 JAG funds and installed at the Champaign Police Department. The remaining 2006 JAG funds will be distributed to the Urbana Police Department and the Champaign Police Department to fund individual projects fitting into the guidelines of the JAG grant.

Two AFIX Tracker LE Systems	\$11,000
Champaign PD	\$41,465
Urbana PD	\$ 5,210
Total	\$57,675

The purchase of an AFIX Tracker LE system includes two years of maintenance and upgrades. Under this proposal, CCSO and the UPD shall each be responsible for the yearly maintenance agreements for one AFIX Tracker LE System at a cost of approximately \$500 per year, after the initial two years. Each agency shall also be responsible for any miscellaneous costs associated with interfacing the AFIX Tracker LE system with the main AFIX Tracker system at the Champaign Police Department, and replacement costs for the AFIX Tracker LE system installed at their agency.