

RESOLUTION NO. 2000-01-002R

A RESOLUTION AMENDING AN INTERGOVERNMENTAL AGREEMENT WITH
CHAMPAIGN COUNTY, ILLINOIS, THE CITY OF CHAMPAIGN, THE VILLAGE OF
MAHOMET, THE VILLAGE OF LUDLOW AND THE UNIVERSITY OF ILLINOIS
(COPS More MDC)

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

Section 1. That an Amended Intergovernmental Agreement Between the City of Urbana and Champaign County, Illinois, the City of Champaign, The Village of Mahomet, The Village of Ludlow and the University of Illinois in the form of a 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 hereby 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 18th day of January, 2000.

AYES: Hayes, Huth, Kearns, Patt, Taylor, Whelan, Wyman

NAYS:

ABSTAINED:



Phyllis D. Clark
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 18th day of January, 2000.

Tod Satterthwaite
Tod Satterthwaite, Mayor

Per. # 2000-01-0022

LEGAL DIVISION
400 S. Vine St., Urbana, IL 61801
P.O. Box 219, Urbana, IL 61803-0219
(217) 384-2464

FAX: (217) 384-2460

JACK WAALER
City Attorney
E-mail: jwaaler@city.urbana.il.us

STEPHEN HOLZ
Assistant City Attorney
E-mail: sjholz@city.urbana.il.us

March 10, 2000

Cheryl Sproul
Village Clerk
Village of Mahomet
Mahomet, IL 61853

Marilyn Banks, City Clerk
City of Champaign
102 North Neil Street
Champaign, IL 61820

Sandra A. Langley
Village Clerk
Village of Ludlow
P.O. Box 177
Ludlow, IL 60949

Mark Sheldon, County Clerk
Brookens Administration Center
1776 East Washington
Urbana, IL 61801

Michelle Thompson, Secretary
Board of Trustees/University of Illinois
352 Henry Administration Building
506 South Wright Street
Urbana, IL 61801

To All of the Above:

RE: COPS More Grant

Enclosed is a xerox copy of the Agreement. As lead agency, the City Clerk of Urbana, notified by copy of this letter, will store the agreement bearing all original signatures.

Yours truly,

Jack Waaler
City Attorney

JW/lmp

Enclosure

Cc: Phyllis Clark, City Clerk/Urbana



City of Urbana
400 South Vine Street
Post Office Box 219
Urbana, Illinois 61801-0219
(217) 384-2362
FAX (217) 384-2301

INTERGOVERNMENTAL AGREEMENT
Regarding
COPS MORE MOBILE DATA COMPUTER GRANT

This is an intergovernmental agreement between and among the following units of local government and university: Champaign County, Illinois (the "County"); the City of Champaign, an Illinois municipal corporation ("Champaign"); the City of Urbana, an Illinois municipal corporation ("Urbana"); the Village of Mahomet, an Illinois municipal corporation ("Mahomet"); the Village of Ludlow, an Illinois municipal corporation ("Ludlow"); and the Board of Trustees of the University of Illinois on behalf of the Urbana Campus, ("University"), hereinafter referred to collectively as the "Champaign County Consortium" or the "Consortium", and referred to individually as the "Parties" or "Party".

Preamble:

1. The U.S. Department of Justice's Office of Community Oriented Policing Services (hereinafter "Department") has awarded a grant to the Consortium in the amount of \$899,442.00 (hereinafter the "Grant") under the COPS MORE 98 Program, to be apportioned among the Parties in the manner shown in Exhibit "A", attached hereto and incorporated by reference herein, for the purpose of purchasing mobile data computers ("MDCs"); and

2. The Consortium and each of the Parties therein are required, as a condition of acceptance of said Grant for the purchase of technology and equipment, to comply with various conditions set forth in the Department's COPS MORE '98 Grant Owner's Manual, (hereinafter "Manual") incorporated by reference herein, and various federal administrative requirements incorporated by reference in said Manual, including but not limited to the provision of matching funds; and



3. The Parties have agreed upon the selection of a vendor for the purchase of the mobile data computers with the Grant funds; and

4. The Parties agree that designating one of the Parties as the lead agency for administering said Grant on behalf and for the benefit of said members will promote efficient and cost effective management of said Grant; and

5. The Parties desire that Urbana be said lead agency for administering the Grant; and

6. Urbana has agreed to administer said Grant in the manner prescribed herein; and

7. Urbana will need to incur various administrative expenses, and will need to have authority to take various actions on behalf of the Consortium in order to effectively administer said Grant; and

8. The Parties have agreed amongst themselves regarding how the costs of administering the Grant will be shared.

In recognition of the above preamble which is expressly made a part of this Agreement, and in consideration of the mutual promises herein contained, the Parties agree as follows:

Section 1. Term This agreement shall commence on the first day of January, 2000, and terminate on the 31st day of December, 2000 or the grant close-out date, which ever occurs later.

Section 2. Lead Agency

(a) **Identity of Lead Agency.** The Parties agree that Urbana shall serve as the “Lead Agency” for administering the Grant.

(b) **Lead Agency’s Responsibilities.** As the Lead Agency, Urbana shall be responsible for carrying out various administrative tasks, including but not limited to the following:

1. Establishment of a system for draws from and payments of Grant funds;
2. Management of financial and other records that must be maintained pursuant to the requirements set forth in the Manual;
3. Preparation and submittal of annual progress and quarterly financial reports, and any reports or documents as required by the Manual, including, where applicable, assembly and submittal of reports or other documents prepared by each of the Parties.
4. Representation of the Consortium during the course of any audits of the Grant; and
5. Execution of any contracts, checks or other documents required for the acquisition of Grant funds or purchase of the MDCs, or for compliance with the monitoring and reporting conditions of the Grant, unless said documents need to be executed by individual members of the Consortium pursuant to the provisions of the Manual.

(c) Administrative Expenses/Use of RPC as Consultant. Urbana shall be permitted to incur reasonable expenses, not to exceed a total sum of \$10,000.00, to cover the costs of fulfilling its responsibilities as the Lead Agency, including but not limited to those incurred for hiring the Champaign County Regional Plan Commission (hereinafter the "RPC") to provide the services at the rate of compensation described in the contract, a copy of which is attached hereto and incorporated by reference herein as Exhibit "B".

Each Party shall be responsible for reimbursing Urbana for that Party's pro-rata share of said expenses based on the percentage of Project funds that will be utilized by each of the Parties, as is shown in Exhibit "A". Each Party shall pay its share of said expenses to Urbana by check within 30 days of the mailing of a written statement of expenses and request for payment by Urbana.

Section 3. Matching Funds

(a) **Match Requirement for Each of the Parties.** Each Party shall be solely responsible for providing funds for that Party's required match, in the amounts provided in Exhibit "A".

(b) **Submittal of Matching Funds to Urbana.** Each Party shall, within 30 days of mailing of a written request made by Urbana to said Party, submit payment, by check, made out to the City of Urbana, for that Party's required match as provided herein.

(c) **Submittal of Match a Prerequisite for Draw Request or Payment by Urbana.** Notwithstanding any other provisions herein, Urbana shall not be required to make a request for a draw upon the Grant, or make any payment of Grant funds to any vendor, unless Urbana has first received all matching funds pertaining to said draw request or payment.

Section 4. Vendor

The Parties agree that the Lead Agency, on behalf of the consortium, will purchase MDCs with the Grant and Matching funds described herein, from CDS Office Technologies of Champaign, Illinois, (hereinafter "Vendor").

Section 5. Product Specifications and Price

The Parties authorize the Lead Agency, on behalf of the Consortium, to purchase the MDCs from the Vendor with the specifications and at the prices set forth in the bid accepted by the Illinois State Police, at the conclusion of a State bidding process conducted during 1999 for MDCs.

Section 6. Product Warranties

The Parties agree that any warranties pertaining to MDCs delivered to a particular Party pursuant to the terms of this agreement shall accrue to and be for the benefit of that particular Party.

Section 7. Participation in the Mobile Data Advisory Group

Each Party shall participate as a member of the Mobile Data Advisory Group, established by the METCAD Policy Board, for purposes of technical review and monitoring related to implementation of the Grant.

Section 8. Responsibilities of Parties

(a) Administrative Responsibilities. In addition to other responsibilities set forth herein, each Party shall comply with the all the terms and conditions set forth in the Manual with respect to monitoring, reporting and other administrative duties, to the extent that said responsibilities are not the responsibility of Urbana as the Lead Agency as provided herein. Said compliance shall be performed in a timely manner so as not to jeopardize receipt of any of the Grant funds by any of the Parties to this agreement.

(b) Specifications of Purchases. Each Party shall be solely responsible for specifying the products that said Party will be purchasing with its share of Grant funds and Matching funds as provided herein, subject to limitations related to the bid accepted by the Illinois State Police as referenced herein.

Section 9. Termination of Participation in Consortium

Each Party may terminate its participation in the Consortium upon thirty (30) days written notice to all of the other Parties, subject to the following:

(a) Prior to termination, the Party terminating its participation shall pay any outstanding balance due for its share of administrative costs, as provided herein.

(b) If, as a result of said termination, the Consortium incurs any additional costs or suffers any loss of funds, other than those funds which would have been received by the terminating party or those matching funds that were or would have been provided by said terminating party, said terminating party shall reimburse the Consortium, within sixty days of written notice from Urbana or the RPC, for said additional costs or loss of funds.

Section 10. Notices For the purpose of this Section, notices and requests as provided herein shall be deemed given as the date the notices are deposited, by first class mail, addressed to the other party, to each of the party's representatives listed below and at the addresses specified herein, or such other address as is specified by the Party in writing. Notices shall be sent to the following addresses:

To City of Champaign:

City Manager
City of Champaign
102 North Neil
Champaign, Illinois 61820

To Champaign County:

Captain James K. Riefsteck
Champaign County Sheriff's Office
204 E. Main Street
Urbana, Illinois 61801

To City of Urbana:

Bruce Walden
Chief Administrative Officer
City of Urbana
Post Office Box 219
Urbana, Illinois 61803

To University of Illinois:

Dr. Charles Colbert
Vice Chancellor for Administrative and
Human Resources
601 E. John Street
Champaign, Illinois 61820

To Village of Mahomet:

Mayor Jeffrey Courson
Village of Mahomet
P.O. Box 259
503 E. Main St.
Mahomet, Illinois 61853

To Village of Ludlow:

Brian P. Adams
Village of Ludlow
202 E. Thomas St.
Ludlow, Illinois 60949

Section 11. Disclaimer It is hereby agreed between and among the Parties that Urbana is acting as the Lead Agency under this agreement as a convenience to the Parties. Urbana shall have no financial responsibility resulting from any breakdown or other equipment or maintenance failure and the other Parties to the agreement hereby expressly waive any possible claims arising under or relating to this agreement on such account.

Section 12. Execution of Counterparts This agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN AGREEMENT, the Parties have signed this agreement below as of the date set forth beneath their respective signatures.

CHAMPAIGN COUNTY, ILLINOIS

By: W.A. Moore
County Board Chairman

Date: 2-23-00

Attest: Mark Sheldon

CITY OF CHAMPAIGN, ILLINOIS

By: Adam Carter
City Manager

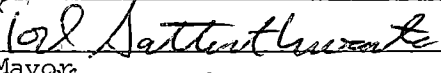
Date: 1-18-00

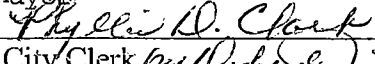

Attest: Marilyn L. Banks
City Clerk

CITY OF URBANA, ILLINOIS

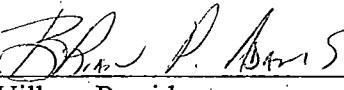
By: 
Chief Administrative Officer

Date: 1-13-00

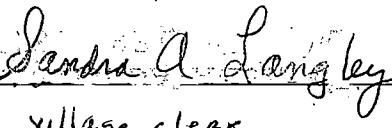
By: 
Mayor

Attest: 
City Clerk 
Deputy Clerk

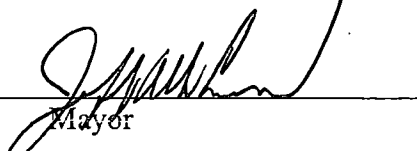
VILLAGE OF LUDLOW

By: 
Village President


Date: 12-13-99

Attest: 
village clerk

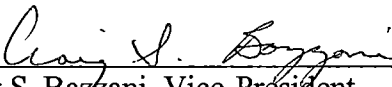
VILLAGE OF MAHOMET, ILLINOIS

By: 
Mayor

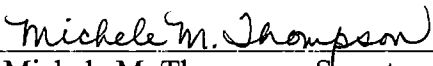
Date: 11/5/00

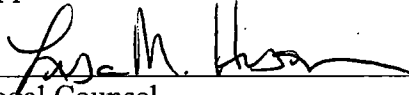
Attest: 
Village Clerk


**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS**

By: 
Craig S. Bazzani, Vice-President
and Comptroller

Date: 3/7/2000

Attest: 
Michele M. Thompson, Secretary

Approved:

Legal Counsel

Approved:


Charles C. Colbert, Vice Chancellor for
Administrative and Human Resources

EXHIBIT A

Agency	Grant Amount	Local Match	Project Total	Agency's Share of Administrative Costs as defined in Section 2 (c)
Champaign	\$390,000.00	\$130,000.00	\$520,000.00	43%
Champaign County	\$325,692.00	\$108,564.00	\$434,256.00	36%
Urbana	\$88,500.00	\$29,500.00	\$118,000.00	10%
University of Illinois	\$54,000.00	\$18,000.00	\$72,000.00	6%
Mahomet	\$33,750.00	\$11,250.00	\$45,000.00	4%
Ludlow	\$7,500.00	\$2,500.00	\$10,000.00	1%
Total	\$899,442.00	\$299,814.00	\$1,199,256.00	100%

EXHIBIT B

CONTRACT FOR TECHNICAL AND ADVISORY PLANNING SERVICES

THIS AGREEMENT entered into this 1st day of November, 1999 by and between the City of Urbana herein called the City and the Champaign County Regional Planning Commission, herein called the Commission.

WITNESSETH

WHEREAS, the City desires to engage the Commission to provide certain technical and advisory planning services in administering a COPS More MDC grant.

NOW, THEREFORE, the parties do mutually agree as follows:

1. **Employment of the Commission:** The City hereby agrees to engage the Commission, and the Commission, hereby agrees to perform the services set forth in this contract.
2. **Cooperation of the City:** The City will make available at no cost to the Commission any information and data in the possession of the City and will cooperate with the Commission in the course of the work specified. To that end, the City hereby authorizes members of the staff of the Commission to enter upon any land, at reasonable times and in such manner as to cause no unnecessary injury, in order to make examinations and surveys, provided that the owner of said lands has not refused permission to enter thereon.
3. **Personnel:** The Commission represents that he has, or will secure at his own expense, all personnel required in performing the services under this contract.
4. **Scope of services:** SEE ATTACHMENT A.
5. **Compensation:** The City agrees to pay the Commission for the services set forth in Exhibit A, Section I, which is attached hereto and made part hereof. Payment for services under Exhibit A - Section I shall be made according to the hourly rate schedule described below and shall be based on actual costs incurred by the commission. Such sums will be paid, upon requisition for payment from the Commission in conformance with the covenants, agreements, or stipulations of the contract and that it is entitled to receive the amount requisitioned under the terms hereof. Requisitions for partial payment may be submitted and paid as the work progresses. All payment shall be due and payable within 45 days of the requisition for payment. Compensation shall be based on the following hourly rates:

Project Administrator	\$ 50.00/Hr
Financial Specialist	\$ 30.00/Hr.
6. **Period covered:** This contract shall cover the period November 1, 1999 through December 31, 2000.
7. **Termination of Contract for Cause:** If through any cause, the Commission shall fail to fulfill, in a timely manner, the obligations under this contract, or if the Commission shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Commission of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Commission under this contract shall, at the option of the City, become its property and the Commission shall be reimbursed for the actual cost incurred in completing such documents.
8. **Termination of Contract for Convenience:** This agreement may be terminated by either party at any time by a notice in writing to the other party at least thirty (30) days before

such terminations. Once the contract is terminated as provided herein, a determination of what proportion of the services contracted for has been completed shall be made. An identical proportion of the maximum fee of \$ N/A less any previous payments shall be paid the Commission; provided, however, that if less than sixty (60) percent of the services covered by the contract have been performed upon the effective date of such termination, the Commission shall, in addition to the proportionate of fees provided for above, also receive any reimbursements for any reasonable out-of-pocket expenses directly attributable to the uncompleted portion of services covered under this contract; provided further, however, that in no case shall the amount paid the Commission under this paragraph exceed the actual cost as defined in paragraph five (5) hereof. (If this contract is terminated due to the fault of the Commission, paragraph seven (7) hereof relative to termination shall apply).

9. **Changes:** The City may, from time to time, request changes in the seope of the Services of the Commission to be performed hereunder. Such changes, including any increase or decrease in the amount of the Commission compensation, which are mutually agreed upon by and between the City and the Commission, shall be incorporated in written amendments to this contract.
10. **Findings Confidential:** Any reports, information, data, etc., given to or assembled by the Commission under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Commission without prior written approval of the City.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its officers as of the date first written above.

BY: Torl Satterthwaite
Mayor

BY: [Signature]
Champaign County Regional
Planning Commission

BY: Phyllis D. Clark
City Clerk by Deborah J. Robert
Deputy Clerk

BY: [Signature]
Executive Director

DATE: 1/13/00

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4. **Scope of services:** SEE ATTACHMENT A.
5. **Compensation:** The City agrees to pay the Commission for the services set forth in Exhibit A, Section I, which is attached hereto and made part hereof. Payment for services under Exhibit A - Section I shall be made according to the hourly rate schedule described below and shall be based on actual costs incurred by the commission. Such sums will be paid, upon requisition for payment from the Commission in conformance with the covenants, agreements, or stipulations of the contract and that it is entitled to receive the amount requisitioned under the terms hereof. Requisitions for partial payment may be submitted and paid as the work progresses. All payment shall be due and payable within 45 days of the requisition for payment. Compensation shall be based on the following hourly rates:

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its officers as of the date first written above.

BY: <u>Ted Satterthwaite</u> Mayor	BY: <u>[Signature]</u> Champaign County Regional Planning Commission
BY: <u>Phyllis D. Clark</u> City Clerk by <u>Robert J. Robert</u> Deputy Clerk	BY: <u>[Signature]</u> Executive Director
DATE: <u>1/13/00</u>	

ATTACHMENT A

SECTION I

The Commission shall perform and carry out, in a professional and satisfactory manner, the following:

1. Attend all relevant project meetings as determined by the Champaign County Consortium..
2. Develop and maintain all COPS MORE grant project files and transfer them to the Champaign County Consortium at the close of the project.
3. Administer a COPS MORE 1999 MDC grant on behalf of the City of Urbana and the Champaign County Consortium.
4. Maintain financial files and records in conformance with the COPS MORE program compliance.
5. Prepare and submit quarterly financial reports.
6. Prepare and submit annual Program Progress Report(s).
7. Perform all other COPS MORE and non-COPS MORE related tasks as requested by the City, the Consortium and agreed to by the contracting parties.

During the term of this contract, the specific items produced (deliverables) include; correspondence files, financial files, contract files, monitoring files, close-out files, other relevant project files and documents.

ATTACHMENT A

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