

**RESOLUTION NO. 2017-09-064R**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
(JAG Program)**

**WHEREAS**, each of the parties to the Intergovernmental Agreement between the City of Urbana, City of Champaign and the County of Champaign is a body politic organized, operating and maintaining offices within the boundaries of Champaign County, Illinois; and

**WHEREAS**, the City of Urbana (the "City") is an Illinois home rule unit of local government pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 and the statutes of the State of Illinois; and

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

**WHEREAS**, the City recognizes that it is appropriate and beneficial for the City and its departments to apply for and receive grants from private, state and federal agencies; and

**WHEREAS**, the U.S. Department of Justice, Office of Justice Programs has created and operates the Edward Byrne Memorial Justice Assistance Grant Program for local units of government which maintain and operate law enforcement departments; and

**WHEREAS**, the U.S. Department of Justice, Office of Justice Programs, has announced that it is taking applications for grant funding for FY 2017; and

**WHEREAS**, if received, the proceeds of the Edward Byrne Memorial Justice Assistance Grant Program are intended to fund the acquisition and/or replace of equipment useful in and beneficial to law enforcement activities; and

**WHEREAS**, in the past, the City has joined with one or more other communities as allocated by the U.S. Department of Justice, Office of Justice Programs, in applying for and receiving grant funding from the said Edward Byrne Memorial Justice Assistance Grant Program.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Urbana, Illinois as follows:

**Section 1.**

The Intergovernmental Agreement between the Cities of Champaign and Urbana and the County of Champaign for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, in

substantially the form of the Exhibit appended hereto and made a part hereof, shall be and hereby is authorized and approved.

**Section 2.**

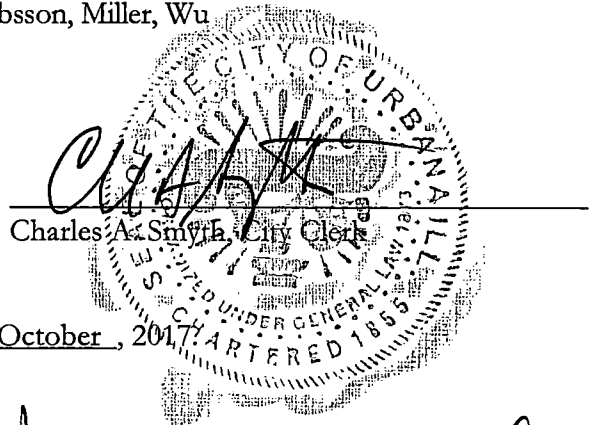
The Mayor of the City of Urbana, Illinois, shall be and hereby is authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, shall be and hereby is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana,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

**PASSED BY THE CITY COUNCIL** this 2<sup>nd</sup> day of October, 2017.

AYES: Ammons, Brown, Hazen, Jakobsson, Miller, Wu

NAYS:

ABSTENTIONS:



Charles A. Smyth, City Clerk

**APPROVED BY THE MAYOR** this 4<sup>th</sup> day of October, 2017.

*Diane Wolfe Marlin*  
Diane Wolfe Marlin, Mayor

**INTERGOVERNMENTAL AGREEMENT  
JAG PROGRAM**

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

THIS AGREEMENT is made and entered by and among the City of Champaign, an Illinois Municipal Corporation ("Champaign"), City of Urbana, an Illinois Municipal Corporation ("Urbana"), and Champaign County, an Illinois Unit of Local Government ("County"), - (herein after collectively referred to as "the parties"), 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 Assistance 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 County desire to apply for JAG funds to fund individual projects in the City of Champaign, the City of Urbana, and Champaign County

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 parties is SIXTY-TWO THOUSAND SIX HUNDRED SEVENTY-FOUR DOLLARS (\$62,674.00).

**Section 2. Grant Disposition.** Proceeds from the grant shall be distributed by Champaign to Urbana and County for funding individual local projects fitting into the JAG guidelines, in the amounts set forth in Exhibit A. Urbana and County shall notify Champaign prior to expenditure of any funds indicating the purpose of the expenditure. If Champaign determines the purpose is not, or may not be, within the JAG program guidelines, the parties shall discuss the purchase and no purchase shall be made until the parties have resolved the issue.

**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, distributing funds to Urbana and County, 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 the 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 principles 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, Urbana, and County.

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

CITY OF CHAMPAIGN

By: [Signature]

Date: 9/19/17

ATTEST: [Signature]

APPROVED AS TO FORM: [Signature]

City Attorney CB 2017- 189

CHAMPAIGN COUNTY

By: [Signature]

Date: 9/25/2017

ATTEST: [Signature]

APPROVED AS TO FORM: [Signature]

State's Attorney

CITY OF URBANA

By: [Signature]

Date: 10/3/17

ATTEST: [Signature]

APPROVED AS TO FORM: [Signature]

City Attorney CHARTERED CB 2017- 189



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

**JAG AWARD DISPOSITION**

The 2017 JAG funds will be distributed to the Champaign Police Department, the Urbana Police Department, and the Champaign County Sheriff's Office to fund individual projects meeting the guidelines of the JAG grant.

Champaign Police Department	\$48,598.00
Urbana Police Department	\$10,315.56
Champaign County Sheriff's Office	\$3,760.44
<b>TOTAL</b>	<b>\$62,674</b>