

RESOLUTION NO. 2019-01-001R

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT

(National Integrated Ballistic Information Network Equipment)

WHEREAS, the City of Urbana, Illinois (the “Urbana”) is a municipal corporation and a home-rule unit of local government pursuant to Article VII, Section of the Illinois Constitution of 1970; and

WHEREAS, the City of Champaign, Illinois (the “Champaign”) is a municipal corporation and a home-rule unit of local government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the County of Champaign, Illinois (“County”) is a body politic and corporate; and

WHEREAS, the University of Illinois (“University”) is a state-operated educational institution; and

WHEREAS, Urbana, Champaign, the County, and the University have the power and authority pursuant to the Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) to enter into and execute agreements with each other; and

WHEREAS, Urbana, Champaign, County, and the University seek to join in the acquisition and maintenance of a certain piece of equipment that can analyze certain types of evidence found at crime scenes and cross-match that evidence to aid in the investigations of criminal activity; and

WHEREAS, Urbana’s, Champaign’s, the County’s, and the University’s respective police and sheriff’s departments have determined that acquiring the aforesaid equipment is necessary and important for analyzing certain crime scene evidence and for investigating criminal activity; and

WHEREAS, Urbana will share in the cost of maintaining the aforesaid equipment which cost to Urbana is estimated to be approximately \$14,380 for a three-year period; and

WHEREAS, Urbana will fund its financial obligation from forfeited moneys it receives from the State of Illinois; and

WHEREAS, the Urbana City Council deems it appropriate for Urbana to join in the intergovernmental agreement between Urbana, Champaign, the County, and the University for the acquisition and maintenance of the aforesaid equipment and the cost of maintaining such equipment; and

WHEREAS, the Urbana City Council deems it appropriate to enter into the intergovernmental agreement in substantially the form appended hereto and made a part hereof as Exhibit A.

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

Section 1.

The Intergovernmental Agreement between the City of Urbana, the City of Champaign, the County of Champaign, and the Board of Trustees for the University of Illinois in substantially the form of Exhibit A appended hereto and made a part hereof, shall be and hereby is authorized and approved.

Section 2.

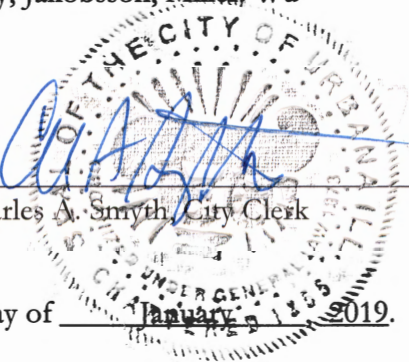
The Mayor of the City of Urbana, Illinois, shall be and hereby is authorized to execute on behalf of the City of Urbana, and deliver to the City Clerk of the City of Urbana, Illinois, for attestation the said Intergovernmental Agreement in substantially the form and substance as Exhibit A appended hereto and made a part hereof.

PASSED BY THE CITY COUNCIL this 22nd day of January, 2019.

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

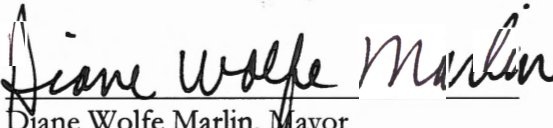
NAYS:

ABSTENTIONS:



Charles A. Smyth, City Clerk

APPROVED BY THE MAYOR this 23rd day of January, 2019.



Diane Wolfe Marlin, Mayor

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT FOR COST SHARING OF EXTENDED WARRANTY FOR NATIONAL BALLISTIC INFORMATION NETWORK EQUIPMENT, TECHNICAL SUPPORT, AND TRAINING

THIS AGREEMENT entered into by and between the law enforcement agencies in Champaign County, which includes the City of Champaign Police Department (“Champaign”), the City of Urbana Police Department (“Urbana”), the Champaign County Sheriff’s Office (“CCSO”), and the University of Illinois Police Department (“University”)(collectively referred to herein as the “Parties”).

WHEREAS, since 2013, Champaign County has experienced a significant increase in firearms-related violence.

WHEREAS, the National Integrated Ballistics Information Network (NIBIN) has technology and equipment, which allows law enforcement agencies to quickly link suspect ballistics to a national database of ballistics imaging terminals.

WHEREAS, Champaign will be entering into an agreement with the Illinois Criminal Justice Information Authority (ICJIA), to receive grant funding from the Justice Assistance Grant (JACG) Program in an amount not to exceed \$208,200 to purchase essential equipment to use and implement NIBIN technology.

WHEREAS, Champaign will use the equipment to, among other things, establish a regional NIBIN center for Champaign County.

WHEREAS, there are recurring costs related to the NIBIN equipment, including an extended warranty, technical support, and training support.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provide for and promote joint cooperation among units of local government for public purposes.

NOW THEREFORE, the Parties agree as follows:

1. **Lead Agency.** Champaign shall be the lead agency for purposes of implementing the NIBIN equipment and coordinating technical support and training within Champaign County.
2. **Liability.** Nothing in 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 under this Agreement and shall not be liable for any civil liability that may arise from this Agreement. The Parties do not intend for any third party to obtain any rights by virtue of this Agreement.

3. **Extended Warranty & Protection Plan.** Champaign shall enter into an agreement with a consultant to provide the extended warranty, technical support, and training support to be attached hereto.
4. **Costs & Term.** Over the term of four (4) years, the total costs for the Extended Warranty & Protection Plan is \$65,358.00. The Parties have agreed to share the costs as follows:

SafeGuard Extended Warranty & Protection Plan (1st year included, this is for years 2, 3, & 4)	3 Year Package - Annual Price (USD)	3 Year Package - Total 3 Year Price (USD)
City of Champaign Police Department	\$7,407	\$22,222
City of Urbana Police Department	\$4,793	\$14,379
Champaign County Sheriff's Office	\$4,793	\$14,379
University of Illinois Police Department	\$4,793	\$14,379
Total (USD)	\$21,786	\$65,358

NOTE: City of Champaign calculated at 34% of overall cost, all other agencies at 22%. Numbers rounded to the nearest dollar.

5. **Reimbursement Payment.** Champaign shall purchase the Extended Warranty and Protection Plan from the consultant as described in Sections 1 and 2 herein. Champaign shall submit a statement to the other Parties to confirm such payment. Urbana, CCSO and the University shall reimburse Champaign its share of costs as described in Section 2 herein within forty-five (45) days after receiving a statement.
6. **Access to NIBIN Equipment.** Personnel of the Parties who are certified users of the NIBIN equipment shall be permitted to access and utilize the NIBIN equipment on a 24 hour/7 day a week basis.
7. **Initial Data Entry & Analysis.** Parties that do not have personnel who are certified users of the NIBIN equipment shall make arrangements for certification. For the initial 6-month period, certified users of the Parties shall facilitate data entry and analysis for Parties who do not yet have certified users.
8. **Notices.** Any notices required under this Agreement shall be served via U.S. Mail to the addresses set forth below.

City of Champaign
City Manager
102 N. Neil St.
Champaign, IL 61820

City of Urbana
Mayor
400 S. Vine St.
Urbana, IL 61801

Champaign County
Champaign County Sheriff's Office
204 E. Main St.
Urbana, IL 61801

University of Illinois
University of Illinois Police Dept.
1110 W. Springfield
Urbana, IL 61801

9. **Counterparts.** This Agreement may be executed in counterparts, each which shall be deemed an original. All counterparts will constitute but one and the same instrument and will be evidenced by any one counterpart. Photocopy or facsimile copy of a party's original signature shall be deemed as effective as an original.
10. **Entire Agreement.** This Agreement constitutes the entire and final intent of the Parties and supersedes all previous agreements and understandings of the Parties, either oral or written. This Agreement may be amended only by written agreement signed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date indicated below.

CITY OF CHAMPAIGN

By: *Gregory J. David*
City Manager

ATTEST:
Marilyn L. Banks
City Clerk

2-14-19
Date

APPROVED AS TO FORM:

Tom L.
Attorney
CB #2018-18a

CITY OF URBANA

By: Deane Wolfe March
Mayor

ATTEST:

Charles A. Smith by Wendy R. Smith
City Clerk deputy clerk

01-22-2019
Date

APPROVED AS TO FORM:

[Signature]
Attorney

CHAMPAIGN COUNTY

By: [Signature]
Champaign County Sheriff

ATTEST:

[Signature]
County Clerk

1-25-18
Date

UNIVERSITY OF ILLINOIS

By: [Signature]
ANJIT GHOSH, COMPTROLLER
by [Signature]

ATTEST:

[Signature]

2/13/19
Date