

ORDINANCE NO. 2005-03-051

AN ORDINANCE AUTHORIZING THE CHIEF ADMINISTRATIVE OFFICER 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 Chief Administrative Officer 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 \_\_\_\_\_, 2005.

AYES:

NAYS:

ABSTAINS:

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Tod Satterthwaite, 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 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 the County desire to apply for JAG funds for the improvement and integration of fingerprint and palm print functionality amongst the participants.

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 NINETY-FIVE THOUSAND EIGHT HUNDRED TEN DOLLARS (\$95,810.00).

**Section 2. Grant Disposition.** Proceeds from the grant shall be used for the purchase and/or upgrade 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 AFIX Tracker and Identix Livescan, including maintenance expenses, and the upgrade of the Livescan equipment currently available to the County, 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, as required by the JAG program. The representative shall also research possible systems for utilization of the funds and make recommendations on said purchase for the preparation of any necessary Requests for Proposals or Invitation to Bid.

**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.

**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.

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

CITY OF CHAMPAIGN

CHAMPAIGN COUNTY

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney      CB 2005-\_\_\_\_\_

\_\_\_\_\_  
State's Attorney

CITY OF URBANA

By: \_\_\_\_\_  
Chief Administrative Officer

DATED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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

**JAG AWARD DISPOSITION**

Purchase one (1) AFIX Tracker for Champaign Police Department (CPD) and one (1) Identix Livescan 3800 for Champaign County Sheriff's Office (CCSO). Balance of funds, excluding maintenance expenses, will be distributed to Champaign County Juvenile Detention Center (JDC) toward purchase of one (1) Identix Livescan 3800.

AFIX Tracker -	\$30,000	CPD
Identix Livescan 3800 -	\$46,000	CCSO
AFIX – Two Years Maintenance (4 yrs total)	\$ 5,000	
Remaining funds applied to JDC system upgrade	\$14,810	JDC
Total	\$95,810	

Under this proposal, Champaign County shall be responsible for the yearly maintenance agreements for the Identix 3800 systems at a cost of \$5,500 per year per system. Champaign County will also be responsible for any miscellaneous costs associated with interfacing the Identix systems with the AFIX Tracker system. It is hoped that by purchasing two Identix 3800 systems (CCSO and JDC) a better price will be obtained than \$46,000 per system.

The Identix System at CPD will not be replaced and Champaign County Juvenile Detention Center (JDC) agrees to fingerprint and palm print juveniles from Champaign and Urbana that are placed on station adjustment. This would ensure that all juveniles entering the criminal justice system are placed in the AFIX Tracker database.

Champaign PD will give access to the AFIX Tracker system to Champaign County Sheriff's Office and Urbana Police Department to search latent prints against the database.