

ORDINANCE NO. 2004-02-018

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT REGARDING PUBLIC SAFETY RADIO COMMUNICATIONS AND HOMELAND SECURITY

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

Section 1. That an Intergovernmental Agreement Regarding Public Safety Radio Communications and Homeland Security between Champaign County, Illinois, the City of Champaign, the Village of Rantoul, Parkland Community College, the Board of Trustees of the University of Illinois and the City of Urbana, 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 _____, _____.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, _____.

Tod Satterthwaite, Mayor

2/5/04

INTERGOVERNMENTAL AGREEMENT

Regarding

PUBLIC SAFETY RADIO COMMUNICATIONS and HOMELAND SECURITY

Draft

This is an intergovernmental agreement between and among the following units of local government, and a public college, and a public 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 Rantoul, an Illinois municipal corporation (“Rantoul”); Parkland Community College (“Parkland”) and the University of Illinois at Champaign-Urbana, (“University”), hereinafter referred to collectively as the “Champaign County Radio Telecommunications & Homeland Security Consortium” or the “Consortium”, and referred to individually as the “Parties” or “Party”.

Preamble:

WHEREAS, cooperation and “inter-operability” of radio telecommunications between the parties, state agencies, and private organizations, such as the Red Cross and ambulance services, is essential for the efficient delivery of public safety services; and

WHEREAS, cooperative and coordinated purchasing implementation and management of equipment and training related to Homeland Security is financially advantageous for the units of government participating and essential for the effective delivery of public safety services; and

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 April, 2004, and terminate on the 31st day of December, 2006 or the longest close-out date of any grant awarded pursuant to this agreement, whichever occurs later.

Section 2. Scope. This agreement shall be for the administration of state and/or federal grants for the purchase or management of radio telecommunications equipment or services relating to homeland security. Nothing in this agreement shall be construed to apply to any grant in place at the time this agreement is executed; to limit the power of any party to enter into and administer grants independently; or to limit the power of any party or parties to enter separate intergovernmental agreements relating to such grants.

Section 3. Lead Agency.

(a) **Identity of Lead Agency.** The Parties agree that the Board shall designate from among the parties a lead agency to manage the funding award under the auspices of this Agreement.

(b) **Lead Agency's Responsibilities.** The lead agency 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 any grant funds;
2. Management of financial and other records that must be maintained pursuant to the requirements set forth in any grant awarded pursuant to this agreement,
3. Preparation and submittal of annual progress and quarterly financial reports, and any reports or documents as required by any grant awarded pursuant to this agreement, 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 equipment, or for compliance with the monitoring and reporting conditions of any grant awarded pursuant to this agreement, unless said documents need to be executed by individual members of the Consortium pursuant to the provisions of the grant.

(c) **Administrative Expenses.** The Lead Agency may need to incur various administrative expenses, and will have authority to take various actions on behalf of the Consortium in order to administer effectively said funding and it shall be permitted to incur reasonable expenses to cover the costs of fulfilling these responsibilities.

Section 4. 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 if any grant awarded pursuant to this agreement requires a match.

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

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

Section 5. Consortium Board

The Parties agree that the Champaign County Radio Telecommunications & Homeland Security Consortium Board shall direct efforts taken pursuant to this agreement. The Board shall consist of one representative from each of the Parties. The Board shall meet in an ad hoc fashion when circumstances of available funding arise and determine the following:

- a) Whether or not to apply for the funding;
- b) Assign the lead agency and grant manager;
- c) Accept the funding if available;
- d) Oversee the administration of the funding;

- e) Determine specific agreements regarding how the costs of administering the available funds will be shared.

It is further understood that any combination of three or more agencies may seek funding pursuant to this Agreement and the Board shall not take action but upon unanimous vote of the affected Parties. However, if any party desires to be excluded from a specific application for funding, such party shall not be included in the vote by the Board for further actions on such application. The Board may not accept funds or incur obligations on behalf of the Champaign County Sheriff's Office without the separate and independent approval of the Champaign County Sheriff, or his/her designee.

Section 6. Administrative Responsibilities of Parties.

In addition to other responsibilities set forth herein, each Party shall comply with all of the terms and conditions set forth under the conditions of any grant or funding awarded pursuant to this agreement with respect to monitoring, reporting and other administrative duties, to the extent that said responsibilities are not the responsibility of the Lead Agency as provided herein. Said compliance shall be performed in a timely manner so as not to jeopardize receipt of any grant funds by any of the Parties to this Agreement.

Section 7. Product Warranties

The Parties agree that any warranties applicable to any equipment 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 8. Termination of Participation in Grant.

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) Said terminating party shall pay the Consortium, within sixty (60) days of written notice from the lead agency, for any and all costs to the Consortium that arise from or are attributable to said termination.

(c) The decision by a party to not be a party to a specific application, shall not be construed as a notice of termination or an act of termination.

Section 9. 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:

Champaign County Administrator
1776 East Washington
Urbana, Illinois 61802

To City of Urbana:

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

To University of Illinois:

Chancellor
601 E. John Street
Champaign, Illinois 61820

To Village of Rantoul:

Administrative Officer
Village of Rantoul
333 South Tanner Street
Rantoul, Illinois 61866

To Parkland Community College:

President, Parkland Community College
2400 West Bradley
Champaign, Illinois 61821

Section 10. Disclaimer It is hereby agreed between and among the parties that, initially, Champaign shall act as the lead agency under this agreement as a convenience to the parties. Champaign 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 11. Changes in the Law. If state legislation changes the powers or responsibilities of the parties relative to this agreement, the parties shall renegotiate this agreement in good faith.

Section 12. Action Contrary to Law. Nothing contained herein shall require either the parties to take any action that would be a violation of law, or would cause default on any obligation, contract pre-dating this agreement, or debt instrument.

Section 13. Waiver. Failure to enforce strictly the terms of this agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this agreement on any other occasion.

Section 14. 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: _____
Champaign County
Administrator

Date: _____

Attest: _____

CITY OF CHAMPAIGN, ILLINOIS

By: _____
City Manager

Date: _____

Attest: _____
City Clerk

CITY OF URBANA

By: _____
Chief Administrative Officer

Date: _____

Attest: _____
City Clerk

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

By: _____
Stephen K. Rugg, Vice-President
and Comptroller

By: _____
Chancellor

Attest:

Michele M. Thompson, Secretary

Approved:

Legal Counsel

VILLAGE OF RANTOUL

By: _____
Mayor

Date: _____

Attest: _____

PARKLAND COMMUNITY COLLEGE

By: _____

Date: _____

Attest: _____