

**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:

| <b>SafeGuard Extended Warranty &amp; Protection Plan<br/>(1<sup>st</sup> year included, this is for years 2, 3, &amp; 4)</b> | <b>3 Year Package -<br/>Annual Price (USD)</b> | <b>3 Year<br/>Package -<br/>Total 3 Year<br/>Price (USD)</b> |
|--|--|--|
| 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   |
| <b>Total (USD)</b>   | <b>\$21,786</b>                                | <b>\$65,358</b>  |

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 D. David*  
City Manager

ATTEST:

*Marilyn Z. Banks*  
City Clerk

2.14.19  
Date

APPROVED AS TO FORM:

*Tom L*  
Attorney  
CB 2018-122

CITY OF URBANA

By: Heane Wolfe Markin  
Mayor

ATTEST:

Chad D Smith by Wendell  
City Clerk Deputy Clerk

01-23-2019  
Date

APPROVED AS TO FORM:

[Signature]  
Attorney

CHAMPAIGN COUNTY

By: [Signature]  
Champaign County Sheriff

ATTEST:

Nelson Ammons  
County Clerk

01-25-19  
Date

UNIVERSITY OF ILLINOIS

By: [Signature]  
ANJIT GHOSH, COMPTROLLER

ATTEST: [Signature]  
[Signature]

2/13/19  
Date