

1. May 1 Agenda

Documents: [MAY 1 AGENDA.PDF](#)

2. May 1 Board Packet

Documents: [MAY 1 BOARD PACKET.PDF](#)

Rantoul Village Board of Trustees
Regular Study Session
May 1, 2012

Order of Business

Board Packet Page(s)

1. **Call to Order – Mayor Williams**
Roll Call
2. **Public Participation**
Citizens wishing to address the Village Board with respect to any pending item of business listed upon the agenda or any matter not appearing on the agenda are asked to complete a public participation form and submit it to the Village Clerk prior to the meeting. Public comments will be limited to three minutes for each speaker.
3. **Items from the Mayor**
4. **Items from Trustees**
5. **Items from the Clerk**
 - A) Presentation of any Addendum Items for the Agenda
6. **Items from the Administrator**
7. **Monthly Department Reports**
8. **Items for the Consent Agenda**
 - A) Approval of Minutes, Regular Study Session, April 3, 2012
 - B) Approval of Minutes, Regular Board Meeting, April 10, 2012
 - C) Approval of Minutes, Special Board Meeting, April 17, 2012
 - D) Approval of Bills and Monthly Financial Reports
9. **Items from Comptroller**
 - A) Web site redesign 1-2
 - B) Boiler and Machinery Insurance Policy 3
 - C) Gas and Electric Liability Insurance Renewal 4
 - D) Budget Amendment – Corporate Reserve Fund 5
10. **Items from Police**
 - A) SRO Agreement with Rantoul Twp. High School 6-13
 - B) 2012 Justice Assistance Grant 14-19
11. **Items from Counsel**

12. Closed Session

- A) Motion to enter into closed session pursuant to 5 ILCS 120/2 (C) 5, to consider the purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired

- B) Motion to enter into closed session pursuant to 5 ILCS 120/2 (C) 2, to consider collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees

13. Adjournment

Statement Regarding Compliance with the Americans with Disabilities Act (ADA)

The Village of Rantoul wishes to ensure that its programs, services, and activities are accessible to individuals with disabilities. All Village Board meetings are wheelchair accessible. Persons who require an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the Village of Rantoul should contact the ADA Coordinator at (217) 892-6821. TTY users should dial 7-1-1 or call the Illinois Relay Center at 1-800-526-0844 (TTY) or 1-800-526-0857 (V). TTY users requiring Spanish language assistance should call 1-800-501-0864 (TTY).

We would appreciate advance notice of at least 48 hours for any requests to receive an agenda in an alternate format or other types of auxiliary aids and services.

**Rantoul Village Board of Trustees
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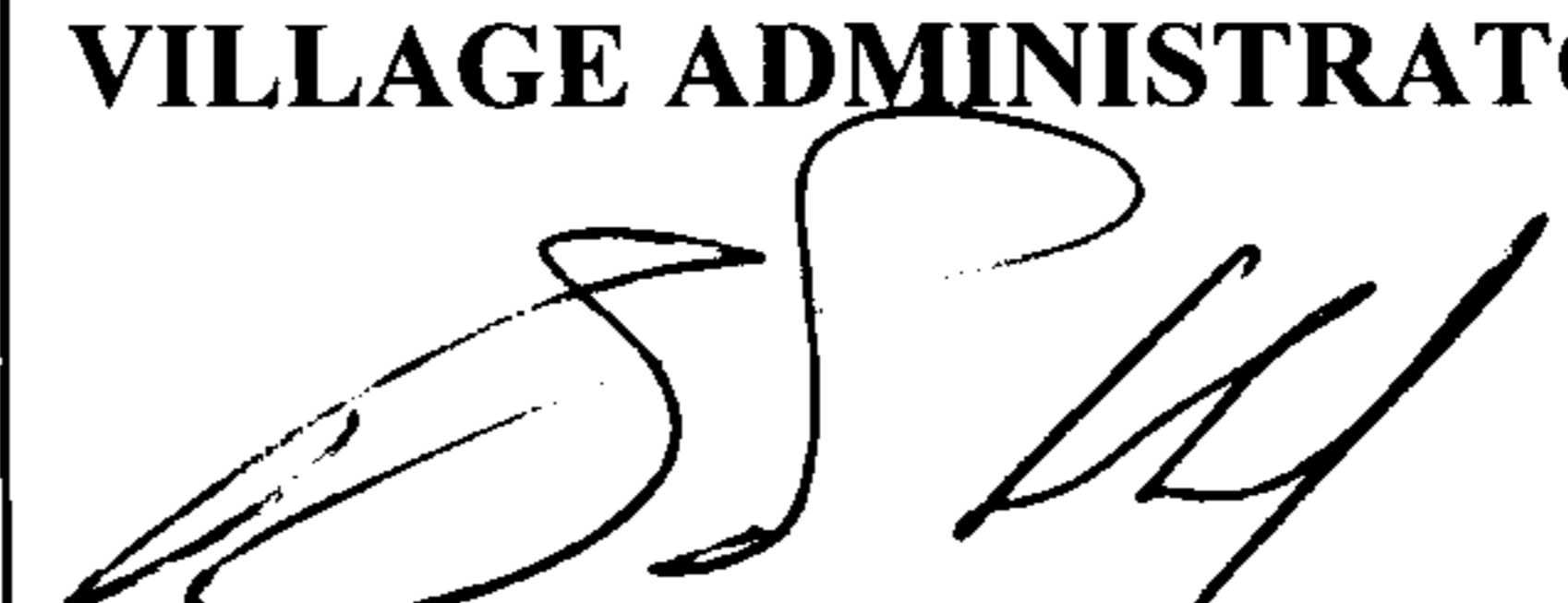
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**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

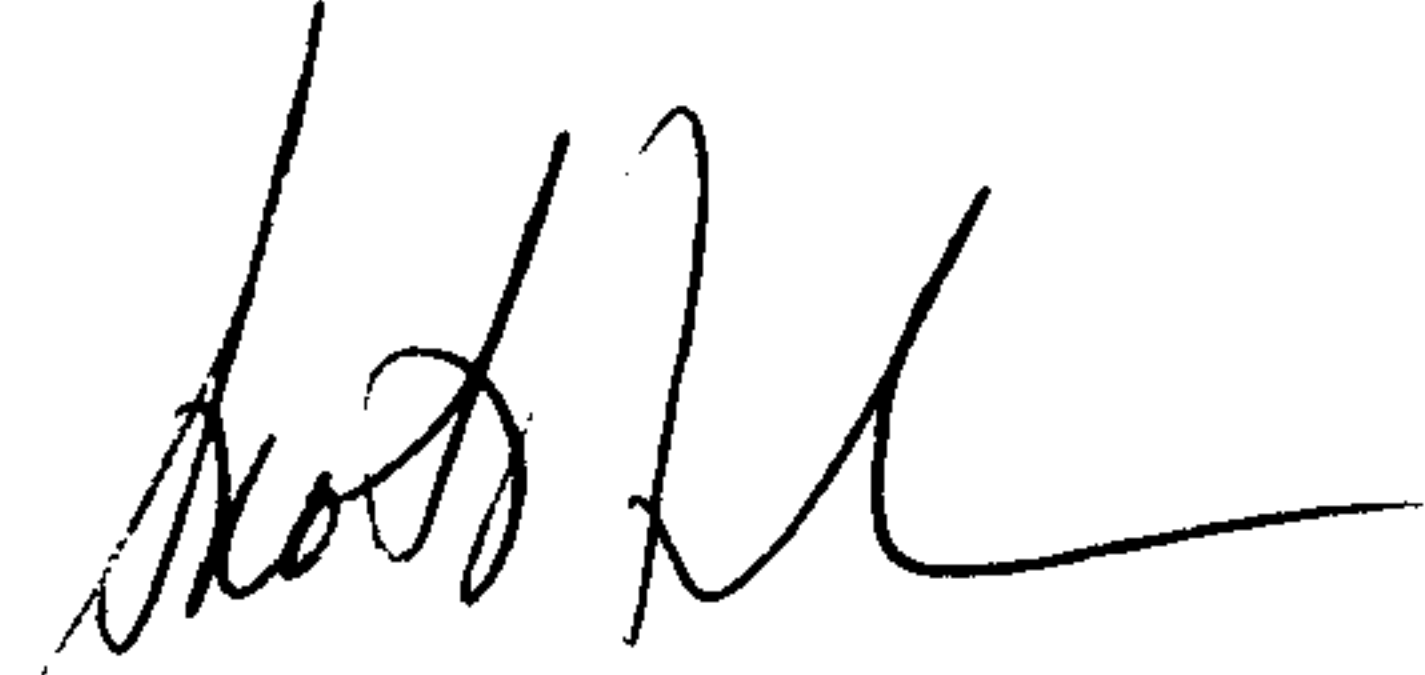
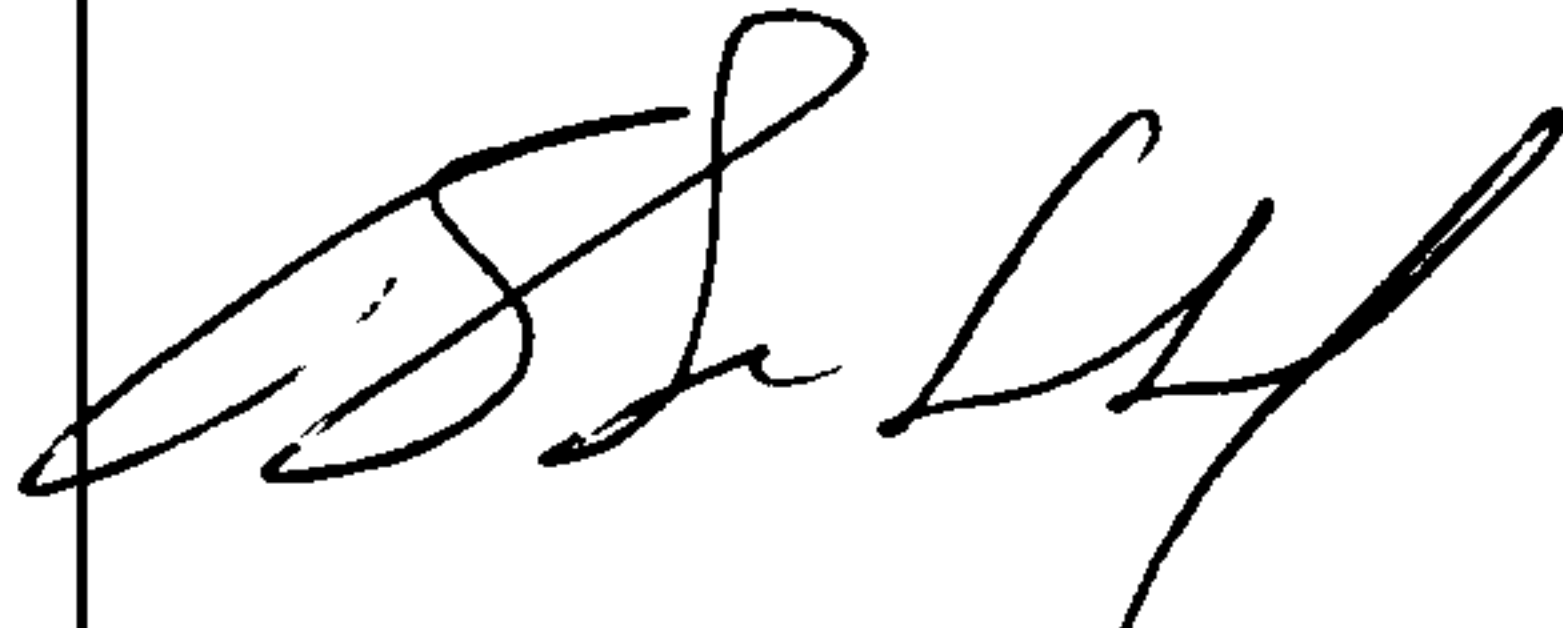
PAGE 1 OF 1

ITEM: WEB SITE REDESIGN	DEPARTMENT: COMPTROLLER
AGENDA SECTION:	AMOUNT: \$45,000.00
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input type="checkbox"/> SUPPORTING DOCUMENTS	DATE: 4/27/2012
<p>SUMMARY HIGHLIGHTS: Proposals were received from seven firms for the web site redesign project. Those seven proposals were reviewed and reduced to three for further review. Presentations were made by the final three proposers. After further review, we would recommend that Civic Plus be awarded the contract to redesign the Village web site. Their proposal best met the village's requirements. Civic plus is a national organization that specializes in the design and maintenance of government websites. Civic Plus provided a base price of \$29,599 for the redesign project. In addition, there is an annual \$4,495 maintenance, hosting and support agreement. In addition to ongoing support, this agreement would provide a website redesign at the end of the fourth year. The maintenance fee is included in the first year of the contract. We also would like to have an onsite kick off meeting which is an additional \$2,800 and includes travel expense. We feel that this is an important meeting that would involve those employees in the initial discussions of the redesign project. We would like the board to approve a not to exceed \$45,000 contract with Civic Plus and authorize staff to negotiate the annual fee amount with the possibility of paying the three year fee upfront at a reduced amount. We have budgeted \$60,000 for this project. The redesign from start to go-live is estimated to take approximately six months.</p>	
<p>RECOMMENDED ACTION: Authorize staff to negotiate a contract with Civic Plus for a not to exceed amount of \$45,000, which includes the three year maintenance fee.</p>	
DEPARTMENT HEAD APPROVAL: 	VILLAGE ADMINISTRATOR: 

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

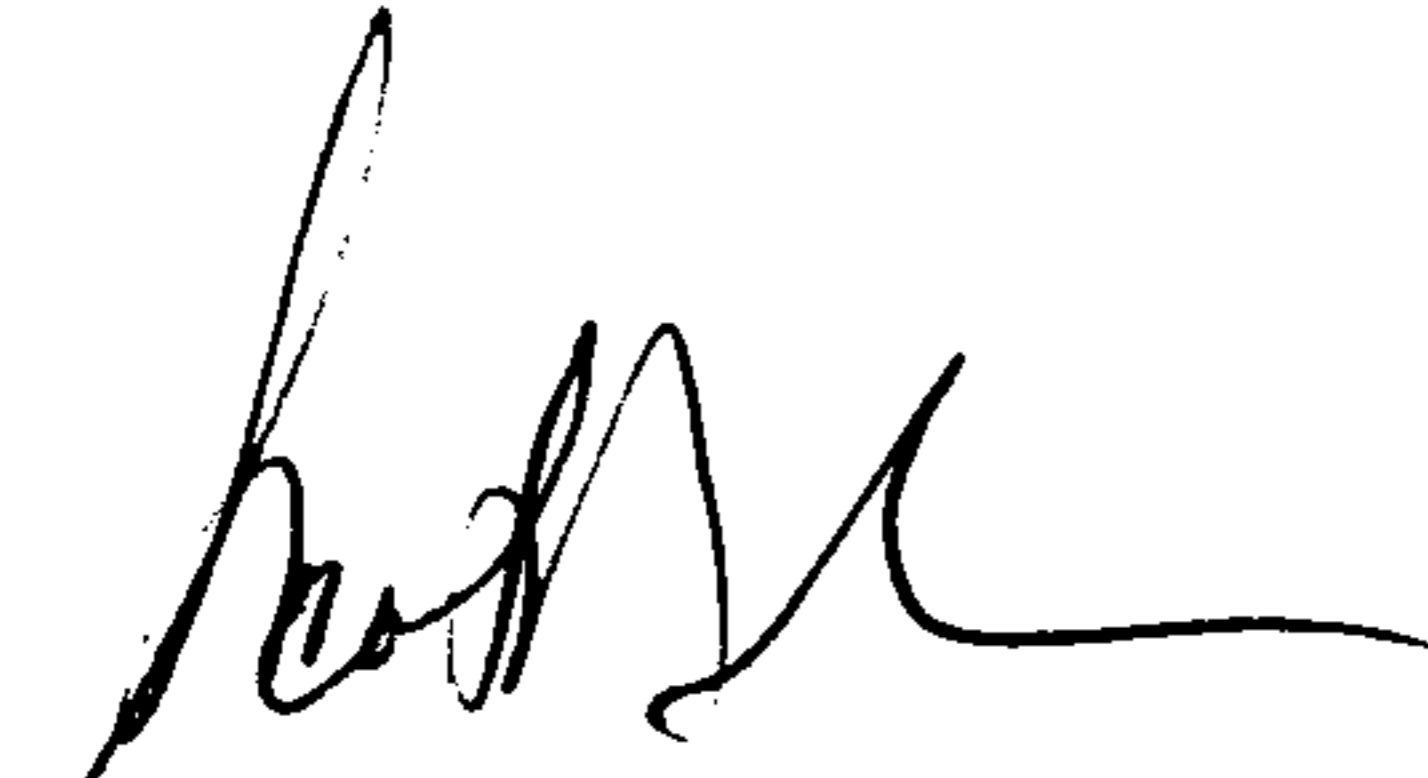
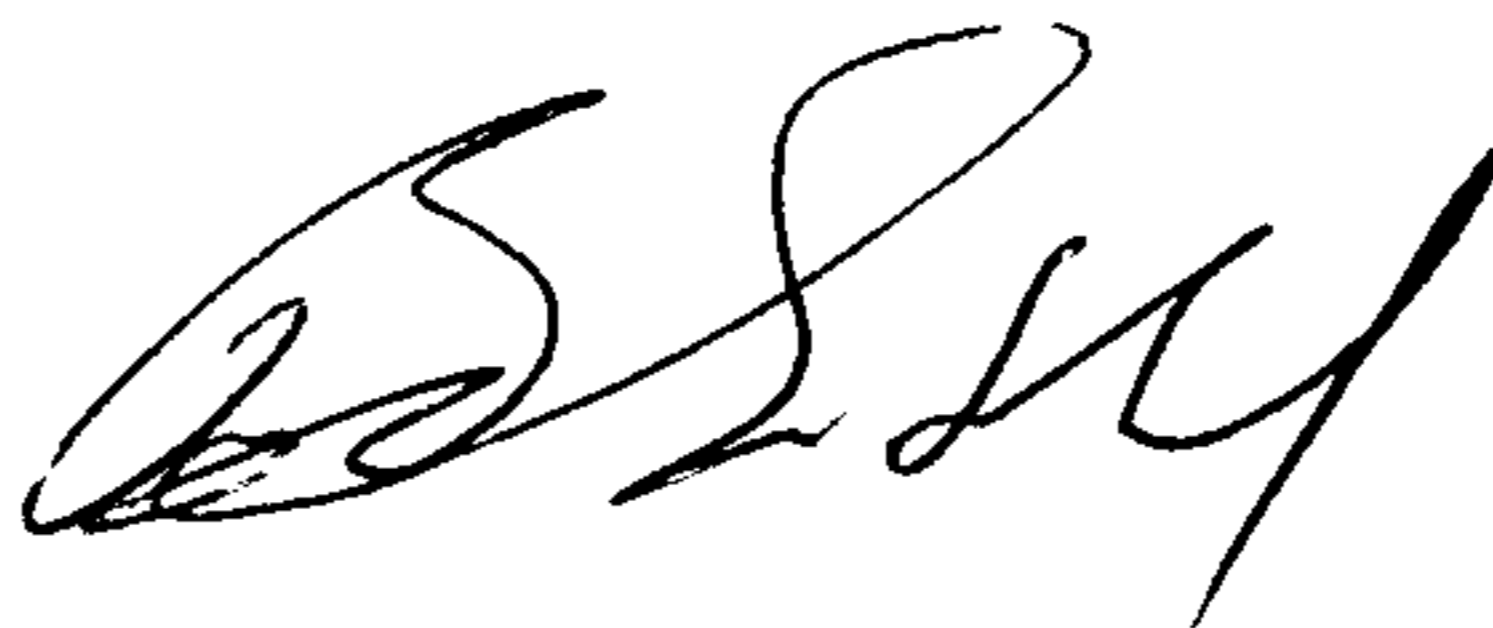
PAGE 1 OF 1

ITEM: BOILER & MACHINERY INSURANCE POLICY	DEPARTMENT: COMPTROLLER
AGENDA SECTION:	AMOUNT: \$61,756
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input type="checkbox"/> SUPPORTING DOCUMENTS	DATE: 4/27/2012
SUMMARY HIGHLIGHTS: The Village's boiler and machinery coverage has expired. This policy insures all of our building boilers and all of our electrical system equipment, including transformers and generators. The insurance is provided by Cincinnati Insurance Company through Diamond Brothers Insurance Agency. We have reviewed our coverage and have increased the deductibles on our generators. By doing so our premium will reduce from \$67,276 to \$61,756 annually. If we would keep our deductibles at the same amounts, our premium would increase to \$74,032. This is a three year policy with an annual premium.	
RECOMMENDED ACTION: Authorize the three year renewal of the Cincinnati Insurance policy with increased deductibles through Diamond Brothers Insurance Agency in the amount of \$61,756.	
DEPARTMENT HEAD APPROVAL: 	VILLAGE ADMINISTRATOR: 

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: GAS & ELECTRIC LIABILITY INSURANCE RENEWAL	DEPARTMENT:
AGENDA SECTION:	AMOUNT: \$47,806
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input type="checkbox"/> SUPPORTING DOCUMENTS	DATE: April 27,2012
SUMMARY HIGHLIGHTS: The Village's liability policy with Cincinnati Insurance Co. that covers our gas and electric systems has expired. This policy covers the village for any liability claims that may arise from the operation of those two utilities. Our insurance policy with the Illinois Municipal League (IML) excludes this coverage. Insurance Providers Group is the local agent. The premium for this coverage is \$47,806 annually, which is up slightly from last year's premium of \$44,812. This is a three year policy with an annual premium.	
RECOMMENDED ACTION: Authorize the three year renewal of the Cincinnati Insurance policy through Insurance Providers Group in the amount of \$47,806.	
DEPARTMENT HEAD APPROVAL: 	VILLAGE ADMINISTRATOR: 

BUDGET AMENDMENT

BA-FY #12-10

REQUESTED BY:	DEPARTMENT/FUND	DEPT. PRIORITY
ADMINISTRATOR	FUND <u>307</u> DEPT	

THIS BUDGET INCREASE IS:	
<u> </u> FOR A RECURRING EXPENSE	<u> X </u> FOR CAPITAL OUTLAY
<u> X </u> FOR A ONE-TIME EXPENDITURE	<u> </u> FOR O&M EXPENSE

COST DETAIL

ACCOUNT CODE	FY 11-12 BUDGET	NEW AMOUNT	DIFFERENCE
307-0160-410-75-10 LAND	\$0	\$55,000.00	\$55,000.00

DESCRIPTION: This amendment is for the purchase of the former trailer park on North Century Blvd. We are paying for this out of the Corporate Reserve Fund.

JUSTIFICATION:

PREPARED BY: <i>SM</i>	DATE:	COMPTROLLER REVIEW: <i>SM</i>	DATE:
BUDGET OFFICER REVIEW: <i>SM</i>	DATE:	ORD. #	DATE:
MAYOR/BOARD APPR.	DATE	INPUT INTO SYSTEM	DATE

wp\budgetforms7



CAPITAL BUDGET OR O&M BUDGET- TO MAKE A CHANGE DURING CURRENT BUDGET YEAR

\\VORFS01\USER\SBRANDON\WP\BUDGET AMENDMENTS\BUDGET CHANGE FORM- BA - #12-10 CENTURY BLVD PURCHASE.DOC

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

PAGE_1__OF__1__

ITEM: S.R.O. Agreement 2012-2013	DEPARTMENT: Police
AGENDA SECTION:	AMOUNT:
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: April 27, 2012
SUMMARY HIGHLIGHTS: Contract/Agreement - The attached S.R.O. was passed by RTHS Board at their last meeting in April. Ken Beth and school legal have approved this agreement.	
RECOMMENDED ACTION: Pass for academic year 2012-2013	
DEPARTMENT HEAD APPROVAL: 	VILLAGE ADMINISTRATOR: 
AGENDA PAGE NUMBER:	

**AMENDED
SCHOOL RESOURCE OFFICER
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF RANTOUL
AND RANTOUL TOWNSHIP HIGH SCHOOL DISTRICT NO. 193**

This Agreement is made and entered into this 9th day of April, 2012 by and between the Board of Education (hereinafter called the "**BOE**") of Rantoul Township High School District No. 193 (hereinafter called "**RTHS**") and the Village of Rantoul (hereinafter called the "**Village**").

WITNESSETH:

WHEREAS, RTHS desires to contract with the Village for School Resource Officer services to provide for the safety and protection of the students, faculty, staff, and others at RTHS, and ,

WHEREAS, the Village, by and through its police department (hereinafter called "**RPD**"), desires to assist in the effort by providing the hereinafter described SRO services upon RTHS property;

WHEREAS RTHS and the Village are authorized and empowered to contract with each other under the provisions of Article VII, Section 10 of the Constitution of the State of Illinois and pursuant to the Intergovernmental Cooperation Act 5, ILCS 220/1, et seq., and RTHS and the Village wish to enter this Agreement pursuant to the authority conferred upon them hereunder

NOW, THEREFORE, the Village and RTHS agree as follows;

1. School Resource Officer Services Provided by the Village. Subject to approval by RTHS, the Village shall assign one (1) Rantoul police officer as a School Resource Officer (hereinafter called "**SRO**") to perform duties as determined and requested by RTHS pursuant to this Agreement including:
 - Develop expertise in presenting various subjects (particularly in meeting federal and state mandates in drug abuse prevention education) and provide presentations at the request of the school personnel in accordance with the established curriculum
 - Abide by school board policies and consult with and coordinate activities through the school administration
 - Encourage and facilitate individual and small group discussions about law enforcement related matters with students, faculty, and parents
 - Attend meetings to solicit parent and faculty support and understanding of the School Resource Officer program and to promote awareness of law enforcement functions
 - Be familiar with community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc., and make referrals when appropriate
 - Collaborate with the District administration to develop and Implement plans and strategies to prevent and/or minimize dangerous situations on or near school property or

involving students at school-related activities

- Coordinate with the administration and be responsible for law enforcement and security activities pertaining to RTHS facilities pursuant to this Agreement
- Formulate and provide educational crime prevention programs to reduce the potential crimes against persons and property in the schools
- Act as a resource to the administrators in investigating violations related to the school community
- Serve as a positive role model to improve the image of law enforcement officers in the eyes of the students and the community
- Counsel students in special situations, such as students suspected of engaging in criminal misconduct, and answer questions that students may have about criminal or juvenile law
- SRO shall provide written incident/activity documentation to the RTHS Superintendent in form content and duration reasonably requested by the RTHS Superintendent

2. Selection and Assignment.

- The parties acknowledge that the SRO shall be a full-time regular police officer of RPD with the training and certifications necessary to serve in such capacity, and that a single employee of Village satisfying these criteria shall perform all of the SRO duties required by this Agreement. The SRO shall at all times relevant to this Agreement, remain an employee of Village and shall be subject to terms and conditions of employment established by the Village. It is the express intent of the parties that nothing contained herein shall be deemed to create an employer-employee relationship between RTHS and the Village or between RTHS and the SRO it being the express intent of the parties instead that Village and RTHS shall be contracting as independent parties. The SRO shall at all times remain under the principal supervision of the Police Chief (or his/her designee) of RPD and in the event of any conflict between the directions issued by the RPD Police Chief and a RTHS representative, the directions issued by the Police Chief or his/her designee shall always prevail. Only the Village and RPD may discipline the SRO.
- Notwithstanding the foregoing, both parties shall collaborate in the selection of the SRO, including replacements in the event of resignations, retirements, or other personnel changes and both parties may terminate this Agreement in the event a particular SRO suitable to it cannot be jointly identified. In the event such collaborative efforts fail to result in the identification and selection of an SRO acceptable to both parties, this Agreement shall be deemed null and void and of no further force and effect with respect to future activities hereunder. Either party may request the assignment of a different SRO for good cause, violations of applicable rules or regulations, or when otherwise in the best interests of RTHS, its faculty, staff or students, or those of RPD or the Village. Absent circumstances requiring immediate action, contemplated personnel transitions should be timed so as to be ready for approval in the month of March. In the event of a

transition in which the successor is in need of the training and certifications necessary to serve as an SRO, such training should ideally take place during the summer recess between academic years.

- In addition to compliance with the requirements set forth in Section 2.a. the SRO shall satisfy the following requirements and/or maintain the following certifications:
 - i. SRO Certification
 - ii. Juvenile Police Officer (JPO) Certification
 - iii. Commitment, flexibility and ability to work in a school setting and on a school schedule
 - iv. Ability to work effectively with young adults, and,
 - v. A minimum of 4 years of experience as a Rantoul Police Officer shall be preferred

3. Schedule, Working Hours, Employment Terms.

- a. The SRO shall be assigned by Village to RTHS on days when RTHS is in normal session and the SRO shall follow a standard daily schedule and be on-site at RTHS from 7:30 am; to 3:30 pm; on those days. In the event RTHS'S administration requests the SRO's attendance at extracurricular activities or events occurring beyond the standard daily schedule and the SRO consents to attendance at a particular Extracurricular Event, it is the parties' understanding that the time spent by the SRO to attend the Extracurricular Event may be deducted from the SRO's standard daily schedules for the week in question so that no overtime charges are incurred.
- b. The SRO shall annually start the standard daily schedule governed by this Agreement adhering to the annual teacher schedule, which is typically 36 weeks in duration. During the RTHS summer break, the SRO to be assigned to RTHS for the upcoming school year shall participate in two weeks of training related to School Resource Officer duties, which training may include attendance at the NASRO conference, the IJOA conference, or other similar training programs. The total duration of the annual SRO contract schedule shall, therefore, consist of 38 total calendar weeks.
- c. Notwithstanding the foregoing the parties recognize that -a portion of the SRO's duties under such assignment may necessarily be required to be performed at locations other than the school district, such as the police department juvenile detention center, county jail courthouse and the community of which RTHS is a part. RTHS agrees that the SRO as part of the duties of such assignment may from time to time attend local and area meetings with other School Resource Officers, juvenile officers, probation officers, and other such juvenile justice personnel. Furthermore RTHS agrees that the SRO as part of the duties of assignment to RTHS may from time to time attend law enforcement training and conferences relevant to school safety and security, juvenile justice and Intervention, substance abuse prevention and/or the duties of officers assigned to schools as resource or liaison officers. RPD and the Village agree to assume responsibility for all

- fees and expenses of such training or conferences with the exceptions of any school system sponsored training or conferences that RTHS may determine appropriate for the SRO to attend. RPD and the Village stipulate that any absences by the SRO to attend training not related to matters of school safety and security juvenile justice and intervention, substance abuse prevention, or the duties of officers assigned to schools will result in a pro rata adjustment to compensation paid by RTHS to the Village under the terms of this agreement.
- d. The SRO shall at all times remain solely an employee of the Village, and shall not be deemed an employee of RTHS. The Village shall be responsible for the compensation (including any overtime payments) of the SRO and all benefits, pension contributions, and other terms and conditions of employment. The SRO shall at all times remain part of Rantoul Police Department ("RPD"), and subject to RPD's chain of command and RPD's rules, regulations, policies, and operating procedures.
 - e. In the event of illness requiring sick leave, the SRO will notify both RTHS and RPD as early as possible. The parties agree that occasional sick days are to be expected and shall not cause a modification to the payment provisions of this Agreement while extended absences should result in a pro rata adjustment to the compensation paid by RTHS to the Village under the terms of this Agreement. In the event of injury sustained by the SRO both parties should be notified, particularly if the injury is work-related. Should the SRO for reasons of illness or injury become medically restricted to working in a limited or "light-duty" capacity both RTHS and RPD should be apprised of the specific limitations.
 - f. The SRO shall not schedule personal vacation during the regular school attendance term without prior approval of the RTHS Superintendent.
4. Official Duties, School Records, Non-Disclosure. The Village and RTHS recognize that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, et. seq. ("FERPA") and the Illinois School Student Records Act 105 ILCS 10 et. seq. ("ISSRA") imposes substantial limitations upon the circumstances under which student record information may be disclosed to persons who are not the student's parents/guardians or employees of RTHS. This Agreement shall be construed only so as to permit lawful disclosure by RTHS of student record information to police officers assigned to RTHS by RPD. In accordance with ISSRA, the SRO will be trained and certified as an Illinois Police Juvenile Officer whose assignment and official duty as SRO includes the investigation and disposition of crimes and offenses that may have been committed by juvenile offenders. The SRO shall abide by all applicable laws regulations and rules concerning restrictions on disclosure and re-disclosure of student record information pursuant to ISSRA and FERPA, and RPD shall not violate nor direct the SRO to violate ISSRA, FERPA or RTHS rules regarding disclosure and re-disclosure. In addition to the rules regulations policies and operating procedures of RPD and the Village, the SRO RPD and the Village shall abide by the applicable rules regulations policies and procedures of RTHS regarding disclosure of school Student record Information pursuant to the Family Educational Right to Privacy Act (FERPA) and the Illinois School Student Records Act (ISSRA), expressly including Reciprocal Reporting guidelines established pursuant to 105 ILCS 5/10-20.14.

5. **Enforcement of Laws, Ordinance, Rules, and Regulations.** RTHS and the Village acknowledge that all local state and federal laws and ordinances are enforceable upon the property of the RTHS. In addition RTHS hereby requests RPD to enforce the rules and regulations of RTHS pertaining to unauthorized visitors and unauthorized parking of vehicles upon RTHS property as well as those that relate to the safety and security of RTHS students, faculty, staff, and property. Notwithstanding the foregoing, the SRO shall not be authorized to discipline any RTHS student.
6. **Indemnification.** The Village agrees to indemnify, defend and hold harmless RTHS and any of its officers, employees or agents from and against any and all losses, damages, costs and expenses (including reasonable attorneys' fees and expenses) in any manner resulting from or arising out of any negligent or willful act or omission of the SRO or any breach of the Village's obligations under this Agreement. RTHS agrees to indemnify, defend and hold harmless the Village and any of its officers, employees and agents from and against any and all losses, damages, costs and expenses (including reasonable attorneys' fees and expenses) in any manner resulting from or arising out of any negligent or willful act or omission of any of its employees or any breach of RTHS's obligations under this agreement.
7. **Public Safety Emergencies, Manpower Shortages.** In the event of an emergency or other event, including manpower shortages, RPD reserves the right to temporarily redeploy the SRO to locations other than RTHS and agrees to return the officer to SRO duties as soon as circumstances and manpower needs permit.
8. **Office, Files, Telephone, Equipment, Vehicle.** RTHS agrees to provide an office to be used by the SRO, together with access to telephone, fax, internet, and other ordinary office needs, including locking file cabinets or drawers so as to meet the statutory requirements for securing juvenile records. Routine and extraordinary maintenance of such office shall be provided by personnel of RTHS at such times as are acceptable to RTHS and RPD. RTHS further agrees to provide a computer and related information technology equipment as systems compatibility may allow. RPD and the Village shall furnish the SRO with all police equipment, including vehicle.
9. **Term of Agreement, Renewal, or Cancellation.** This Agreement shall become effective upon approval by both the RTHS Board of Education and the Rantoul Village Board, commencing with the 2010-2011 school year and renewing annually for subsequent school years unless cancelled by either party. Both parties retain the right to cancel the renewal of this agreement for the next school year, provided that written notice of such cancellation is submitted to the other party no less than sixty (60) days before the end of the current school year.
10. **Compensation; Reimbursement to the Village.** RTHS agrees to pay the Village an amount contained in the "Annual Wage Benefits/Fees" rate identified on Exhibit A, shown as \$59,741.20 for the 2012-2013 academic year. Compensation for the remaining years will be similarly determined, subject to approval of both parties, and the Village shall, during the month of February, provide RTHS with revisions to Exhibit A projecting such costs, expenses, and fees for the forthcoming school year. The Village will submit an invoice to RTHS semi-annually, on September 1 and March 1. Payment to the Village will be made upon receipt of invoice as approved by the BOE.

a. At its cost and expense, Village shall provide SRO with Police Car, Uniforms, and Standard Duty Gear.

11. Notices. Any notices required pursuant to the terms of this Agreement shall be served personally or shall be sent by certified United States mail, return receipt requested to the principal place of business of each of the parties hereto as specified below and shall be deemed to be made on the date of said receipt:

Village: Administrator
Village of Rantoul
333 S. Tanner
Rantoul, IL 61866

RTHS: Superintendent
Rantoul Township High School District No. 193
200 S. Sheldon Street
Rantoul, IL 61866

12. Contact Persons. RTHS designated the Superintendent of Schools as the contact person for the SRO providing services under this Agreement; said contact person shall make him- or herself readily available and accessible to the SRO. In the event the RTHS contact person is unavailable or it is impractical to communicate with said person, then the SRO may contact and communicate with any RTHS Principal or administrative staff member with a subsequent contact to be made with the Superintendent as soon thereafter as reasonably practical. The contact person for the Village shall be its Administrative Officer, and the contact person for RPD shall be the School Resource Officer or, as circumstances may require, the Chief of Police or Administrative Lieutenant.

13. Entire Contract. This Agreement constitutes the entire agreement between the parties.

14. Amendment. Any amendments to this Agreement shall be in writing and approved by the respective governing boards of each party and executed by a duly authorized representative of each party.

15. Applicable Law. This Agreement is made and entered into in the Village of Rantoul and any and all questions of law arising hereunder shall be construed in accordance with the laws of the State of Illinois. The parties agree to comply with all laws, statutes, regulations, and local rules relating to the premises of this Agreement.

16. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement or any other persons other than the Village and RTHS and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any third persons to either the Village or RTHS, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or RTHS. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

17. Certification. The signatories hereof, by execution of this Agreement, hereby certify that this Agreement has been presented to their respective governing boards and approved in its entirety and that execution of this Agreement has been authorized by said governing boards.

Rantoul Township High School District 193

By:  _____

Superintendent

Village of Rantoul, Illinois


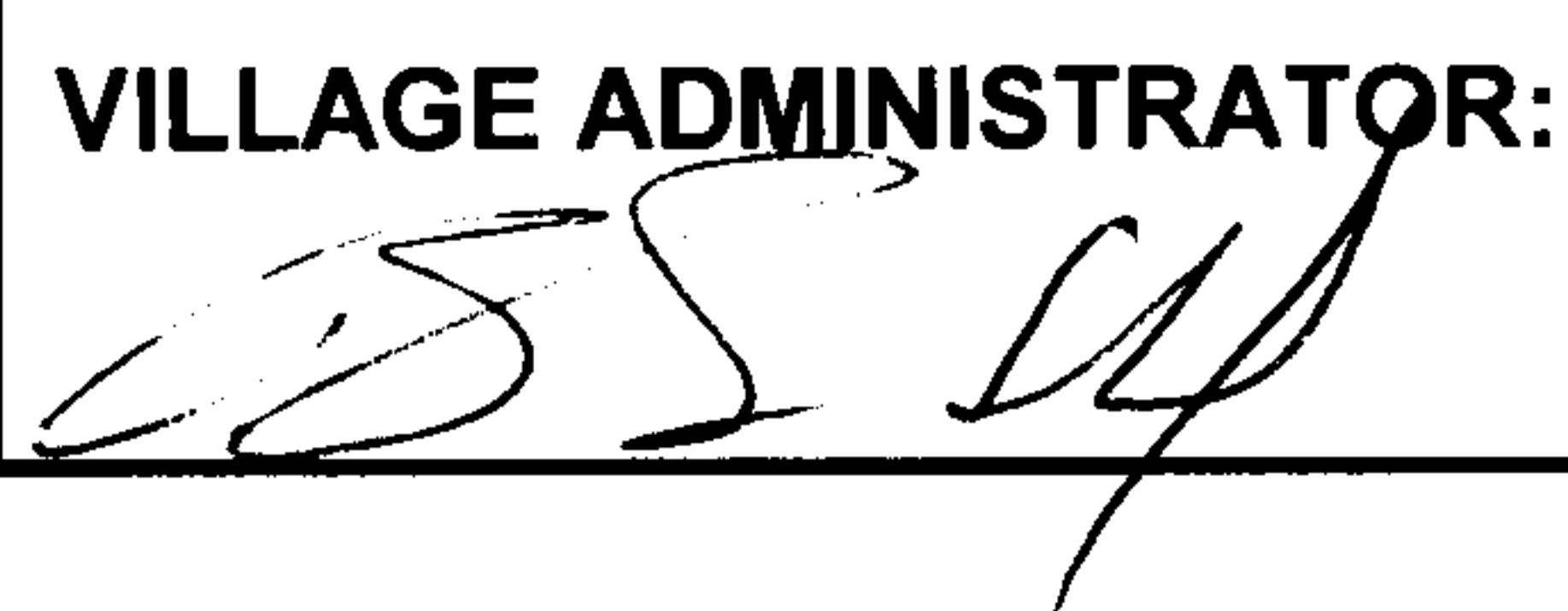
By: _____

Mayor

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE_1__OF__1__

ITEM: 2012 Justice Assistance Grant	DEPARTMENT: Police
AGENDA SECTION:	AMOUNT:
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: April 27, 2012
SUMMARY HIGHLIGHTS: 2012 Justice Assistance Grant This is a joint grant between Champaign, Urbana, Rantoul and Champaign County. Champaign Police Department, as in years past, has volunteered to be the lead agency for handling the grant application and reports. Rantoul Police Department's portion of the grant is \$11,397. The grant funding will be applied to the purchase of a squad car. The remaining funds necessary will come from either Asset Forfeiture Funds, 2013-2014 Budget or a combination of the two.	
RECOMMENDED ACTION: Agree to accept grant funding.	
DEPARTMENT HEAD APPROVAL: 	VILLAGE ADMINISTRATOR: 
AGENDA PAGE NUMBER:	

**INTERGOVERNMENTAL AGREEMENT
JAG PROGRAM**

(City of Champaign, City of Urbana, Champaign County, Village of Rantoul)

THIS AGREEMENT is made and entered by and among the City of Champaign, an Illinois Municipal Corporation ("Champaign"), the City of Urbana, an Illinois Municipal Corporation ("Urbana"), Champaign County, an Illinois Unit of Local Government ("County"), and the Village of Rantoul, an Illinois Municipal Corporation ("Rantoul") 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 Assistant 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, the County and Rantoul desire to apply for JAG funds to fund individual projects in the City of Champaign, City of Urbana, Champaign County and Village of Rantoul.

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 SEVENTY-SEVEN THOUSAND NINETY-THREE DOLLARS (\$77,093.00).

Section 2. Grant Disposition. Proceeds from the grant shall be distributed to Champaign, Urbana, County and Rantoul for funding individual local projects fitting into the JAG guidelines, in the amounts set forth in Exhibit A. Urbana, County and Rantoul shall notify Champaign prior to expenditure of any funds indicating the purpose of the expenditure. If 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, County and Rantoul 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 principals 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 Rantoul and the Sheriff.

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 2012-_____

State's Attorney

CITY OF URBANA

VILLAGE OF RANTOUL

By: _____
 Mayor

By: _____

DATED: _____

DATED: _____

ATTEST: _____
 City Clerk

ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Village Attorney

EXHIBIT A
(City of Champaign, City of Urbana, Champaign County, Village of Rantoul)

JAG AWARD DISPOSITION

The 2012 JAG funds will be distributed to the Champaign Police Department, Urbana Police Department, the Champaign County Sheriff's Office and the Rantoul Police Department to fund individual projects fitting into the guidelines of the JAG grant.

Champaign PD	\$43,230
Urbana PD	\$17,840
Champaign County	\$ 4,626
Rantoul PD	<u>\$11,397</u>
TOTAL	\$77,093

**Edward Byrne Memorial Justice Assistance Grant (JAG) Program
FY 2012 Local Solicitation**

Itemized Budget and Budget Narrative

**Village of Rantoul Police Department
109 E. Grove Ave. Rantoul, Illinois 61866**

The purpose of this form is to summarize, by item, the total budget of the program to be funded in whole or in part with JAG funds.

Equipment Item(s)	Per Unit Cost	# of Units	Total Cost	JAG Amount (Maximum of \$14,179)
2012 state bid squad car	\$25,820.00	1	\$25,820.00	\$11,397.00
Totals:	NA	NA	\$25,820.00	\$11,397.00

(Any increases to this budget proposal will be paid from local funds as the project budget exceeds the maximum amount of JAG funding.)

Budget Details

Personnel costs: \$.00
 Fringe Benefits: \$.00
 Travel Expenses: \$.00
 Equipment: \$25,820.00
 Supplies: \$.00
 Construction: \$.00
 Consultants/Contracts \$.00
 Other Costs: \$.00
 Indirect Costs: \$.00
 Total Project Costs \$25,820.00

JAG amount \$11,397.00
 Local amount \$14,423.00

The Village of Rantoul, Illinois Police Department will utilize JAG funds, in part, for the purchase of a patrol vehicle, to be purchased through the state bid process. The current state bid process is open for the 2012 Ford Police Interceptors with a bid price of \$25,820.00. That vendor is Morrow Brother's Ford, Greenfield, Illinois. Additionally, the village 12/13 fiscal year budget was just approved and becomes effective May 01, 2012. Thus, additional funding for this squad car will come from a budget amendment, from asset forfeiture funds or from the 13/14 fiscal year. So, the 2012 JAG funds will be held until such time that the remaining funds are identified to complete the project. A budget modification may become necessary to account for price changes when this project is approved should the bid period be closed or other type of vehicle be approved for purchase.

Additional costs associated with the purchase of the vehicle are \$14,423.00, for a total cost of \$25,820.00. A portion of the unfunded part of the program may be paid for out of the Rantoul Police Department asset forfeiture account. This account is funded through forfeited assets that are divided by the state, with a certain percentage being awarded to the seizing agency. There are statutory restrictions on how those funds can be spent and this project would fit within the parameters. At this time, there are funds available in this account to cover some of the additional costs that are not covered through JAG funding. Additionally, the Village of Rantoul would have four years to expend the JAG funding.

This budget proposal covers only the cost associated with the direct purchase of the police vehicle. No other equipment, salaries, benefits, consultant fees, travel expenses, supplies or indirect costs will be paid with JAG funds to complete this project. Any changes in vehicle price will be paid by the Village of Rantoul as the JAG funding is limited to \$11,397.00.