WHEREAS, first responder interoperable emergency communications is a critical public safety concern and can be achieved by acquiring advanced technology at a cost that can be prohibitive; and,

WHERAS, The Illinois Terrorism Task Force has made available funding through the Public Safety Interoperable Communications (PSIC) Grant Program to assist public safety agencies in the acquisition of, deployment of, or training for the use of interoperable communications equipment, software and systems that will allow them to interoperate with the STARCOM21 system, the state of Illinois 700 megahertz (MHz) voice interoperability platform; and,

WHERAS, PSIC provides public safety agencies with the opportunity to achieve meaningful and measurable improvements to the state of public safety communications interoperability through the full and efficient use of voice-based telecommunications resources; and,

WHEREAS, the County of Sangamon, the City of Springfield, the City of Champaign, the City of Decatur ("Partner Jurisdictions") are allowed to enter into an Intergovernmental Agreement (IGA); and,

WHEREAS, an IGA must be approved by partner jurisdictions in order to apply for PSIC funding; and,

WHEREAS, by applying for the PSIC grant, the County is obligated for a 20% match in funds for its portion of the grant; and,

WHEREAS, the County is requesting not to exceed \$1,026,285.36 as its portion of the grant, which equates to a 20% match of \$256,571.34;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD MEMBERS OF SANGAMON COUNTY, in session this 7^{th} day of <u>November</u>, 2007 A.D., that the attached Intergovernmental Agreement, is hereby approved.

em i le Neil M. Williamson, Sheriff of Sangamon County

Jail Committee Chairman Member Member Member Member Member en c

NOV 0 6 2007

Sangamon County Clerk

INTERGOVERNMENTAL AGREEMENT <u>PUBLIC SAFETY INTEROPERABLE COMMUNICATIONS GRANT PROGRAM</u>

(City of Champaign, City of Springfield, City of Decatur, Sangamon County,)

THIS AGREEMENT is made and entered by and between the City of Champaign, an Illinois Municipal Corporation ("Champaign"), the City of Springfield, an Illinois Municipal Corporation ("Springfield"), the City of Decatur, an Illinois Municipal Corporation ("Decatur"), and Sangamon County, a unit of local government ("Sangamon County"), collectively referred to as "the Parties," 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., enable the Parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the Public Safety Interoperable Communications Grant Program (PSIC) is a partnership among federal, state, and local governments to create safer communities by increasing the usage of Illinois interoperability platform and enhancing interoperable communications with respect to voice signals; the program and process being more fully described in the Grant Availability Announcement attached hereto as Exhibit "A"; and

WHEREAS, Champaign, Springfield, Decatur, and Sangamon County desire to apply for PSIC funds for the improvement and integration of public safety communications.

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 FIVE MILLION FIVE HUNDRED SIXTY-ONE THOUSAND FOUR HUNDRED EIGHTY-THREE AND 12/100 DOLLARS (\$5,561,483.12).

Section 2. Grant Disposition. Proceeds from the grant shall be used for the purposes as set forth in Exhibit "B," which is the Collective PSIC Grant Application of the parties, and allocated and disbursed in accordance with Exhibit "C," which represents the

project costs and fund matching requirements for each of the Parties. Exhibits "B" and "C" are attached hereto and incorporated herein by reference.

Section 3. Lead Agency. Springfield is hereby designated the Lead Agency for this agreement. Responsibilities shall include leading the application process for the PSIC funds, accepting any and all funds awarded through the PSIC Program, distributing such grant funds as are received in accordance with this Agreement, and preparing required reports.

Section 4. Representative; Information Requirements. Each Party shall designate one representative to fulfill the requirements of this agreement and communicate such designation in writing to the other parties. The representative shall exercise due diligence in providing any and all information necessary or convenient for the performance of the duties required by Springfield in Section 3 above, including submitting the PSIC application and preparation of performance measures and program assessment data, as required by the PSIC program.

Section 5. Fund Restriction. The Parties agree that no funds will be used directly or indirectly for any equipment, purchases, or otherwise not qualifying expenses under the PSIC Grant Program.

Section 6. 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 C to an amount proportional to the funding reflected in Exhibit C so long as that proportional amount is consistent with the principles of this agreement and is in accordance with PSIC program requirements. Should said proportional amount be inconsistent with the principles of this agreement or PSIC requirements, the parties shall use good faith and fair dealing to amend the received funds to comply with this agreement and PSIC program requirements. In the event an Amendment to only Exhibit C is required, the following individuals are authorized to approve the amendment within the particular authorization needs of their

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governing body: **Champaign -** METCAD Director; **Springfield -** Corporation Counsel; **Decatur -** Deputy Chief of Police, Administrative Operations; **Sangamon County -** County Administrator. A written report of the Amendment shall be provided to the governing body of each agency as required by its internal policies and procedures.

Section 7. Notice. Notice given hereunder shall be given to:

Champaign at:

City Manager City of Champaign 102 North Neil Street Champaign, IL 61820

Springfield at:

Mayor City of Springfield 800 East Monroe, Room 300 Springfield, IL 62701

Decatur at:

City Manager City of Decatur #1 Gary K. Anderson Plaza Decatur, IL 62523

Sangamon County at:

County Board Chair County of Sangamon 200 South Ninth Street, Room 201 Springfield, IL 62701 City Attorney City of Champaign 102 North Neil Street Champaign, IL 61820

Corporation Counsel City of Springfield 800 East Monroe, Room 313 Springfield, IL 62701

City Attorney City of Decatur #1 Gary K. Anderson Plaza Decatur, IL 62523

State's Attorney County of Sangamon 200 South Ninth Street, Room 402 Springfield, IL 62701 IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date and year indicated herein. - **^**

CITY OF CHAMPAIGN	SANGAMON COUNTY
Ву:	Ву:
Date:	Date:
ATTEST: City Clerk	ATTEST:
APPROVED AS TO FORM:	APPROVED AS TO FORM:
City Attorney CB 2007-	Assistant State's Attorney
CITY OF SPRINGFIELD	CITY OF DECATUR
By: Mayor	Ву:
Date:	Date:
ATTEST: City Clerk	ATTEST: City Clerk
APPROVED AS TO FORM:	APPROVED AS TO FORM:
Corporation Counsel	City Attorney

EXHIBIT A

Grant Availability Announcement

View the FAQ Page

Program Description and Funding Goals

The Public Safety Interoperable Communications (PSIC) Grant Program administered by the State of Illinois is a matching grant program intended to increase the usage of Illinois' interoperability platform and enhance interoperable communications with respect to voice signals. PSIC provides public safety agencies with the opportunity to achieve meaningful and measurable improvements to the state of public safety communications interoperability through the full and efficient use of voice-based telecommunications resources.

The PSIC Grant Program will assist public safety agencies in the planning and coordination associated with, acquisition of, deployment of, or training for the use of interoperable communications equipment, software and systems that will allow them to interoperate with the STARCOM21 system, the state of Illinois 700 megahertz (MHz) interoperability platform. All expenditures reimbursed through this grant program must be directly associated with the planning and coordination with, acquisition of, deployment of, or training for the grantee achieving interoperability with the Illinois 700 MHz interoperability platform.

To meet National Telecommunications and Information Administration (NTIA) requirements, Illinois is seeking solutions from public safety agencies that (1) achieve meaningful and measurable improvements in the state of interoperability for public safety communications and (2) fill interoperability gaps identified in state and local assessments. It is recognized that many solutions exist to achieve interoperability with the Illinois platform, and Illinois will not dictate a specific technology solution for public safety agencies. However, Illinois will ensure that grantees follow the following technology and all hazards mitigation priorities established by the NTIA:

Technology

- Adopt advanced technological solutions
- Improve spectrum efficiency

• Use cost-effective measures

All Hazards Mitigation

- Improve communications in areas at high risk for natural disasters
- Continue to improve interoperability efforts in urban and metropolitan areas at high risk for threats of terrorism

Application Period and Deadline

The application period is 12:00 a.m. (CST) on October 1, 2007 to 11:59 p.m. (CST) on November 9, 2007. No application received electronically or postal dated after 11:59 p.m. (CST) on November 9, 2007 will be considered for funding.

Eligible Applicants

To be eligible for PSIC funding assistance from the State of Illinois, a public safety agency must be a state or local government entity or authorized nongovernmental organization. A public safety agency may include homeland security, law enforcement, fire, and emergency medical services, among others. For example, such State public safety agencies may include the Illinois State Police, Illinois Department of Public Health, and Illinois Emergency Management Agency. Authorized nongovernmental organizations may include for-profit ambulance services, volunteer fire fighters, and agencies that are responsible for responding to 911 calls, among others.

Pub. L. No. 109-171, § 3006(d)(1), 120 Stat. at 24 (2006). As defined in the OMB Circular A-87, local government means a "county, municipality, city, township, local public authority, school district, special district, intrastate district, council of governments (whether or not incorporated as a non-profit corporation under State law) any other regional or interstate government entity, or any agency or instrumentality of a local government."

PSIC will not support single agency applications. All projects should be multi-jurisdictional and/or regional in scope.

Funding Availability

Under this grant program, up to \$36.4 million is made available in grant awards to successful applicants. This amount includes \$16.2 million allocated for the Chicago Area Urban Area Security Initiative, as recommended in the *PSIC Program Guidance and Application Kit*.

Match Requirement

Each public safety agency requesting PSIC funds is required to meet and document the 20 percent statutory match requirement for each project at the time of application. This match must be available throughout the period of performance of the grant program (January 1, 2008 to July 31, 2010). The Illinois Emergency Management Agency is required to track and report the 20 percent match requirement for each individual project that receives PSIC funds for efforts other than planning and coordination, and training, which do not require any match. This documentation must demonstrate that match funds are from non-federal sources. The match requirements can be met through cash or in-kind sources consistent with 15 C.F.R. §§ 24.3, 24.24.)

Letter of Commitment

The applicant agency must submit, as part of their application documentation, a letter of commitment. The letter, signed by a senior official from each agency listed in the project application, must certify that they will participate in the proposed interoperable communications project if funded. An agency may only participate in one project application.

Application and Submission Information

The applicant must submit an electronic copy of the completed application and letter of commitment no later than 11:59 p.m. (CST) on November 9, 2007 to be considered for funding. An application is considered complete if the following information is submitted:

- Local Interoperable Communications Grant Application
- Letter of Commitment, Signed by Each Participating Agency Listed in the Application

An agency may only participate in a single project application. An agency that participates in multiple project applications will result in the disqualification of all projects for which the jurisdiction's name appears.

Completed proposals must be submitted by the following method:

• An electronic copy of the required documentation emailed to the following address:

PSICApplication@ileas.org

Again, documentation submitted after 11:59 p.m. (CST) on November 9, 2007 will not be considered for funding.

Project Awards and Period of Performance

The State of Illinois will announce the approved projects in December 2007. However, the availability of funds will be dependent on the approval of the Illinois Statewide Communications

Interoperability Plan and Investment Justifications by the NTIA. It is anticipated that NTIA will release Illinois' PSIC funds by March 2008.

The period of performance for the approved projects will be January 1, 2008 to July 31, 2010. Final reimbursement requests through this grant program must be submitted to the Illinois Emergency Management Agency by July 31, 2010.

Additional Information

If you have any general questions regarding the PSIC grant program or application process, please contact the following individual:

Donald Kauerauf PSIC Program Manager Illinois Emergency Management Agency 217-557-4831 Don.Kauerauf@illinois.gov

All technical questions regarding Illinois interoperability platform or achieving interoperability with the Illinois interoperability platform should be directed to the following individual:

Stephen Jackson Communications Officer Illinois Emergency Management Agency 217-557-2746 Stephen.Jackson@illinois.gov

Additional information on the PSIC program can be found at the following web site: http://www.ntia.doc.gov/psic/index.html

Eligibility Assessment

To determine if your project is eligible for PSIC funding, please participate in the project eligibility assessment. The assessment can be accessed by selecting the following link. Only those projects that fulfill the program eligibility criteria will be allowed to download the *Local Interoperable Communications Grant Application*.

The period of performance for the approved projects will be January 1, 2008 to July 31, 2010. Final reimbursement requests through this grant program must be submitted to the Illinois Emergency Management Agency by July 31, 2010.

Eligibility Assessment

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EXHIBIT B

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(FINAL GRANT APPLICATION)

EXHIBIT C

Partner Jurisdiction Name			Sector Maidney	In-Kind Match
Sang Co Acquisition	\$1,282,856.70	\$1,026,285.36	\$256,571.34	
COS Acquisition	\$2,162,747.20	\$1,730,197.76	\$432,549.44	
Decatur / Macon Co Acquisition	\$2,400,000.00	\$1,920,000.00	\$480,000.00	
Champ Co Acquisition	\$885,000.00	\$885,000.00	· · · · · · · · · · · · · · · · · · ·	\$6,400,000.00
	\$6,730,603.90	\$5,561,483.12	\$1,169,120.78	

Total Match \$7,569,120.78

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 Name of Lead Jurisdiction Completing the Grant Application Name of Lead Jurisdiction Completing the Grant Application Provide legal name of jurisdiction completing the same jurisdiction that agrees to be the lead organization regarding the grant application.
2. Point of contact tor Lass Jurisdiction (Prvvde Name, Mailing Address, Prione, Fax and Email Address) (Prvvde Name, Fax and Email Address) (Prvvde Name, Fax and Email Address) (Prvvde Name, Fax and Email Address)
3. List the jurtadictions that will receive assistance (equipment or funding), if this application is funded? (Use the separate worksheet in the Jurtadictions tab below)
 4. Loose the interroperable communications service area for which lumining is sought cover all or part or the county or counties served r 5. What is the total population this application will serve?
6. Describe the nationalistate/local special security or natural disaster concerns (risk assessment) for the interoperable communications service area. Character Limit (1,250)
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Will this project use STARCOM21 as the interoperable solution? If not, explain how interoperability will be achieved using other cross band technologies? Explain how this technology interoperate on the Illinois interoperability, APCO Project 25 platform in a unit-to-unit mode beyond the 700 MHz mutual aid channels? Character Limit (1,250)





1. Detail the total estimated cost for the project throughout the period of performance (January 1, 2008 to July 31, 2010). Describe any other concurrent funding sources that may also support this investment, including form of cost share. Detailed estimated expenditure plan which credibly demonstrates ability to meet expenditure deadline of July 31, 2010.

\$ 13,130,603.90	13.12 \$ 7,589,120.78 \$	\$ 5,561,403.12	Total
*	。 [1] [1] [1] [1] [1] [1] [1] [1] [1] [1]		Planning/Coord.
*	諸国語は高いたい。高麗語の意味		Training
5	(4) 法法罚的 的复数形式 医		Deployment
\$ 13,130,603.90	0.12 44 3 3 3 8 3 3 3 3 3 3 4 3 4 3 1 3 1 3 1 3 1 3 1 3	3	Acquisition
	Amount	Requested	
Trial Invactment*	PSIC Federal Funds Non-Federal Matching Fund	PSIC Federal Fund	

Non-Federal Matching Share Must be No Less Than: \$ 1,112,296.62

Matching Self Check:

*- Total investment includes the Non-Federal Match and Total PSIC Federal Funds Requested

How does your Investment meet the non-Federal cash or in-kind matching requirement? Please Remize both the funding category and amount in the table below. Character Limit (1,250)



Non-Federal Matching Fund Category	Non-Federal Matching Fund Amount
Cash - State	ALCOLD BE REAL OF BUILDING
Cash - Local/Tribal	
Cash - Non-governmental	
n-Kind - Donated volunteer services	
n-Kind - Donated salaries	
n-Kind - Donated equipment	
n-Kind - Donated property	
n-Kind - Indirect costs	
Sther*	socionent and a set of the set of the
[otal	\$ 7,569,120.78

ase explain "Other" in the ng Plan' dialog box above.

7,569,120.78

Matching Self Check:

*

Total Matching Fund Amount Must be Equal to Section V.A. Total Matching Fund Amount of:

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