

RESOLUTION NO. 2023-10-087R

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE UNIVERSITY OF ILLINOIS AND THE CITIES OF URBANA AND
CHAMPAIGN FOR CONSULTATION SERVICES RELATED TO FIRE
PROTECTION SERVICES**

WHEREAS, the City of Urbana (hereinafter "Urbana") is an Illinois municipal corporation and a home rule unit of local government pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 and the statutes of the State of Illinois; and

WHEREAS, in 1997, the University of Illinois (hereafter "University"), the City of Champaign (hereafter "Champaign"), and Urbana entered into an Intergovernmental Agreement (hereafter "IGA") for Fire Protection Services, under which Urbana and Champaign agreed to provide certain fire protection services to the University in exchange for compensation; and

WHEREAS, in 2008, the parties entered into an agreement to amend the IGA, and in 2016, the parties entered into an agreement to further amend the IGA; and

WHEREAS, the parties to this Agreement wish to determine whether changes to the IGA are necessary to continue to meet the objectives of the original agreement for Urbana and Champaign to provide coordinated fire protection and emergency response services to the University in a cost-effective manner for all parties involved; and

WHEREAS, an up-to-date IGA will ensure effective provision of fire protection and emergency services to the people and property of the University. It will also ensure sustainable levels of support by Champaign and Urbana by proper alignment of service levels, costs, and payments for services; and

WHEREAS, Section 10 of Article VII of the 1970 Illinois Constitution and "The Intergovernmental Cooperation Act" (5 ILCS 22011 et seq.) provides for intergovernmental cooperation.

NOW, THEREFORE, BE IT RESOLVED by the City Council, of the City of Urbana, Illinois, as follows:

Section 1. The Intergovernmental Agreement Between the University of Illinois and the Cities of Urbana and Champaign for Consultation Services Related to Fire Protection Services, which is attached hereto and incorporated by reference herein, shall be and hereby is authorized and approved.

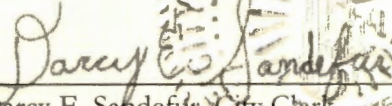
Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver said Agreement on behalf of the City of Urbana, Illinois.

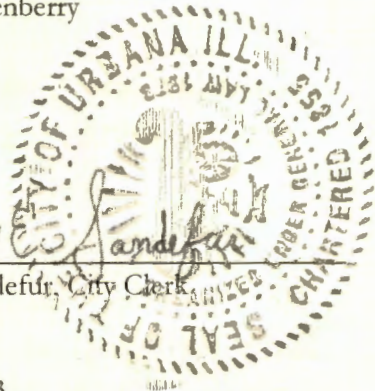
PASSED BY THE CITY COUNCIL this 23rd day of October, 2023.

AYES: Wu, Evans, Hursey, Kolisetty, Bishop, Wilken, Quisenberry

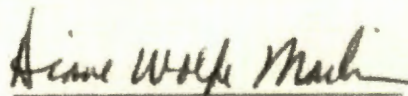
NAYS: None

ABSTAINED: None


Darcy E. Sandefur, City Clerk



APPROVED BY THE MAYOR this 13th day of November, 2023.


Diane Wolfe Martin, Mayor

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE UNIVERSITY OF ILLINOIS
AND THE CITIES OF URBANA AND CHAMPAIGN FOR CONSULTATION SERVICES
RELATED TO FIRE PROTECTION SERVICES**

The parties to this Intergovernmental Agreement (hereafter "Agreement") are The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois (hereafter "University"), the City of Champaign, Illinois, a Home Rule municipal corporation (hereafter "Champaign"), and the City of Urbana, Illinois, also a Home Rule municipal corporation (hereafter "Urbana").

WHEREAS, in 1997, the parties entered into an Intergovernmental Agreement (hereafter "IGA") between the University, Urbana and Champaign for Fire Protection Services, under which Urbana and Champaign agreed to provide certain fire protection services to the University in exchange for compensation.

WHEREAS, in 2008 the parties entered into an agreement to amend the IGA, and in 2016 the parties entered into an agreement to further amend the IGA.

WHEREAS, the parties to this Agreement wish to determine whether changes to the IGA are necessary to continue to meet the objectives of the original agreement to provide enhanced fire protection and emergency response services to the University in a cost effective manner for all parties involved.

WHEREAS, an up-to-date IGA will ensure effective provision of fire protection and emergency services to the people and property of the University. It will also ensure sustainable levels of support by Champaign and Urbana by proper alignment of service levels, costs, and payments for services.

WHEREAS, Section 10 of Article VII of the 1970 Illinois Constitution and "The Intergovernmental Cooperation Act" (5 ILCS 22011 et seq.) provides for intergovernmental cooperation.

NOW, THEREFORE, for and in consideration of the mutual promises herein, the parties agree as follows:

Section 1. Nature of Agreement: Determine whether to amend the IGA to incorporate forward-looking changes that marry the desired level of service by the University with the capacity of Urbana and Champaign.

Section 2. Process:

1. A consultant will be engaged to objectively examine the existing level of service, desired level of service, and the resources necessary to provide the desired level of services.
2. Representatives of the parties will come to a consensus on project scope, consultant selections, and recommended changes to the IGA, if any.
3. Decisions to proceed will only occur when there is a consensus among representatives of the parties.
4. As Lead Agency among the parties, Urbana will issue a Request for Proposals (RFP) for consulting services and maintain appropriate records.

Section 3. Cost Allocation: Parties will share all costs equally on a reimbursable basis to Urbana as Lead Agency. Consultant costs are not yet known and budgeted for, and therefore, all parties must agree to proceed with unanimous consensus.

Section 4. Deliverable phases: The key deliverables of this project will be:

1. Create a scope of work and then issuing an RFP, reviewing and evaluating responses, culminating in the selection of a consultant.
2. Work with the consultant selected to deliver the agreed upon scope of work.
3. Consider any recommendations of the consultant for changes to the IGA by the parties. The parties will negotiate proposed revised terms in an attempt to adopt any

proposed revised terms by the respective authorities and the allocation of resources to implement any potential changes.

Section 5. Term and Termination: The term of this Agreement shall run until all deliverable phases of this Agreement, as defined in Section 4 are completed. This Agreement shall not exceed five (5) years from the effective date of this Agreement unless the parties agree to extend the term of this agreement by unanimous consent. Any of the parties may terminate this Agreement for cause following thirty (30) days after written notice to the other parties of a material breach of this Agreement if the party or parties in breach are unable to cure the material breach within thirty (30) days of notice. Any of the parties may terminate this Agreement without cause following sixty (60) days written notice to the other parties. Additionally, any of the parties may terminate this agreement without cause immediately if any other party is not able to contribute its share of funding due to any of the limitations referenced in Section 8. A terminating party or parties are not entitled to reimbursement of costs already expended.

Section 6. Notices. Service of notice under this Agreement shall, unless otherwise directed in writing, be delivered to the parties respectively at the following addresses:

FOR THE UNIVERSITY: The Office of the Vice Chancellor for Administration and Operations

FOR THE CITY OF CHAMPAIGN: Office of the City Clerk

FOR THE CITY OF URBANA: Office of the City Clerk

Section 7. Authority: All signatories to this Agreement are fully authorized to enter into this Agreement.

The effective date of this Agreement shall be the date that the last of the following persons executes this Agreement:

- (a) The Mayor of the City of Urbana;
- (b) The City Manager of the City of Champaign;
- (c) The Delegate of the Board of Trustees of the University of Illinois.

Section 8. Legal Limitations of Parties. Being Public Bodies, to wit Champaign and Urbana each being a home rule municipality, and the University being a specially chartered body corporate and politic of the State of Illinois, despite the constitutional provisions encouraging governmental cooperation, the parties remain subject to various constitutional and statutory restraints and limitations including the availability of funds which may be lawfully devoted to such purposes. Additionally, the parties remain subject to internal policies requiring approval by the respective governing bodies of the parties for expenditure of funds above and beyond certain limits, and therefore cannot commit to expenditure of funds above and beyond certain limits without prior approval of the respective governing bodies.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the date and year below written.

CITY OF URBANA, ILLINOIS

CITY OF CHAMPAIGN, ILLINOIS

BY: _____

BY: _____

DATE: _____

DATE: _____

BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

BY: _____

DATE: _____