

RESOLUTION NO. 2015-05-024R

A RESOLUTION TO AUTHORIZE AND RATIFY THE EXECUTION OF AN AMENDED INTERGOVERNMENTAL AGREEMENT CONCERNING THE AREA-WIDE RECORDS MANAGEMENT SYSTEM (A.R.M.S.) BETWEEN THE CITY OF URBANA, THE CITY OF CHAMPAIGN, THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, CHAMPAIGN COUNTY (INCLUDING THE SHERIFF'S OFFICE), AND THE VILLAGE OF RANTOUL

(Amended A.R.M.S Agreement)

WHEREAS, each of the parties to the amended Area-Wide Records Management System (A.R.M.S. Intergovernmental Agreement) (hereinafter, the "ARMS IGA") is a body politic organized, operating and maintaining offices within the boundaries of Champaign County, Illinois; and

WHEREAS, the board of Trustees of the University of Illinois (hereinafter, the "University") has the power to enter into and execute contracts on behalf of the University pursuant to 100 ILCS 305; and

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 and execute agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, The City of Urbana (hereinafter, "Urbana"), the City of Champaign (hereinafter, "Champaign"), and the University had previously entered, executed and operated under a written agreement concerning the development, maintenance, and operation of an area-wide record management system; and

WHEREAS, prior to execution of the attached ARMS IGA, the Village of Rantoul (hereinafter, "Rantoul") and Champaign County (hereinafter, the "County"), including the

Sheriff's Office (hereinafter, the "Sheriff") established, operated and maintained their own respective police records systems; and

WHEREAS, Urbana and the other parties to the proposed ARMS IGA deem it necessary, appropriate, efficient, and cost-effective to join together to maintain and operate a single automated police records system; and

WHEREAS, the parties to the proposed ARMS IGA are willing to agree to and cooperate to –

- a. establish, operate and maintain an automated police records system;
- b. input on a regular and periodic basis their respective relevant crime and related information into the said automated police records system;
- c. share with each other their respective relevant crime and related information through the automated police records system;
- d. contribute funds on a regular and periodic basis based on a formula agreed to by the aforesaid three entities in order to establish, operate, maintain, and improve the automated police records system for the benefit of the aforesaid three governmental entities and the communities in which they are located; and
- e. establish and maintain a governing structure for the efficient and effective operation and maintenance of the automated police records system; and

WHEREAS, the parties to the proposed ARMS IGA also deem it appropriate to allow access by non-parties to the proposed ARMS IGA on a limited basis on the grounds that by doing so, the parties respective law enforcement agencies will be able to operate more efficiently and effectively.

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

Section 1.

The ARMS IGA shall be and hereby is approved in substantially the form appended hereto and incorporated herein.

Section 2.

The Mayor of the City of Urbana shall be and hereby is authorized to execute on behalf of the City of Urbana and to deliver to the City Clerk of the City of Urbana, Illinois, the latter being and the same being hereby duly authorized to attest to said execution of the amended Area-Wide Records Management System (A.R.M.S.) Intergovernmental Agreement in substantially the form appended hereto and made a part hereof as hereinbefore so authorized.

PASSED by the City Council this ____ Day of _____, 2015 with the “ayes” and “nays” being recorded as follows:

AYES: _____.

NAYS: _____.

ABSTENTIONS: _____.

ATTEST:

Phyllis D. Clark, City Clerk.

APPROVED by the Mayor this _____ Day of _____, 2015.

Laurel Lunt Prussing, Mayor.

**AREA-WIDE RECORDS MANAGEMENT SYSTEM
(A.R.M.S.) INTERGOVERNMENTAL AGREEMENT**

This Area-Wide Records Management System Intergovernmental Agreement (“ARMS Agreement”) is entered into and executed by and between the City of Urbana, Illinois (“Urbana”), the City of Champaign, Illinois (“Champaign”), the Board of Trustees of the University of Illinois (the “University”), the Village of Rantoul, Illinois (“Rantoul”), and Champaign County, Illinois (the “County”, as defined below), hereinafter collectively referred to as the “Parties.”

WHEREAS, each of the Parties is a body politic organized, operating, and maintaining offices within the boundaries of Champaign County, Illinois;

WHEREAS, the Board of Trustees of the University of Illinois has the power to enter into contracts on behalf of the University of Illinois (110 ILCS 305);

WHEREAS, Section 10 of Article VII of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) enables the Parties to enter into cooperative agreements among themselves;

WHEREAS, the Parties are committed to the principles of cooperation;

WHEREAS, in 2003 Urbana, Champaign and the University entered into and executed one or more agreements entitled “Agreement for Police Record Services” wherein those entities agreed to –

- a. establish, operate and maintain an automated police records system;
- b. input on a regular and periodic basis their respective relevant crime and related information into the said automated police records system;
- c. share with each other their respective relevant crime and related information through the automated police records system;
- d. contribute funds on a regular and periodic basis based on a formula agreed to by the aforesaid three entities in order to establish, operate, maintain, and improve the automated police records system for the benefit of the aforesaid three governmental entities and the communities in which they are located; and
- e. establish and maintain a governing structure for the efficient and effective operation and maintenance of the automated police records system.

WHEREAS, prior to the execution of this ARMS Agreement, Rantoul and the County established, operated and maintained their own respective police records systems;

WHEREAS, the Parties to this ARMS Agreement deem it appropriate, efficient and cost-effective to join together in the operation, maintenance, repair, upgrading, and use of a single automated police records system; and

WHEREAS, because the County will incur a significant increase in its METCAD fees in the coming years, Urbana, Champaign, the University, and Rantoul are willing to recognize that the County will remain a member of and be entitled to the rights and privileges of being an ARMS Member for a four year period.

NOW, in exchange of good, valuable and mutual consideration which each Party hereto acknowledges as having in hand received and for the mutual exchange of the terms, covenants and conditions set forth in this ARMS Agreement, the Parties hereto agree as follows:

1. Definitions:

a. Terms not specifically defined in this ARMS Agreement shall have the meanings respectively ascribed to them by ordinary and common English language usage or as used in the context in which they appear in this ARMS Agreement.

b. “ARMS System” shall mean and include the automated area-wide police records system created or to be created by this ARMS Agreement including, but not necessarily limited to, any and all facilities, equipment, hardware, software, furniture, supplies, material, and personnel required to operate and maintain an automated area-wide police records system for use by Members and such other persons as the Members may allow.

c. “Member” shall mean and include the Parties to this ARMS Agreement and their respective law enforcement agencies and any Governmental Agency which hereinafter enters into and executes this ARMS Agreement.

d. “Governmental Agency” shall mean and include any unit of local, state or federal government which is not a Member.

e. “ARMS Data” shall mean and include any and all data information which Members have inputted and will in the future input into ARMS System and which is or may be accessible to and which is or may be used by any Member.

f. “Lead Agency” shall mean and include the Member designated by this ARMS Agreement as the person having overall day-to-day responsibility for managing, operating and maintaining the ARMS System in accordance with this ARMS Agreement and any bylaws, policies, procedures, rules, regulations, and/or protocols established by the ARMS Policy Board provided for in this ARMS Agreement.

g. “Read-Only Access” shall mean and include the ability to read information on the ARMS System but shall not include the ability to input, change or otherwise modify information in the ARMS System or in any other way alter the ARMS System or any of its data or software.

h. “ARMS Fund” shall mean and include a fund which is uniquely denoted in the Lead Agency’s accounting system to hold and expend Member contributions and Governmental Agency fees, if any, in connection with the operation, maintenance, repair, upgrading, and replacement of the ARMS System.

i. “County” shall refer to Champaign County, a corporate and body politic, and shall include both the powers under the control of the Champaign County Board (“County Board”) and the powers under the control of the Champaign County Sheriff , an elected Office (the “County Sheriff”).

2. Membership and Governing Board: Members shall include the Parties to this ARMS Agreement and any other person who becomes a signatory to this ARMS Agreement.

a. ARMS Policy Board Created: Upon the last of the Parties to execute this ARMS Agreement, an ARMS Policy Board shall be and hereby is created.

b. ARMS Policy Board Composition: The membership of the ARMS Policy Board shall be composed of the individuals who occupy the offices of Urbana Chief of Police, Champaign Chief of Police, University Chief of Police, Rantoul Police Chief, and County Sheriff or their respective designees which designations must be made in a writing which identifies the designee and is signed by the individual making such designation. No designee shall have the right to designate another individual to serve as a designee. The ARMS Policy Board shall also include the head law enforcement officer of any Governmental Agency which becomes a Member by virtue of that Governmental Agency’s execution of this ARMS Agreement. The individuals who sit on the ARMS Policy Board shall be collectively referred to as the “ARMS Policy Board Members.”

c. Quorum of ARMS Policy Board: A quorum of the ARMS Policy Board shall consist of one more than half the number of then sitting ARMS Policy Board Members. Unless otherwise expressly provided in this ARMS Agreement, a quorum of ARMS

Policy Board Members shall be necessary in order to conduct meetings and transact business of the ARMS Policy Board.

d. Fiscal Year: The ARMS Policy Board fiscal year shall commence on July 1 and conclude on June 30 of each year. The initial fiscal year of the ARMS Policy Board, if this ARMS Agreement becomes effective on a date other than July 1, shall commence on the date the last Party to this ARMS Agreement executes the same and shall conclude on the next June 30 thereby providing for an initial fiscal year of less than 365 or 366, as the case may be.

e. Duties of the ARMS Policy Board: The duties of the ARMS Policy Board shall include but shall not necessarily be limited to the following:

i. Electing a Chairperson from among the ARMS Policy Board Members to preside over meetings of the ARMS Policy Board, a Vice-Chairperson from the ARMS Policy Board Members to perform the duties of Chairperson in the absence of the latter; and a Treasurer to handle and supervise the fiscal matters of the ARMS Policy Board and the ARMS Fund. The Treasurer need not be an ARMS Policy Board Member but if not, then the Treasurer shall be the Lead Agency's Comptroller or Treasurer, as the case may be, or his/her designee. Should the County be named Lead Agency, the County Treasurer shall only be named the ARMS Policy Board Treasurer upon his or her written agreement to be bound by this Agreement.

ii. Approving the annual operating budget which shall include but not necessarily be limited to all reasonably projected costs and expenditures deemed necessary for the coming fiscal year's operation and maintenance of the ARMS System as well as a specified amount for future repair, upgrading and/or replacement of the ARMS System hardware and/or software or portions thereof; and the amount which each Member will contribute for the coming fiscal year. The approved annual budget shall be submitted to each Member along with a statement indicating each Member's share of the costs and expenses for the coming fiscal year which shall include any adjustments based on revenue and expenses of the prior year. Such information shall be provided to the Members no later than January 31st.

iii. Approving the mission, goals, and objectives of the ARMS System.

- iv. Approving agreements with and annual user setting fees for Governmental Agencies which, by reason of such agreements, become authorized to have certain Read-Only Access to and use of ARMS Data.
- v. Approving agreements which the ARMS Policy Board deems necessary and appropriate for the operation, maintenance, repair, and upgrading of the ARMS System.
- vi. Approving the addition of new Governmental Agencies as signatories to this ARMS Agreement which, when such entities execute a copy or an original of this ARMS Agreement shall be deemed Members.
- vii. Approving the adoption of such policies, procedures rules, regulations, and/or protocol as the ARMS Policy Board deems necessary and appropriate for the operation, maintenance, repair, and/or upgrading of the ARMS System and which are consistent with the terms of this ARMS Agreement.
- viii. Undertaking such other reasonable action as is or may be necessary to operate, maintain, repair, and upgrade the ARMS System consistent with this ARMS Agreement.
- ix. Receiving from the Lead Agency the report which is provided for in Section 4.a. of this ARMS Agreement.

f. ARMS Policy Board Meetings:

- i. The ARMS Policy Board's regular meetings shall be held on at least a quarterly basis. The Chairperson of the ARMS Policy Board or any three ARMS Policy Board Members may call a special meeting when deemed necessary.
- ii. The ARMS Policy Board shall publish on the Lead Agency's website a notice which complies with the requirements of the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) regarding regularly scheduled meetings.
- iii. In scheduling, noticing and conducting ARMS Policy Board meetings, the ARMS Policy Board shall adhere to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*).
- iv. The ARMS Policy Board, at its discretion, may meet in closed session to consider one or more issues for which such closed session is permitted under the

Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) or which, if reduced to a record, would be deemed exempt under one or more provisions contained in the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*) in order to protect the privacy and confidentiality of law enforcement records, processes, procedures, tactical measures, and related matters.

v. Meetings of the ARMS Policy Board shall be held at the City Council Chambers of the City of Urbana unless another location is otherwise agreed to by the ARMS Policy Board Members.

4. Lead Agency: By reason of this ARMS Agreement, Urbana shall be and hereby is designated as the Lead Agency. Unless the Parties agree otherwise, no change in Lead Agency shall take place without at least one hundred eighty (180) days' notice prior to the beginning of the next fiscal year. The Lead Agency shall be responsible for the overall and day-to-day affairs, operation and maintenance of the ARMS System and for carrying-out such actions and directives as the ARMS Policy Board may direct consistent with this ARMS Agreement. The Lead Agency's duties and responsibilities shall also include but shall not be limited to:

a. Preparing a draft annual report which shall be submitted to the ARMS Policy Board on or before October 31 which shall include the costs and expenses of operating and maintaining the ARMS System during the immediate prior fiscal year including:

i. compensation paid to and benefits provided for any computer analyst or other individual who is employed by the Lead Agency to program, operate, maintain, research, repair, replace, and/or upgrade the ARMS System or any part thereof;

ii. costs in addition to those provide in Sub-Paragraph 4.a.i of this ARMS Agreement for personnel administrative, financial staff, legal staff, and management staff support and supervision for the ARMS System and the computer analyst with said costs being equal to 25% of the total compensation, including salary/wages and benefits, paid by the Lead Agency to the computer analyst;

iii. costs and expenses incurred by the Lead Agency in providing access to and use of the ARMS System on a 24-hour, seven days a week basis by Members and others which the Lead Agency or the ARMS Policy Board allows to use the ARMS System;

- iv. costs and expenses, if any, incurred by the Lead Agency in renting any office space, equipment, supplies, or other materials necessary to the operation, maintenance, repair, and upgrading of the ARMS System;
 - v. costs and expenses, if any, incurred by the Lead Agency in connection with the hosting of the ARMS System should the ARMS Policy Board elect to use such hosting services and facilities;
 - vi. costs and expenses, if any, incurred by the Lead Agency in connection with purchasing, maintaining, repairing, upgrading, and/or replacement of any equipment, hardware, software, materials, or supplies necessary to operate the ARMS System;
 - vii. costs and expenses, if any, incurred by the Lead Agency in the event the Lead Agency deems it necessary to hire or retain one or more persons, services or consultants to program, reprogram or repair the ARMS System or to operate an ARMS System-like system in the event that the ARMS System becomes inoperable;
 - viii. costs and expenses associated with work performed by the computer analyst, other than salary/wages and benefits, including but not necessarily limited to training, education, and telephone service;
 - ix. costs and expenses in connection with operating and maintaining the ARMS System in the interim period following the termination or departure of the computer analyst from his employment with the Lead Agency;
 - x. costs and expenses, if any, incurred by the Lead Agency in complying with any law, rule, regulation, decree, or order which is imposed on the Lead Agency by any state or federal government; and
 - xi. costs and expenses of insuring the ARMS System and its operation from loss, damage, injury, or claims which may arise in connection with the operation of the ARMS System.
- b. Employing and supervising all personnel assigned to operate and maintain the ARMS System in accordance with this ARMS Agreement, any policies and procedures adopted by the ARMS Policy Board, and the Lead Agency's policies and procedures, including but not limited to hiring, firing, discipline, establishing incentives, benefits, negotiation with unions and all other employment decisions;

- c. Incurring and paying on behalf of the Parties' obligations in connection with operating, maintaining, repairing, and upgrading the ARMS System in accordance with this ARMS Agreement and the budget approved by the ARMS Policy Board;
- d. Entering into all contracts, leases and procurement agreements in accordance with this ARMS Agreement, the budget approved by the ARMS Policy Board, and the Lead Agency's policies and procedures;
- e. Providing all personnel administration, financial staff support, insurance, legal advice, and management support and services in accordance with the budget approved by the ARMS Policy Board as provided in this ARMS Agreement;
- f. Billing and collecting from each Member that Member's share of the costs and expenses in operating and maintaining the ARMS System in accordance with the budget approved by the ARMS Policy Board and as set forth in this ARMS Agreement as may be from time to time revised or amended;
- g. Establishing and implementing any policies, procedures, rules, regulations, or protocols that the Lead Agency deems necessary and appropriate to operate and maintain the ARMS System to the extent not otherwise adopted or promulgated by the ARMS Policy Board and which are consistent with this ARMS Agreement;
- h. Creating and maintaining the ARMS Fund in the Lead Agency's accounting system;
- i. Expending funds and making purchases consistent with the annual budget approved by the ARMS Policy Board, this ARMS Agreement and applicable section of the Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq.*) and retaining any funds not expended during the year for future operations, improvements, repairs, and replacements (if necessary);
- j. Receiving reimbursements for all costs and expenses paid or incurred by the Lead Agency in carrying out its duties and responsibilities as Lead Agency under this ARMS Agreement;
- k. Undertaking such emergency action and making such emergency expenditures as are or may be necessary in the event the ARMS System fails or otherwise becomes inoperable; and

l. Undertaking such other duties and responsibilities as may be provided elsewhere in this ARMS Agreement or which, from time-to-time, may be delegated or assigned to the Lead Agency by the ARMS Policy Board.

5. Governmental Agencies: The Lead Agency, after providing written notice to each ARMS Policy Board Member and with receiving no written objection from any ARMS Policy Board Member, may negotiate and enter into one or more agreements with one or more Governmental Agencies for Read-Only Access to the ARMS System.

a. Any agreement entered into with a Governmental Agency shall, at a minimum, contain the terms and conditions governing Read-Only Access to the ARMS System as well as the annual fee and any special assessment, if any, to be charged to such Governmental Agency for such Read-Only Access to the ARMS System.

b. The ARMS Policy Board shall be authorized to adjust any fee charged to any Governmental Agency for Read-Only Access to the ARMS System or the manner and nature in which that Governmental Agency accesses and uses ARMS Data so long as any such agreement does not interfere with any Member's access to, use of, or input into the ARMS System.

c. The Lead Agency, absent express written authority from the ARMS Policy Board, shall not be authorized to permit any Governmental Agency in the absence of that Governmental Agency's execution of this ARMS Agreement to input information into the ARMS System or in any other way alter any software, hardware or ARMS Data which comprises the ARMS System.

d. No Governmental Agency shall be permitted to do anything which does, would or likely will compromise the nature, integrity, operation, or stability of the ARMS System or the ARMS Data.

e. Prior to giving any Governmental Agency a right to Read-Only Access the ARMS System or to use ARMS Data, the Lead Agency shall obtain a written statement executed by a duly authorized officer of such Governmental Agency, that the Governmental Agency will fully subscribe to and abide by any policy, procedure, rule, regulation, or protocol established by the Lead Agency and/or the ARMS Policy Board concerning Read-Only Access to the ARMS System and use of ARMS Data.

f. The Lead Agency or the ARMS Policy Board shall have the unfettered discretion to terminate any Governmental Agency's Read-Only Access to the ARMS System or use of ARMS Data in the event that such Governmental Agency (i) fails to pay any annual

fee and/or special assessment charged by the ARMS Policy Board, (ii) uses ARMS Data in a manner which is inconsistent with the policies, procedures, rules, regulations, and/or protocols established by the ARMS Policy Board, (iii) undertakes an act which in any way compromises the nature, integrity, operation, or stability of the ARMS System or the ARMS Data; or (iv) undertakes any act which may or would subject the Lead Agency, any Member, or any ARMS Policy Board Member to any liability in connection with that Governmental Agency's improper or unlawful act or omission in its use of the ARMS System or ARMS Data. In the event that the ARMS Policy Board terminates any Governmental Agency's Read-Only Access to the ARMS System, the ARMS Policy Board shall notify the Governmental Agency and each ARMS Member of such action and the reason therefore

6. Failure of ARMS System: In the event that the ARMS System fails to operate in its normal and usual manner, whether because of hardware or software failure or the departure or extended absence of the computer analyst from his/her employment with the Lead Agency (regardless of cause for such departure or absence) the Lead Agency shall be authorized to undertake such steps and expend such moneys as are or may be necessary to restore the ARMS System to full operating status. In the event such aforesaid efforts require the expenditure of moneys by the Lead Agency, the Lead Agency shall be entitled to reimbursement for all such expenditures.

7. ARMS System Services and ARMS Data: The ARMS System shall be operated by the Lead Agency in order to provide a centralized data base which contains such information as has already been inputted and which, hereafter, will be inputted into the said data base. Only Members shall have the authority to input information into the ARMS System. Only Members and, to the extent provided for by agreement, Governmental Agencies shall have access to and be authorized to use ARMS Data.

a. The ARMS System shall be accessible and available on a 24-hour, seven-days a week basis including during all local, state and national holidays.

b. **Member Use:** The Members shall be entitled to have access to input information into the ARMS System and use ARMS Data on an as-needed basis. No Member shall be entitled to undertake any action which compromises or is likely to compromise the nature, integrity, operation, or stability of the ARMS System or ARMS Data or which in any way hinders another Member's access to the ARMS System and use of ARMS Data.

c. **Governmental Agency Use:** Governmental Agencies shall be entitled to have Read-Only Access to the ARMS System and use ARMS Data consistent with the terms, conditions and covenants of any agreements entered into by and between such

Governmental Agencies and the Lead Agency and/or ARMS Policy Board consistent with any policies, procedures, rules, regulations, or protocols adopted by the ARMS Policy Board or the Lead Agency. No Governmental Agency shall be granted access to the ARMS System or use ARMS Data in the absence of a written agreement duly executed by the Governmental Agency and the Lead Agency or ARMS Policy Board, as the case may be.

d. Third-Persons: No person other than a Member or a Governmental Agency, pursuant to a written agreement with the Lead Agency or ARMS Policy Board, shall be entitled to have access to the ARMS System or have use of any ARMS Data.

8. Customization of ARMS System:

a. In the event that a Member requests the Lead Agency to customize any portion of the ARMS System, including the nature or type of ARMS Data which the requesting Member seeks to input into or derive from the ARMS System, such request shall be submitted in writing to the ARMS User Committee provided for in Section 9 of this ARMS Agreement. The request shall provide specific information insofar as what customization the Member is requesting. The ARMS User Committee shall determine whether to (i) grant the Member's request in the manner requested; (ii) deny the Member's request; or (iii) alter the Member's request. The ARMS User Committee shall notify the Member in writing as to the ARMS User Committee's disposition of that Member's request and, if denied or altered, the reason or reasons for such denial or alteration and in the case of an alteration, the nature of the alteration.

b. Prior to rendering any decision on a Member's request to customize any portion of the ARMS System, the ARMS User Committee shall forward the Member's request to the Lead Agency and shall consider any recommendation by the Lead Agency insofar as whether such request can be reasonably implemented as requested or in some altered form in order to satisfy the Member's request without compromising the nature, integrity, operation or stability of the ARMS System,

c. In the event that the ARMS User Committee informs a Member that its request for customization has been altered, the ARMS User Committee shall confer with the Member to determine whether such proposal by the ARMS User Committee is acceptable to the Member. If the Member rejects the alteration as proposed by the ARMS User Committee, reasonable efforts shall be made to accommodate the Member's request in such manner so as to avoid compromising the nature, integrity, operation or stability of the ARMS System.

d. The ARMS User Committee shall not be obligated to grant any Member's request for customizing the ARMS System or any portion thereof. The ARMS User Committee shall deny the Member's request where the ARMS User Committee determines that such request will or may compromise the nature, integrity, operation or stability of the ARMS System or interfere with another Member's access to or use of the ARMS System.

e. If the ARMS User Committee grants the Member's request, whether as presented or whether as altered pursuant to agreement of the ARMS User Committee and the requesting Member as to such alteration, the Lead Agency shall undertake the alteration within a reasonable time. In the event that the Lead Agency must incur costs and expenses beyond normal operation of the ARMS System in order to undertake the customization requested by the Member, whether as requested by the Member or as altered by the ARMS User Committee, the Lead Agency shall be entitled to reimbursement for such added cost and expense.

f. The Lead Agency shall not be responsible for any errors or omissions occasioned by any customization, whether in the form requested by a Member or whether in an altered form as agreed to by and between the ARMS User Committee and the requesting Member.

9. User Committee: Upon the last of the Parties to execute this ARMS Agreement, an ARMS User Committee shall be and hereby is created unless sooner created.

a. Each Member shall appoint an individual to serve on the ARMS User Committee. Such individual shall have sufficient education, training and/or experience to understand issues regarding the operation, maintenance and use of the ARMS System.

b. A quorum of the ARMS User Committee necessary to transact business shall consist of one more than half the appointees to the ARMS User Committee.

c. The duties of the ARMS User Committee shall include but shall not necessarily be limited to:

i. Electing a Chairperson and a Vice-Chairperson from among the appointees to the ARMS User Committee;

ii. Assisting, where necessary and appropriate, with the Lead Agency's operation, maintenance and management of the ARMS System and related activities and functions;

- iii. Evaluating the effectiveness of the ARMS System;
 - iv. Making recommendations to the ARMS Policy Board and the Lead Agency regarding alteration, modification, and improvement to the ARMS System;
 - v. Making recommendations to the ARMS Policy Board and the Lead Agency regarding new hardware, software, and other materials and services which the ARMS User Committee believes will improve or enhance the effective and appropriate use of the ARMS System;
 - vi. Evaluating the viability of any Member request to customize the ARMS System or any portion thereof and, where appropriate, recommending alterations to the Member's request for customization; and
 - vii. Coordinating with the Lead Agency to reasonably accommodate approved Member requests for customization of the ARMS System or any portion thereof.
- d. The ARMS User Committee regular meetings shall be held on at least a quarterly basis. The Chairperson of the ARMS User Committee or any three ARMS User Committee appointees may call a special meeting when deemed necessary.
- e. Meetings of the ARMS User Committee Board shall be held at the City Council Chambers of the City of Urbana unless another location is otherwise agreed to by the ARMS User Committee appointees.
- f. The ARMS User Committee shall have no authority, absent a joint express conferral of authority by the ARMS Policy Board and the Lead Agency, to enter into any agreement or incur any financial obligation on behalf of the Members or to which any Member may be bound.

10. Financing Operation and Maintenance of the ARMS System: All aspects of operating and maintaining the ARMS System shall be financed in the following manner.

- a. The ARMS Fund:
 - i. The Lead Agency shall manage and maintain the ARMS Fund. All moneys received in connection with the establishment and operation of the

ARMS System shall be received by the Lead Agency and credited toward the ARMS Fund.

ii. All expenditures and disbursements made in connection with the operation, maintenance, repair, upgrading, and replacement of the ARMS System shall be made from and charged to the ARMS Fund.

iii. All accounting maintained in connection with the ARMS Funds shall be undertaken in accordance with generally accepted accounting principles unless the ARMS Policy Board specifically directs otherwise in writing to the Lead Agency.

iv. To the extent that any Member makes an in-kind contribution to the ARMS System, the same and its reasonably ascertainable or agreed-upon value shall be included in the accounting for the ARMS Fund.

b. Financial Support for ARMS System:

i. The Parties recognize and acknowledge that Urbana, Champaign and the University have made an initial contribution to establish and operate an area-wide police records system. No further initial capital contribution shall be required of Urbana, Champaign or the University.

ii. Except as specifically stated herein, any funding obligations of the County under this Arms Agreement shall be by the County Board's funding of the Sheriff's Office budget for ARMS fees. Any other rights or obligations to act and authority of the County under this Agreement shall be those of the County Sheriff.

iii. Unless otherwise agreed to as provided in this ARMS Agreement, the Members shall make the following annual contributions to the ARMS Fund for the years starting with the Fiscal Year commencing on July 1, 2014 as follows:

(a)	Champaign:	\$59,572
(b)	Urbana:	\$26,202
(c)	University:	\$30,980
(d)	Rantoul:	\$33,000
(e)	County:	\$0

For the next three Fiscal Years, Rantoul's and the County's contributions shall be fixed at \$33,000 and \$0, respectively. Urbana's, Champaign's and the University's contributions shall be a percentage of the yearly budget less \$33,000

with the three respective contribution percentages calculated based upon the number of each of the three entities' authorized officers divided by the aggregate number of these three entities authorized officers. The authorized strength shall be calculated for the upcoming ARMS Fiscal Year as of January 1st of that year.

iv. Notwithstanding anything to the contrary contained in Sub-Paragraph 10.b.ii., during the first four fiscal years commencing with the Fiscal Year beginning July 1, 2014, the ARMS Policy Board Members may adjust, modify or alter the contribution structure provided for in Sub-Paragraph 10.b.ii. in such manner as they may agree by unanimous consent.

v. The ARMS Policy Board, pursuant Sub-Paragraph 2.e.ii. of this ARMS Agreement, shall determine the amount of contributions from Members for subsequent fiscal years following the first four (4) fiscal years. However, unless otherwise agreed, each party shall pay a percentage of the budgeted operating expenses equal to the percentage of then number of its authorized sworn officers compared to the total number of authorized officers by all members in the aggregate as of January 1st of that year.

For all percentage calculations under this ARMS Agreement, the County shall pay based upon its authorized numbers in the Law Enforcement Division only, plus one (1) to account for the few reports/contacts by the Court Security Division.

vi. Any contributions made by the Members which exceed the ARMS Policy Board approved budget in any fiscal year, the amount by which such contributions exceed the said approved budget shall be held for the benefit of the ARMS System and ARMS Policy Board for ARMS System capital replacement or improvement.

vii. In the event that a Governmental Agency enters into an agreement in order to obtain Read-Only Access to and use of ARMS Data, said Governmental Agency shall be assessed an annual fee in an amount to be agreed upon, after consultation with the Lead Agency, by the ARMS Policy Board.

viii. In the event one or more Governmental Agencies execute this ARMS Agreement following the last of the Parties to execute the same, the ARMS Policy Board may, in its discretion, amend Sub-Paragraph 2.e.ii. of this ARMS Agreement to provide for the annual contribution of each such Governmental Agency or direct that all such contributions be held for the benefit of the ARMS

System and the ARMS Policy Board for ARMS System capital replacement or improvement.

ix. All Member contributions to the ARMS Fund and all fees assessed to Governmental Agencies shall be made on a quarterly basis with payment being due within thirty (30) days of receipt of the Lead Agency's billing invoices.

x. In the event any Member or Governmental Agency is unable to remit its contribution or fee, as the case may be, then such Member and/or Governmental Agency shall promptly give written notice to the Lead Agency and the ARMS Policy Board of such fact and shall provide a plan when such contribution or fee will be made or paid.

c. Special Assessments: The ARMS Policy Board shall have the limited authority consistent with this Section to make special assessments against Members and Governmental Agencies which are subject to an agreement with the Lead Agency.

i. If an emergency arises which requires the Lead Agency to expend moneys not otherwise provided for in the annual budget adopted by the ARMS Policy Board in order to address, correct, or remediate an equipment or software failure or the departure or extended absence of the computer analyst from his employment with the Lead Agency which renders the ARMS System wholly or partially inoperable, then the ARMS Policy Board may approve a special assessment to be paid by each Member and Governmental Agency which is then subject to an agreement with the Lead Agency for Read-Only Access to the ARMS System. The special assessment shall be allocated based the percentage which each Member's contribution and each Governmental Agency's annual fee bears to the aggregate of the Members' and Governmental Agencies' contributions for the fiscal year in which the special assessment is assessed. Payment of such special assessment shall be determined by the ARMS Policy Board in the same manner as approving annual budgets. Notwithstanding anything to the contrary contained in this ARMS Agreement, should a special assessment be required during the first four years of this ARMS Agreement, each Governmental Agency's percentage portion of such special assessment shall be computed based on the fee which such Governmental Agency paid as a percentage of the overall budget for the Fiscal Year in which such special assessment is assessed and the Members (including County and Rantoul) shall be obligated to pay the remainder of such special assessment based on the number of each Member's authorized sworn officers as a percentage of the total number of

authorized sworn officers for all Members as of January 1st of the year when the special assessment is assessed.

ii. In the event that the ARMS Policy Board, acting through unanimous approval, and the Lead Agency jointly determine that it is necessary to upgrade, expand or enlarge the ARMS System and that such upgrade, expansion or enlargement cannot wait until the ARMS Policy Board's next annual budgetary cycle, then the ARMS Policy Board may authorize a special assessment to be issued to the Members and the Governmental Agencies. The special assessment shall be allocated based the percentage which each Member's contribution and each Governmental Agency's annual fee bears to the aggregate of the Members' and Governmental Agencies' contributions for the fiscal year in which the special assessment is assessed. Payment of such special assessment shall be determined by the ARMS Policy Board in the same manner as approving annual budgets.

iii. Nothing in the ARMS Agreement shall authorize the ARMS Policy Board or Lead Agency acting alone to impose a special assessment on any Member or Governmental Agency unless assessed in the manner provided for in this Section 10.c.i or ii.

d. Notwithstanding anything contained in this ARMS Agreement to the contrary, in the event that any specific expenditure which was not otherwise included in the budget exceeds \$5,000.00, such expenditure must be approved by the Policy Board prior to the Lead Agency entering into a legally binding obligation.

11. Data Policies: The ARMS Policy Board, ARMS User Committee and the Lead Agency shall, where appropriate, jointly cooperate in the development and implementation of policies, procedures, rules, regulations, and/or protocols which they deem necessary for governing the input of data into and use of the ARMS System by Members and the access to and use of ARMS Data by Governmental Agencies.

a. In the event that no joint policies, procedures, rules, regulations, and/or protocols are so adopted then the Lead Agency shall be authorized to adopt such policies, procedures, rules, regulations, and/or protocols as it deems necessary to effectively and efficiently operate and maintain the ARMS System and for providing for input of data into, use of, and access to the ARMS System by Members and access to the Arms System and use of ARMS Data by Governmental Agencies.

b. All information or data entered into the ARMS System by a Member shall remain the personal property of that Member and each such Member shall retain all ownership

rights, title and interest in such information or data. No person other than a Member shall have the authority to enter data into or remove data from the ARMS System. In the event a Governmental Agency wants to enter data into the ARMS System then such Governmental Agency must apply to become a Member. A two-thirds (2/3rds) affirmative vote of all ARMS Policy Board Members shall be required to admit a new Member.

c. In the event that the Lead Agency receives a Freedom of Information Act (“FOIA”) request for information or data which a Member inputted into the ARMS System, the Lead Agency shall tender that FOIA request to each such Member and/or Governmental Agency whose information or data has been requested. The Member or Governmental Agency, as the case may be, shall be solely responsible for responding to the FOIA request. In the event that the Lead Agency is compelled to respond to a FOIA request or is brought into an administrative or judicial (whether civil or criminal) proceeding concerning the handling or response to such FOIA request, then that Member and/or Governmental Agency shall indemnify, defend and hold harmless the Lead Agency in connection with all matters relative to that FOIA request and any response thereto.

12. Term of Agreement, Termination by Lead Agency, Withdrawal by Member:

This ARMS Agreement shall have a term of five (5) years commencing on the date the last Party hereto executes this ARMS Agreement. In the event that this ARMS Agreement is not terminated by written consent of the Parties hereto sooner than the aforesaid time for expiration, this ARMS Agreement shall automatically renew for another five-year term and will continue to do so until terminated by the Parties hereto.

a. In the event that the Lead Agency elects to cease serving as Lead Agency, the Lead Agency shall provide written notice to all other Members at least five hundred (500) days in advance of the effective date of the date when the Lead Agency shall cease serving as Lead Agency. By giving such written notice, the Lead Agency shall not be deemed to be withdrawing as a Member unless such notice expressly states otherwise. If the Lead Agency’s notice of intent to cease serving as Lead Agency also includes notice of its intent to withdraw from participation in the ARMS System, then the immediate aforesaid notice requirements, including time for giving such notice, still apply. The length of the immediate aforesaid notice requirement is necessary in order for the Members to arrange for another means and manner of operating and maintaining the ARMS System or for putting in place a replacement of the Lead Agency.

b. In the event that the Lead Agency notifies the Members of its intent to cease operating as the Lead Agency, the Lead Agency shall cooperate to the fullest extent

possible in facilitating the transition of its services and work to another Member designated by the ARMS Policy Board to serve as Lead Agency or such other person as the Members may designate by their majority consent. Such cooperation may, but not necessarily, include providing copies of the information contained in the ARMS System, software programs (consistent with any software licensing agreements which the Lead Agency may have entered into), and assistance in re-establishing the ARMS System in a different location if required.

c. Any Member may terminate its participation in the ARMS System by giving the ARMS Policy Board and the Lead Agency written notice of such intention to terminate at least one hundred eighty (180) days prior to the expiration of the then current fiscal year of the ARMS Policy Board. The notice of termination shall become effective on June 30 following the date appearing on such written notice if such notice is timely or the following June 30 if such notice is given less than the aforesaid 180-day time period. Nothing herein shall be deemed or construed as terminating the Lead Agency's role or obligation as Lead Agency even though it gives notice of its intention to terminate its participation in the ARMS System. The terminating Member shall be entitled to receive one copy of the information which it inputted or caused to be inputted into the ARMS System and such copy shall be provided in a manner or format requested by the departing Member so long as the Lead Agency can generate such information in the manner or format requested. If the Lead Agency cannot provide the departing Member's information in the manner or format requested by the departing Member, then the departing Member and the Lead Agency shall confer in order to arrive at a mutually acceptable means or manner for providing the aforesaid information. The terminating member may continue to vote on routine operational matters and on special assessments necessary to continue normal routine operations. The terminating member shall not be allowed to vote on a matter which is primarily intended to affect operations, expenses, contributions or assessments occurring after its departure. Until the effective date of its departure, the terminating member shall be responsible to pay its normal quarterly contributions and its share of any special assessments as is immediately necessary to maintain normal operations. The terminating member shall not be responsible to pay any portion of a special assessment which upgrades or improves the ARMS system or which is primarily intended to benefit operations after the departure of the member.

13. Ownership of ARMS System Software and Hardware:

a. Nothing in this ARMS Agreement shall be deemed, interpreted or construed as divesting or transferring Urbana's ownership interest in any and all hardware, software, code, supplies, and materials which it initially contributed to establishing and operating

an ARMS-like system unless Urbana has been reimbursed in pro rata part by one or more of the Members for such contribution.

b. In the event that Urbana ceases to be the Lead Agency and a Member of the ARMS System and where it has contributed hardware, software, code, supplies, and materials for the operation and maintenance of the ARMS System without reimbursement from one or more of the Members, Urbana may, at its election and pursuant to agreement with the remaining Members, enter into a lease and use agreement for the remaining Members' continued use of the said hardware, software, code, supplies, and materials.

c. Regarding any hardware, software, code, supplies, and materials which is or are purchased from the ARMS Fund or for which the Members have paid, whether through their respective annual contributions or by way of special assessment, upon dissolution of the ARMS System, all such capital assets utilized by the Lead Agency in operating and maintaining the ARMS System will be sold at public auction or by other means of public sale approved by the ARMS Policy Board Members. The proceeds of such auction or sale, after paying all costs of any such auction or sale and after paying any unpaid obligations relating to the operation, maintenance, repair, and/or upgrading of the ARMS System, shall be divided among the Members based on the percentage which each Member's contribution bears to the aggregate of the contributions made in the fiscal year preceding the fiscal year in which such auction or sale occurs.

d. Nothing in this ARMS Agreement shall be deemed, construed or interpreted as granting any form or type of property (whether personal property or intellectual property) right in any hardware, software, equipment, or data which comprises the ARMS System to any Governmental Agency which is or has been granted Read-Only Access to the ARMS System.

14. Default and Right to Cure: A default under this ARMS Agreement shall include but not be limited to a refusal to pay or a failure to pay without providing any alternate plan of payment, any contribution or special assessment provided for in this ARMS Agreement or the failure to perform any other obligation required of a Member as provided in this ARMS Agreement. The following shall govern any default and right to cure under this ARMS Agreement.

a. In the event any Member defaults on its performance of any obligation required by reason of this ARMS Agreement, the Lead Agency shall give written notice of such default to the allegedly defaulting party and provide a copy of such notice to the ARMS Policy Board. Such written notice shall describe the nature of the default and shall cite to the section or sections of this ARMS Agreement on which the alleged default has

occurred. The recipient of a notice of default shall respond to the notice within fourteen (14) calendar days and such response shall state: (i) that the default, as noticed, has been fully and completely cured; or (ii) that no default has occurred and the reasons why no such default is deemed to have occurred; or (iii) that the default will be cured and the means of curing such default and the date by which such default will be cured. In the event that a noticed default is not cured, the ARMS Policy Board, by unanimous vote of all its members except for the defaulting Member's appointee, may terminate the defaulting Member and such terminated Member shall have the rights provided for it in Section 12.c. of this ARMS Agreement.

b. In the event that the Lead Agency defaults on its performance of any obligation as Lead Agency required by reason of this ARMS Agreement, the Chairman, with the consent of the a majority of the ARMS Policy Board Members (excluding the Lead Agency's Chief of Police or his/her designee), shall give written notice to the Lead Agency of such default. Such written notice shall describe the nature of the default and shall cite to the section or sections of this ARMS Agreement on which the alleged default has occurred. The Lead Agency shall respond to the notice within fourteen (14) calendar days and such response shall state: (i) that the default, as noticed, has been fully and completely cured; or (ii) that no default has occurred and the reasons why no such default is deemed to have occurred; or (iii) that the default will be cured and the means of curing such default and the date by which such default will be cured. In the event that a noticed default is not cured, then the ARMS Policy Board, by unanimous vote (excluding the vote of the Lead Agency's Chief of Police or his/her designee) may terminate the Lead Agency's service as Lead Agency and the Lead Agency shall have the rights provided for it in Section 13. In the event that the Lead Agency is terminated as Lead Agency, nothing herein shall be deemed, construed or interpreted as terminating the Lead Agency's membership unless such default included failure to perform its obligations as a Member.

15. Miscellaneous Terms and Conditions:

a. Insurance: The Lead Agency shall procure and maintain, during the term of this Agreement and any extension thereof, sufficient property insurance to cover the replacement value of all hardware, software, codes, supplies, and materials used in the operation and maintenance of the ARMS System against all direct loss or damage. The cost of any such insurance shall be a cost of operating and maintaining the ARMS System and shall be borne by the Members in the same manner as other costs in accordance with this ARMS Agreement. The Lead Agency shall procure and maintain liability and worker's compensation insurance for the ARMS System operations in accordance with insurance purchase standards for its other operating departments.

b. Claims Arising from Use of the ARMS System: In the event any Member and/or the Lead Agency is joined in a civil action brought by a third person and which alleges one or more claims or actions in connection with the operation and/or maintenance of the ARMS System or use of any ARMS Data, the Member or Members or the Lead Agency, as the case may be, receiving any such notice of such action shall promptly notify the other Members of such action. The cost of defending such action, to the extent that such cost exceeds any liability or worker's compensation insurance policy deductible, shall be borne by the Members in the same manner as other costs in accordance with this ARMS Agreement. In the event that any judgment, order or decree is entered against any Member and/or the Lead Agency based on a finding that the said Member's, Members' and/or Lead Agency's conduct (whether through act or omission) was intentional, willful, or wanton, such Member, Members, and/or Lead Agency, as the case may be, shall be solely responsible for the payment of such judgment, order or decree to the extent that the amount of such judgment, order or decree exceeds the deductible of any such liability or worker's compensation insurance policy. In the event that any judgment, order or decree is entered against any Member and/or the Lead Agency based on a finding that the said Member's, Members' and/or Lead Agency's conduct (whether through act or omission) was negligent, the payment of such judgment, order or decree, to the extent that any such payment exceeds the amount of the deductible of any such liability or worker's compensation policy, shall be borne by the members in the same manner as other costs in accordance with this ARMS Agreement.

c. Limitations of Personnel: No employee shall have authority to commit, obligate or bind any Member hereto to any contract or obligation unless specifically authorized by said Member, except as provided for in this ARMS Agreement.

d. Notice: Any notice required to be given pursuant to Sections 12 and 14 of this ARMS Agreement shall be deemed effective when stated if given in the following manner:

i. If by First Class Mail, return receipt requested – If notice sent by First Class Mail, return receipt requested, in an envelope properly addressed and bearing proper postage, then such notice shall be deemed effective four days after placement with the U.S. Postal Service.

ii. If by overnight courier: If notice is sent by overnight courier service such notice shall be deemed effective the next business day following its receipt.

iii. Notice by any other means shall not be deemed effective notice for any purpose.

iv. Notices shall be addressed to Members as follows:

City of Urbana: Mayor, City of Urbana, 400 S. Vine St., Urbana, IL 61801

City of Champaign: City Manager, City of Champaign, 102 N. Neil St, Champaign, IL 61820

University of Illinois: Office of the Board of Trustees, 352 Henry Administration Building, 506 S. Wright, Urbana, IL 61801

Village of Rantoul: Mayor, Village of Rantoul, 333 S. Tanner St., Rantoul, IL 61866

Champaign County: County Sheriff, 204 East Main St., Urbana, IL 61802

Notices sent to Governmental Agencies shall be addressed to the chief operating officer of the Governmental Agency at the Governmental Agency's primary office location.

e. Additional Communications: Where notice is required by reason of any Section in this ARMS Agreement other than Section 12 or Section 14, notice may be given by e-mail or through such other means as is or would be customarily acceptable for the efficient and effective operation and maintenance of the ARMS System.

f. Authorization to Execute ARMS Agreement: The Parties represent and warrant that the individuals who execute this ARMS Agreement on behalf of their respective parties have the authority to do so.

g. Amendments: This ARMS Agreement may be amended, altered or changed only by mutual written agreement executed by the Parties hereto. Any such amendment, alteration or change shall become effective on the date that the last of the Parties hereto executes such amendment, alteration or change.

h. Effective Date: This ARMS Agreement shall become effective on the date that the last of the Parties hereto executes this ARMS Agreement.

i. Governing Law: This ARMS Agreement shall be interpreted and construed pursuant to the laws of the State of Illinois and any action to interpret, construe or enforce this ARMS Agreement and any action for breach thereof shall be initiated and maintained in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois.

j. Prior Agreements: Upon the taking effect of this ARMS Agreement, any and all prior agreement among two or more Members concerning the operation of an ARMS-like system shall be terminated and this ARMS Agreement shall supersede any and all such prior agreements.

k. Recitals: The recitals set forth above shall be deemed incorporated into this ARMS Agreement as if set forth herein.

l. Good Faith Performance: Each Member shall participate in the ARMS System in a good faith manner which good faith shall include but not be limited to (1) operating and maintaining a police records system (the ARMS System); (2) inputting on a regular and periodic basis their respective relevant crime and related information into the ARMS System; (3) sharing with each other their respective relevant crime and related information through the ARMS System; (4) contributing funds on an as-needed basis pursuant to agreement of the Members to operate, maintain and improve the ARMS System; and (5) taking no act or omission which would limit or interfere with another Member's use of the ARMS System.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals to this ARMS Agreement as of the dates indicated below.

[END OF ARMS Agreement – SIGNATURES ON FOLLOWING PAGE(S)]

CITY OF CHAMPAIGN

CITY OF URBANA

BY: _____
City Manager

BY: _____

DATE: _____

DATE: _____

ATTEST: _____
City Clerk

ATTEST: _____
City Clerk

APPROVED AS TO FORM FOR CITY:

APPROVED AS TO FORM FOR CITY:

City Attorney

City Attorney

CHAMPAIGN COUNTY

BY: _____
County Board Chair

DATE: _____

ATTEST: _____
County Clerk

CHAMPAIGN COUNTY SHERIFF'S OFFICE

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

BY: _____
Sheriff

BY: _____
Comptroller

ATTEST: _____
Notary Public

ATTEST: _____
Secretary

APPROVED TO FORM FOR
CHAMPAIGN COUNTY:

APPROVED TO FORM FOR BOARD OF
TRUSTEES OF UNIVERSITY OF
ILLINOIS

BY: _____
State's Attorney

BY: _____
Attorney for Board of Trustees

VILLAGE OF RANTOUL

BY: _____
Mayor

DATE: _____

ATTEST: _____
Secretary

APPROVED AS TO FORM FOR VILLAGE

BY: _____
Village Attorney