



CITY OF URBANA

Information Technology Division Memorandum

To: City Council Members
From: Sanford Hess, IT Director
Regarding: Inter-Governmental Agreement with the City of Champaign for Computer Programming Services
Date: February 19, 2020

The Inter-Governmental Agreement (IGA) up for review is an agreement with the City of Champaign for Urbana's IT team to provide programming services related to the Area-Wide Records Management System (ARMS) that is used by the Champaign Police, Urbana Police Department, and three other police jurisdictions in the County.

This IGA is similar to the Memorandum of Understanding approved by Council in January with the Champaign County Sheriff's Office. In both cases, the other party has received the "Edward Byrne Memorial Justice Grant Assistance Grant" – and that grant has a requirement that 3% of its total value be spent on efforts to adopt the National Incident-Based Reporting System (NIBRS) standard.

As was presented in January, Urbana (as the Lead Agency for ARMS) is responsible for making ARMS compliant with NIBRS. This requires design and programming efforts by Urbana IT staff. With this IGA, Urbana will bill some of those staff costs (\$1,609.55) to the City of Champaign, who will reimburse Urbana.

To emphasize: making ARMS support NIBRS is work that the City of Urbana **must** complete during the calendar year 2020. The benefit of the IGA is that we will be reimbursed for some this work. The reimbursements will be retained in the ARMS Fund and used to offset the future purchase of a replacement system for ARMS.

Staff recommends that we sign the IGA and take advantage of the grant funding available.

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**INTERGOVERNMENTAL AGREEMENT TO RENDER AREA-WIDE
RECORDS MANAGEMENT SYSTEM INFORMATION COMPLIANT
WITH NATIONAL INCIDENT-BASED REPORTING SYSTEM SPECIFICATIONS**

This Intergovernmental Agreement to Render the Area-Wide Records Management System Information Compliant with National Incident-Based Reporting System Specifications (hereinafter, "IGA") is entered into this _____ day of _____, 20__ by and between the City of Champaign, Illinois (hereinafter, "Champaign") and the City of Urbana, Illinois (hereinafter, "Urbana") (individually and generically, a "Party", and collectively, the "Parties").

WHEREAS, Urbana and Champaign are units of local government pursuant to Article VII, § 1 of the Illinois Constitution of 1970; and

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; and

WHEREAS, in 2003, Urbana, Champaign, and the Board of Trustees of the University of Illinois entered into an intergovernmental agreement to establish, operate and maintain an automated police records system for use by those units of local government (Area-Wide Record Management System, hereinafter, "ARMS"); and

WHEREAS, the ARMS intergovernmental agreement was amended in 2015; and

WHEREAS, the 2003 ARMS intergovernmental agreement and the 2015 amendment to that agreement designated Urbana as the lead agency to establish, operate and maintain an automated police records system for use by the signatories of the aforesaid intergovernmental agreements; and

WHEREAS, since 2003, Urbana has established, operated and maintained ARMS for use by the signatories of the aforesaid intergovernmental agreements; and

WHEREAS, the United States Department of Justice has established a National Incident-Based Reporting System (hereinafter, "NIBRS") that it has updated over the years; and

WHEREAS, in order for units of local government to participate in NIBRS, they are required to conform their own respective police information reporting systems with specifications issued by the United States Department of Justice; and

WHEREAS, the United States Department of Justice has made grants available to units of local government in order to assist them in bringing their respective police information reporting systems into compliance with NIBRS including the Edward Byrne Memorial Justice Grant Assistance Grant; and

WHEREAS, Champaign has applied for and been awarded grant money from the Edward Byrne Memorial Justice Grant Assistance Grant for NIBRS compliance in the amount of \$1,609.55; and

WHEREAS, Champaign has advised Urbana that it is willing to provide the share of the grant funds set aside for NIBRS compliance to Urbana in order for Urbana to bring ARMS into compliance with NIBRS; and

WHEREAS, the Parties seek to enter into this IGA in order for Champaign to contract with Urbana to bring ARMS into compliance with NIBRS.

NOW for good, valuable and mutual consideration which each Party hereto acknowledges as having in-hand received and for the mutual exchange of the terms, conditions and covenants contained herein, the Parties agree as follows:

A. TERM OF IGA: The term of this IGA shall commence on the latest date appearing in the signature block below and shall continue until the Parties have completed their respective obligations and responsibilities as provided in this IGA.

B. URBANA'S OBLIGATIONS AND RESPONSIBILITIES: Urbana shall have the following obligations and responsibilities:

1. Design: Urbana shall have all responsibility for designing how the ARMS software shall comply with the NIBRS specifications. Such responsibility shall include but shall not necessarily be limited to identifying what additional data input, data validation, and data extraction must be added to ARMS in order to comply with the NIBRS specifications.

2. Programming: Urbana shall have all responsibility for programming ARMS to become and remain compliant with NIBRS specifications. Such responsibility shall include but shall not necessarily be limited to identifying what additional data input, data validation, and data extraction must be added to ARMS in order to comply with the NIBRS specifications.

3. Development Timeline: Urbana's development timeline shall include the following:

- a. Writing a design specification that describes the new fields, validations, and extracts.
- b. Programming of the software changes.
- c. Testing of the software changes, including submitting test files.

- d. Updating procedures and system documentation.
- e. Training rollout featuring videos to inform ARMS users on how to access details on NIBRS validations in the documentation.

4. Performance Of Work: Urbana shall deploy one or more of its Information Technology Division's employees to perform all work necessary in order to bring ARMS into compliance with the NIBRS specifications. Urbana shall assure that each such employee possesses the education, training and experience to perform the necessary work in a professional and efficient manner. Urbana shall have sole management authority over and responsibility for each employee's work in bringing ARMS into compliance with the NIBRS specifications.

5. Reports Of Progress: Urbana shall provide Champaign a monthly status report regarding Urbana's undertaking and completing the above five-referenced timeline tasks listed in Subsection B.3. All monthly status reports shall be submitted to the person designated by Champaign to receive such reports. The first monthly report shall be provided on the fourth Monday following the commencement of the term of this IGA as provided in Section A. of this IGA.

6. Completion Of Performance: Urbana shall not be deemed to have completed its performance under this IGA until such time as when the State and Federal authorities affirm that the ARMS submissions are in compliance with NIBRS standards.

7. Tracking Time: Urbana shall keep a record of all time spent by each Urbana employee who provides work in bringing ARMS into compliance with NIBRS. Each employee's time shall be recorded and kept to the nearest tenth of an hour. Records of each employee's time and efforts to bring ARMS into compliance with NIBRS shall, at a minimum, include the following:

- a. Name or names of the employees who performed the work.
- b. Each date each employee spent time undertaking the work.
- c. The amount of time, rounded to nearest tenth of an hour, each employee spent performing the work per day.
- d. A description of the work that each employee performed.
- e. The hourly rate that Urbana pays each such employee, including benefits
- f. The total number of hours, rounded to the nearest tenth of an hour, each employee spent performing the work during each month.

g. An extension of Urbana's costs for each employee who performed work during each month calculated by the total number of hours, rounded to the nearest tenth of an hour, each employee spent performing the work times that employee's hourly rate of monetary compensation.

h. A total of the cost of all employees who performed work during each month.

i. An overhead amount that will be calculated by multiplying the total cost of all employees by 25%.

8. Invoicing. On or before the twentieth (20th) day of each calendar month during which an Urbana employee performed the work contemplated by this IGA during the immediate prior month, Urbana shall tender a written invoice to Champaign for Urbana's cost of performing such work. Urbana shall send the first such invoice the month immediately succeeding the month when any one or more Urbana employees commenced performing the work contemplated by this Agreement.

C. CHAMPAIGN'S OBLIGATIONS AND RESPONSIBILITIES: Champaign shall have the following obligations and responsibilities:

1. Cooperation: To the extent required and where requested by Urbana, Champaign shall cooperate with Urbana in the latter's efforts to bring ARMS into compliance with NIBRS.

2. Federal Contact: Champaign shall undertake such reasonable effort as is or may be necessary with the United States Department of Justice in order to comply with rules of the Edward Byrne Memorial Justice Assistance Grant in the amount of One Thousand Six Hundred Nine and 55/Hundredths Dollars (\$1,609.55).

3. Submission Of Reimbursement Requests: Champaign shall submit to the United States Department of Justice such reimbursement requests, financial reports and other documents as is or are necessary in order for Champaign to access and use the grants references in Section C.2. of this IGA.

4. Payment Of Invoices: Champaign shall pay, within thirty (30) days of receipt, each Urbana invoice for Urbana's work in bringing ARMS into compliance with the United States Department of Justice NIBRS specifications.

5. Limitation on Payment Of Invoices: Champaign's responsibility and obligation to pay Urbana's invoices shall be limited to the grant funds that Champaign actually receives from the United States Justice Department grant sources identified in Section C.2. of this IGA.

6. Invoice Disputes: In the event that Champaign does not dispute any amount or means of calculating any such amount contained in any Urbana invoice within thirty (30) days of receipt of any such invoice, Champaign will be deemed to have waived its right to dispute or otherwise contest such invoice. If Champaign gives written notice to Urbana that Champaign disputes any Urbana invoice or any part thereof within the aforesaid thirty (30) day time period, the Parties shall resolve the dispute as provided in Section D.1 of this IGA.

D. General Terms and Conditions:

1. Dispute Resolution:

a. In the event a Party (hereinafter, the “Non-Defaulting Party”) believes the other Party (the “Defaulting Party”) has defaulted on any obligation provided for in this Agreement, the Non-Defaulting Party shall have the right to send the Defaulting Party a written Notice of Default. The Notice of Default shall, at a minimum, (i) state the nature of the default; (ii) identify the section of this Agreement believed to be in default; and (iii) state the date by which the default must be cured. Within five (5) business days of receipt of the Notice of Default, the Defaulting Party shall respond in writing to the Notice of Default by (a) stating that the default has been cured; (b) stating that the default cannot be cured by the date provided in the Notice of Default but that it can be cured at a specifically stated later date; or (c) providing clear evidence that no default occurred. If the Defaulting Party fails to cure the default within the time provided in the Notice of Default or such other time as the Parties agree or if the Non-Defaulting Party does not accept the Defaulting Party’s evidence that no default occurred, the Parties shall confer in an effort to resolve their dispute.

b. In the event of a failure to cure a default, the Non-Defaulting Party shall have the right to terminate this Agreement by giving the Defaulting Party written notice of the Non-Defaulting Party’s intent to terminate the Agreement. The Notice of Termination shall include the date when the Non-Defaulting Party deems the Agreement terminated which date shall be no less than twenty-one (21) days of the date when the Notice of Termination is placed for delivery to the Defaulting Party.

c. In the event of a Default, either Party shall have the right to pursue such remedies as that Party believes are appropriate.

2. Indemnity: Each Party (hereinafter, the “Indemnifying Party”), at the Indemnifying Party’s respective expense, shall indemnify, keep and save harmless, and defend the other Party (hereinafter, the “Indemnified Party”) and their respective directors, officers, elective and appointed officials, employees, and agents, as the case may be, from and against all injuries, death, loss, damages, claims, suits, liabilities, judgments, decrees, settlements,

costs, and expenses including reasonable attorney fees, which may in any way be asserted, whether in law of equity, against the Indemnified Party, as a result of the Indemnifying Party's grossly negligent, or negligent wrongful or unlawful acts or omissions. Notwithstanding the immediate forgoing, the Indemnifying Party shall have no obligation to indemnify, keep and save harmless, and defend the Indemnified Party as provided in this Section from and against any injury, death, loss, damages, claim, suit, liability, judgment, settlement, cost and/or expense including attorney fees, which may in any way accrue as a result of the Indemnified Party's or its respective directors', officers', elected and appointed officials', employees' or agents', as the case may be, grossly negligent, or negligent wrongful or unlawful acts or omissions. Nothing in this Section shall be deemed, construed or interpreted as a waiver or release by either Party of such rights as it may have pursuant to the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et seq.). This Section, in its entirety, shall survive the expiration of termination of this Agreement.

3. Notices: Any written notice required to be given by this Agreement shall be in writing and deemed effective as hereinafter stated:

a. If by U.S. First Class Mail: If notice is given by U.S. First Class Mail, the same shall be deemed effective four (4) business days after placement with the United States Postal Service if such notice is placed in a properly stamped envelope bearing the proper address of the intended recipient of such notice.

b. If by Facsimile: If notice is given by facsimile, the same shall be deemed effective the next business day if transmitted by 4:00 p.m. Central Time and if the sender's facsimile machine prints out a receipt that such facsimile was received by the intended recipient's facsimile machine. If the transmission was successful but no such receipt is printed, then the notice shall be deemed effective as if given by U.S. First Class Mail.

c. If by Personal/Courier Delivery: If notice is given by personal or courier service delivery, the same shall be deemed effective the next business day following delivery.

d. No other form or manner of notice, including by e-mail, shall be deemed effective unless the recipient acknowledges receipt of such notice and, in such case, the notice will be deemed effective as of the next business day.

e. Notices shall be given as follows:

Notice to City:
City of Urbana
Information Technology Director

Notice to Champaign:
City of Champaign
Deputy Chief of Police

400 S. Vine Street
Urbana, IL 61801

82 E. University Avenue
Champaign, IL 61820

4. Termination: Either Party may terminate this IGA by giving written notice to the other Party and this IGA shall be terminated ninety (90) days from the date the date appearing in the notice of termination. Within thirty (30) days of the termination date of this Agreement, Urbana shall tender to Champaign a final invoice for work performed pursuant to this IGA and Champaign shall pay such invoice within thirty (30) days of receipt thereof.

5. Governing Law: The laws of the State of Illinois shall govern the construction and interpretation of this Agreement and its breach. Any action to construe, interpret or for breach of this IGA shall be initiated and maintained in Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois or the United States District Court for the Central District of Illinois.

6. Representation and Warranty: The Parties represent and warrant that the individual executing this IGA on behalf of the respective Party has the lawful authority to do so.

For the City of Urbana, Illinois:

For City of Champaign, Illinois:

Diane Wolfe Marlin, Mayor

Dorothy Ann David, City Manager

Date: _____

Date: _____

Attest: _____
City Clerk

Attest: _____
City Clerk

Approved as to Form:

Approved as to Form:

City Attorney

City Attorney

RESOLUTION NO. 2020-03-013R

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF URBANA AND THE POLICE PENSION FUND**

(Police Pension Fund Payroll Services)

WHEREAS, the City of Urbana (“City”) is an Illinois 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, the Police Pension Fund was established pursuant to 40 ILCS 5/3-101 *et seq.*; 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 City and the Police Pension Fund to enter into intergovernmental agreements; and

WHEREAS, the Police Pension Fund Board, pursuant to Sections 3-138 and 3-139 of the Illinois Pension Code (40 ILCS 5/3-138, 3-139), has the authority to enter into agreements that provide for payment from the Police Pension Fund of all necessary expenses and record-keeping services for the Police Pension Fund; and

WHEREAS, the City has the authority to enter into agreements with the Police Pension Fund; and

WHEREAS, the City’s Finance Director serves as Treasurer of the Police Pension Fund and is responsible for handling all moneys received and disbursed by the Police Pension Fund pursuant to the said Fund’s Board direction; and

WHEREAS, the City has been and is able to continue providing payroll and record-keeping services for the Police Pension Fund and the said Fund desires to maintain its relationship with the City in this regard as more fully provided for in the Intergovernmental Agreement Between the City of Urbana and the Board of Trustees of the Police Pension Fund Regarding Payroll Services which appears as an exhibit appended hereto and incorporated herein.

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

Section 1.

The Intergovernmental Agreement between the City of Urbana and the Board of Trustees of the Police Pension Fund Regarding Payroll Services in substantially the form appended hereto and incorporated herein by reference, shall be and the same is hereby authorized and approved.

Section 2.

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute on behalf of the City of Urbana, Illinois and deliver the same to the City Clerk of the City of Urbana, Illinois, the Intergovernmental Agreement Between the City of Urbana and the Board of Trustees of the Police Pension Fund Regarding Payroll Services in substantially the form appended hereto and the City Clerk being hereby authorized to attest to said execution of the same so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this _____ Day of _____, 2020.

AYES:

NAYS:

ABSTENTIONS:

Charles A. Smyth, City Clerk.

APPROVED BY THE MAYOR this ____ Day of _____, 2020.

Diane Wolfe Marlin, Mayor.