

**RESOLUTION NO. 2021-06-029R**  
**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR**  
**ARMS SUPPORT SERVICES**

**WHEREAS**, the City of Urbana ("City") is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, and the passage of this Resolution constitutes an exercise of the City's home rule powers and functions as granted in the Illinois Constitution, 1970; 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 units of government to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

**WHEREAS**, the City is the lead agency under the existing Area-Wide Records Management Systems ("ARMS") Agreement; and

**WHEREAS**, METCAD is the lead agency for the ARMS replacement, known as the Law Enforcement Records Management System ("LERMS"); and

**WHEREAS**, ARMS must remain compliant and operational until LERMS is fully operational; and

**WHEREAS**, the City's ARMS Programmer has been hired by METCAD to be the database administrator for LERMS; and

**WHEREAS**, the City and METCAD find it is in the best interests of all the parties to both the ARMS and LERMS Agreements to allow the LERMS database administrator to provide support services to ARMS for the duration of ARMS' existence; and

**WHEREAS**, the City Council, after due consideration, finds that approval of this Agreement promotes the fiscal welfare of the City, is in the best interests of the residents of the City, and is desirable for the welfare of the City's government and affairs.

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

**Section 1.**

The City of Urbana, Illinois, hereby authorizes the Mayor to enter into an intergovernmental agreement with METCAD for ARMS support services.

**Section 2.**

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to

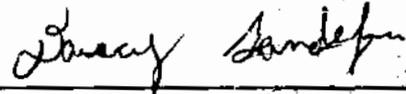
said execution of said agreement as so authorized and approved for on and behalf of the City of Urbana, Illinois.

**PASSED BY THE CITY COUNCIL** this 12th day of July, 2021.

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

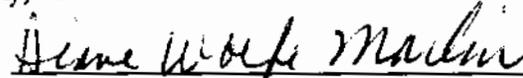
**NAYS:**

**ABSTENTIONS:**



Darcy Sandefur, Deputy Clerk

**APPROVED BY THE MAYOR** this 16<sup>th</sup> day of July, 2021.



Diane Wolfe Marlin, Mayor

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
METCAD & CITY OF URBANA**

This Intergovernmental Agreement ("Agreement") is made and entered into on the date last executed by and between the Metropolitan Computer-Assisted Dispatch ("METCAD") and the City of Urbana ("Urbana"), hereinafter individually referred to as a "Party" and collectively referred to as the "Parties".

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

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

WHEREAS, Timothy Smith has been employed as an ARMS Programmer with Urbana, but will be taking a position with METCAD as a database administrator with an employment start date of June 21, 2021;

WHEREAS, ARMS is the Area-wide Records Management System providing automated management and sharing of police records for five law enforcement agencies in Champaign County, which assists in identifying suspects, investigating crimes, and reporting statistical information to the State and federal government;

WHEREAS, NIBRS is the National Incident-Based Reporting System, which is the federal program that regulates the collection of detailed crime data and statistics from law enforcement agencies;

WHEREAS, from time-to-time after June 21, 2021, Smith will be providing services to Urbana related to ARMS, including NIBRS compliance;

WHEREAS, the City of Champaign, as lead agency for METCAD, is responsible for employing and supervising METCAD employees;

WHEREAS, the Parties seek to enter into this Agreement to set forth the conditions under which Smith's time for ARMS related services will be billed by METCAD to Urbana and reimbursed by Urbana to METCAD.

NOW, therefore, for the good, valuable, and mutual consideration acknowledged to be received by each Party, the Parties hereto agree as follows:

**Section 1. METCAD Responsibilities.**

- (a) When requested by the City of Urbana, the City of Champaign, as lead agency for METCAD, shall make Tim Smith reasonably available to perform work on the ARMS system.
- (b) The City of Champaign shall keep a record of all time spent by Timothy Smith's work in bringing ARMS into compliance with NIBRS and for work related to the

maintenance and upkeep of ARMS hardware, software and data contained therein. Records of Smith's time and efforts shall, at a minimum, include the following:

- (1) Each date Smith spent time undertaking the work.
  - (2) The amount of time, rounded to the nearest tenth of an hour Smith spent performing the work per day.
  - (3) A description of the work that Smith performed.
  - (4) The hourly rate that the City of Champaign pays Smith, including benefits.
  - (5) The total number of hours, rounded to the nearest tenth of an hour Smith spent performing the work during each month.
  - (6) The calculation of the City of Champaign's costs for work performed each month calculated as follows: the total number of hours, rounded to the nearest tenth of an hour, Smith spent performing the work, multiplied by the hourly rate of monetary compensation in salary and benefits paid to Smith by the City of Champaign.
- (c) On or before the twentieth (20<sup>th</sup>) day of each calendar month during which Smith performed the work contemplated by this Agreement during the immediate prior month, the City of Champaign shall tender a written invoice to the City of Urbana for Champaign's cost of performing such work. Champaign shall send the first such invoice the month immediately succeeding the month when Smith commenced performing work contemplated by this Agreement.
- (d) Smith shall, at all times, be and remain an employee of METCAD and shall retain all of the rights, privileges, immunities and benefits pursuant to such employment.

## **Section 2. URBANA Responsibilities.**

- (a) The City of Urbana will maintain full responsibility and maintenance of the ARMS software, hardware and data contained therein.
- (b) The City of Urbana will have all responsibility for the programming ARMS to become and remain compliant with NIBRS specifications.
- (c) The City of Urbana shall provide the necessary data connections so that Tim Smith may perform ARMS related work from the METCAD facility, in so much as it is possible to do so.
- (d) Users will contact Smith directly via email for ARMS related work requests. For user support tasks of less than 2 hours, Smith will perform the work and record his hours as follows:
  - (1) The date the work was requested and by whom.
  - (2) A description of the work completed.
  - (3) The amount of time spent to complete the work.

For user support tasks of greater than 2 hours, or requests for improvements to ARMS, Smith will transmit the request to the City of Urbana Information Director via email.

For tasks that the City of Urbana determines are necessary for ARMS, the City of Urbana shall make each written request, in the form of an e-mail to Tim Smith at [tim.smith@champaignil.gov](mailto:tim.smith@champaignil.gov) and a copy to the METCAD Deputy Director at [jeffrey.wooten@champaignil.gov](mailto:jeffrey.wooten@champaignil.gov), for the ARMS work needed to be completed by Tim Smith. The request shall include:

- (1) A description of the work to be completed.
- (2) The date(s) the work is requested to begin.
- (3) The anticipated duration of the work to be completed.

The City of Urbana may make requests of an emergency nature by phone to the METCAD Deputy Director at (217) 265-4101, but shall be followed up with email.

- (e) The City of Urbana shall provide written updates, in the form of an e-mail to the METCAD Deputy Director, of any deviations in the scope of, dates or duration of the requested work to be performed by Tim Smith.
- (f) Within thirty (30) days of receipt of the written invoice, the City of Urbana shall send payment for the work performed by Smith as contemplated in this Agreement.

**Section 3. Notice.** Unless otherwise stated in the Agreement, any notice required to be given pursuant to this Agreement shall be deemed effective when stated if given in the following manner:

(a) **First Class Mail.** If notice is sent by First Class Mail, in an envelope properly addressed and bearing proper postage, then such notice shall be deemed effective three calendar days after placement with the U.S. Postal Service.

(b) **Overnight courier.** If notice is sent by overnight courier service such notice shall be deemed effective the next business day following its receipt.

(c) **Personal delivery.** If notice is by personal delivery such notice shall be deemed effective when delivered to the principal office set forth below. An affidavit of service shall constitute proof of service.

(d) Notices shall be addressed to Parties as follows:

- (1) METCAD: METCAD Director, 1905 E. Main St., Urbana, IL 61802
- (2) Urbana: City Administrator, City of Urbana, 400 S. Vine St., Urbana, IL 61801

**Section 4. Limitations.** The total amount invoiced by METCAD to Urbana for Smith's ARMS related services shall not exceed METCAD's administrative purchasing limit of \$35,000 within its twelve (12) month term. Upon the limit being reached, METCAD shall notify Urbana that Smith will no longer be providing services to Urbana related to ARMS pursuant to this Agreement. In this event, the parties will cooperate in good faith to enter into a separate agreement related to Smith's ARMS related services.

**Section 5. Termination by Parties.** The term of this contract shall be twelve (12) months from the date it is fully executed by the parties. Notwithstanding Section 4 herein, a Party may terminate its participation in this Agreement with ninety (90) days' written notice to the other Party.

**Section 6. Amendments.** This Agreement may be amended in writing at any time by mutual agreement of all of the Parties to the Agreement. Amendments shall refer back to this Agreement and to subsequent amendments, if any, on the same subject and shall specify the language to be changed or to be added.

**Section 7. Mutual Indemnification.** Each party hereby agrees to indemnify, defend, and hold the other party harmless from any and all claims, demands, costs, liabilities, losses, expenses and damages (including reasonable attorneys' fees and costs) arising out of or in connection with any claim that, taking the claimant's allegations to be true, would result in a breach by the indemnifying party of any of its contractual responsibilities described herein.

**Section 8. Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original. Facsimile, pdf, or other electronic signature (e.g. DocuSign) shall be deemed to have the same legal effect as an original ink signature.

**IN WITNESS WHEREOF,** the Parties have hereunto set their hands and seals to this Agreement on the dates appearing below.

[Remainder Intentionally Left Blank]

METCAD

DocuSigned by:  
BY: Ralph Caldwell  
802EED036A0D4B3  
METCAD Director

DATE: 8/16/2021

CITY OF CHAMPAIGN, as Lead Agency

DocuSigned by:  
BY: Chris Sigalard  
D00080A3831B438...  
City Manager

DATE: 8/5/2021

APPROVED AS TO FORM:

Thomas Yu  
Asst. City Attorney

CITY OF URBANA

BY: Siene Wolfe MacLin

Title: MAYOR

DATE: 16 July 2021