

## City Administrator Carol J. Mitten

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TO: Urbana City Council and Mayor Diane Marlin

FROM: City Administrator Carol Mitten, Police Chief Bryant Seraphin, IT Director Sanford

Hess

**RE:** Public Safety Records Management System – Intergovernmental Agreement and

Budget Amendment

**DATE:** October 14, 2020

#### Introduction:

In 1982, the City of Urbana built a police database system; Urbana Information Technology employee Carla Tucker was the original programmer. Over the last three-plus decades, the system has grown from an Urbana-only program known as CUDDLES (City of Urbana Digital Database Law Enforcement System) to a five-agency database and report writing system known as ARMS (Area-wide Records Management System). The current ARMS agencies are the Champaign Police Department, the Champaign County Sheriff's Office, the Rantoul Police Department, the University of Illinois Police Department, and the Urbana Police Department. For further historical perspective, please see the attached News-Gazette articles from 1982 and 1996.

Currently, ARMS is almost 40 years old and is nearing the end of its life, both as a piece of software and the hardware on which it runs. The ARMS Policy Board (the ARMS governing entity) has had discussions over the last couple of years to determine the best route forward. These discussions have been held in the context of integrating with other systems within the criminal justice system in Champaign County.

Urbana has always been the Lead Agency for ARMS, and Urbana still maintains a full-time programmer whose sole responsibility is maintenance of ARMS. Urbana manages ARMS in a separate financial fund, supervised by Information Technology, and the costs for ARMS are billed to the member agencies – including an intra-fund billing to the Urbana Police Department.

#### Why an ARMS Replacement is Needed:

Urbana has led the effort to plan for a replacement to ARMS. There are several reasons a replacement is needed:

1) ARMS runs on an outdated mainframe platform, which is growing increasingly expensive to maintain. The machine currently housing ARMS was purchased in 2012, and will be out of supported maintenance in 2022. A replacement machine was priced at \$50,000.

- 2) ARMS is written in outdated programming languages. The original ARMS programmer and the programmer from 2014-2019 have both retired from full-time employment. Fortunately, the City was able to find a skilled replacement, but it will be increasingly difficult (and therefore expensive) to find people who know these programming languages.
- 3) Expectations for the system have increased substantially since the 1980s. It is no longer sufficient to simply record the transactional details. Modern expectations for police systems include advanced data analysis, data entry tools (e.g., driver's license readers, bar code scanners for evidence), and integration with other police and court systems. All of these are beyond the capability of a homegrown 1980s system supported by one employee.

It is worth emphasizing that Urbana's role as the Lead Agency makes the City responsible for the continued operation of ARMS. While the City is compensated for the administrative effort it expends (\$24,750 in the current fiscal year), ARMS requires ongoing effort from several members of the IT staff, pulling them away from other efforts on behalf of the City. More drastically, should there be a substantial outage impacting the City and ARMS, the City's recovery would be slowed by efforts to also restore ARMS. Ultimately, managing ARMS is a burden on the City's IT team, and one that the City should be relieved to surrender.

#### Recent Events in the ARMS Replacement Effort:

Although an ARMS replacement has been discussed for more than a decade, efforts to replace ARMS have intensified recently.

Fall 2018 – The ARMS Policy Board used the Gies School of Business' Illinois Business Consultants (IBC) to conduct focus group meetings on specifications for an ARMS replacement. That summary was delivered in November 2018. These specifications could then be used to judge system options.

Winter 2018-2019 – The Champaign County Sheriff's Office (CCSO) negotiated and signed a contract to upgrade their Jail Management System with Tyler Technologies.

**Spring 2019** – METCAD and ARMS staff began analyzing the Tyler Technologies solutions for dispatch and police records, with the goal of an integrated set of solutions.

Fall 2019 – METCAD signed a contract with Tyler Technologies for their dispatch system.

Winter 2019-2020 – As an extension of a federal grant to improve data collection in ARMS, the CCSO requested a grant towards the replacement costs for an integrated system to replace ARMS. Based on input from Urbana, the grant request was submitted for \$417,422.

Summer 2020 – CCSO awarded the grant for a new system for the full amount requested, with a timeline that the money must be spent in two years.

#### ARMS Replacement Effort – current activities:

1. Intergovernmental Agreement for a Public Safety Records Management System. An intergovernmental agreement is necessary to create a new Policy Board to manage the operations of

a Public Safety Records Management System (PSRMS). The intergovernmental agreement presented here was reviewed and discussed at the October 1, 2020 joint meeting of the METCAD and ARMS Policy Boards. The terms and conditions of the agreement are modeled after the ARMS and METCAD intergovernmental agreements. A brief summary of the key provisions follows:

- **a.** Policy Board. The Policy Board would consist of two representatives from each party: an Administrative Representative and a Public Safety Representative. The Policy Board schedules meetings (at least quarterly) to vote on, among other things, the annual budget, policies, contracts, and the potential addition of parties.
- b. Lead Agency. The City of Champaign has the greatest number of authorized sworn officers and would be the Lead Agency responsible for employing and supervising required personnel. The City of Champaign would also provide administrative, financial, and management support to the Policy Board. The intent would be for the new Policy Board to enter into an agreement with the METCAD Policy Board so records management staff would be employees of METCAD. The City of Champaign also serves as lead agency under the METCAD Intergovernmental Agreement.
- **c. Members.** The anticipated initial members to the agreement are City of Champaign, Champaign County, Village of Rantoul, the University of Illinois, and City of Urbana. In the future, additional members may be approved by the unanimous vote of the Administrative Representatives.
- **d. Funding.** Upon execution of the agreement, the initial annual budget would be approved and each respective member would be obligated to pay its share of operational costs and its agency-specific integration costs.
- 2. Estimating Costs to Replace ARMS. The costs for an upgraded police records management system are based on a quote from Tyler Technologies in the amount of \$827,179 over a three-year implementation period. The quote is set to expire on December 31, 2020. The cost for a new records management system can be broken down into three broad categories. See Attachment B for a detailed breakdown of the costs by fiscal year for the conversion to a new system.
  - **a.** Implementation Costs. The first category is the cost of implementing a new system. The total cost of implementing a new system (not including agency-specific integration costs) is estimated at \$827,179. After the DOJ grant proceeds are applied, the estimated amount of remaining implementation costs to be split amongst the agencies is \$409,757. The City of Urbana's portion of those costs (based on the current authorized strength of sworn officers at each of the agencies) is estimated to be \$70,109. The implementation is expected to take 18 months. As such, the cost of implementation will be spread across multiple fiscal years.
  - b. New RMS Operating Costs. The second cost category is the operation of the new system, known as the PSRMS. These costs include maintenance costs for the operation of the new system, salary and benefits for the personnel to manage and administrate the system, equipment costs, and other miscellaneous costs. As the first year of operations is not a full fiscal year, the first-year operating costs are estimated to be \$70,682. The annual operating costs for a full year of operations is estimated to be \$231,642. The City's portion of the costs

for a full year of operations is estimated to be \$42,106. (Because the Urbana Police Department already pays ARMS operating costs - \$24,741 for the current year - the cost for the new system is an increase of approximately \$17,400.)

c. Continuing ARMS Operating Costs. Until the new system is fully operational, the existing ARMS system will continue to operate. The ARMS system has built up a fund balance that can be utilized to pay for all but an estimated \$22,087 in operating expenses after this fiscal year as the system winds down. When the new records management system is fully implemented and operational, and the ARMS system is completely discontinued, funds that were previously budgeted annually for the operation and maintenance of the ARMS system can be applied to the future cost to operate the Tyler records management platform.

#### Action Items for the Council:

- Approval of the Intergovernmental Agreement. The Agreement is not effective until it is signed by all members, and the Agreement is necessary to sign a contract and begin the effort. The Agreement was drafted in partnership by the Legal Divisions of Urbana and Champaign, with input from Urbana Finance, Urbana Police, and Urbana IT.
- Approval of the Budget. The budget request for Urbana's share of the PSRMS is \$102,536. This amount will be spent over the next three fiscal years, with the majority of spending in the 2021-2022 fiscal year. This amount includes the software license, services related to setting up the software, and driver's license readers for the squad cars. In addition to this one-time amount for the implementation project, there will be yearly amounts included in the Urbana Police budget for ongoing operations of the PSRMS for both software maintenance and METCAD staffing to support the software.

# Conversion to new Records Management System Comprehensive Summary of Costs by Fiscal Year\* Fiscal Year 2020/21 to Fiscal Year 2023/24

<sup>\*</sup> Assumes Agreement with Tyler signed by December 31, 2020 and a June 30th Fiscal Year End

	F	Y 20/21	F	Y 21/22	F	Y 22/23	F	Y 23/24
Implementation Costs								
Software		430,777		-		-		-
Project Management		28,578		57,629		9,473		-
Installation and Configuration		33,163		187				-
Training and Go-Live				31,610				-
Interfaces		4,331		22,033		1,436		-
Data Conversion		13,618		55,307				-
METCAD/Champaign Implmnt Costs		18,464		18,464				-
Contingency		46,970		54,118		1,021		-
Total**		575,901		239,348		11,930		-
Less Grant Revenue:	·	(417,422)		-		-		-
Net Implementation Costs	\$	158,479	\$	239,348	\$	11,930	\$	
** The total implementation cost for all three years is \$827,179								
New RMS Operating Costs								
Salary and Benefits	\$	48,882	\$	100,697	\$	103,718	\$	106,830
Contractual Services (Audit)		1,900		1,938		1,977		2,016
Tyler Maintenance				95,207		97,587		100,027
Travel, education and training		-		-		2,000		2,040
Equipment Replacement		6,000		6,000		6,000		6,000
Transfer to General Fund (City Admin Costs)		12,500		25,000		25,625		26,266
Transfer to Retained Risk Fund		1,400		2,800		2,856		2,913
Total New RMS Operating Costs	\$	70,682	\$	231,642	\$	239,763	<u>\$</u>	246,092
Existing ARMS Operating Costs								
Salary and Benefits	\$	98,999	\$	101,969	\$	33,990	\$	-
Transfer to Tech Fund (Admin + Shared Costs)	•	27,611	•	28,439	•	8,497		-
Travel, education and training		5,000		5,150		•		
Technology Services		10,000		10,300		10,609		-
Retained Risk		2,960		3,049		-		
Utilities		40		41		42		=
Total Existing ARMS Costs		144,610		148,948		53,139		-
Less: Budgeted Member Contributions		(144,610)						
Less: Remaining Fund Balances (\$180,000)				(148,948)		(31,052)		
Net Existing ARMS Operating Costs				-		22,087		-
			_		_			
Total System Wide Net Costs	\$	229,161	<u>\$</u>	470,991	<u>\$</u>	273,780	<u>\$</u>	246,092

#### Conversion to new Records Management System Comprehensive Summary of Costs by Fiscal Year\* Fiscal Year 2020/21 to Fiscal Year 2023/24

<sup>\*</sup> Assumes Agreement with Tyler signed by December 31, 2020 and a June 30th Fiscal Year End

	FY	20/21	F	Y 21/22	F	Y 22/23	F	Y 23/24
Cost Split: County Sheriff Cost Split Custom Integration/Conversions Hardware (DL readers) \$401 per Squad Car	\$	36,505 -	\$	75,029 41,600 22,857	\$	43,613	\$	39,202
Total Costs	\$	36,505	\$	139,486	\$	43,613	\$	39,202
Rantoul Police Cost Split Custom Integration/Conversions Hardware (DL readers) \$401 per Squad Car	\$	20,945 -	\$	43,049 31,200 4,411	\$	25,023 -	\$	22,493
Total Costs	\$	20,945	\$	78,660	\$	25,023	\$	22,493
Champaign Police Cost Split Custom Integration/Conversions Hardware (DL readers) \$401 per Squad Car Total Costs	\$ <b>\$</b>	88,571 - <b>88,571</b>	\$ <u>\$</u>	182,038 78,800 18,045 <b>278,883</b>	\$ <u>\$</u>	105,816 - 105,816	\$ <u>\$</u>	95,114 - <b>95,114</b>
University Police Cost Split Custom Integration/Conversions Hardware (DL readers) \$401 per Squad Car Total Costs	\$ <b>\$</b>	43,930 - <b>43,930</b>	\$ <u>\$</u>	90,289 19,400 8,822 <b>118,511</b>	\$ <b>\$</b>	52,484 - <b>52,484</b>	\$ <u>\$</u>	47,176 - 47,176
Urbana Police Cost Split Custom Integration/Conversions Hardware (DL readers) \$401 per Squad Car Total Costs	\$ <u>\$</u>	39,209 - <b>39,209</b>	\$ <u>\$</u>	80,586 21,600 10,827 <b>113,013</b>	\$ <u>\$</u>	46,844 - <b>46,844</b>	\$ <b>\$</b>	42,106 - 42,106
Total Custom Intergration/Converstion Costs Total Estimated Hardware (DL Readers) Costs			\$ \$	192,600 64,962				

# News-Gazette



TUESDAY, JUNE 15, 1982 - 32 Pages

Daily 25 Cents

Cloudy Tuesday nig percent chance of short derstorms. Details in Center, Page B-5.

# Urbana Police Get Computer

The Urbana Police Department is going "on-line" with a new city-developed computer program designed to streamline daily record-keeping procedures and coordinate file information.

Assistant Police Chief Charles Gordon estimated Tuesday morning the department would have to double its clerical staff to handle the amount of information the computer will store in its date files. "We don't anticipate any personnel reductions, but it is eliminating the need

for personnel expansions," he said.

According to Assistant City Comptroller William DeJarnette, the new program will initially focus on assembling all the data from daily police reports in Urbana's main computer. Then programmers will feed in information from police files so the department has easy access to past records and cross-referenced suspect and operations descriptions.

"There's no good way to

"There's no good way to get to that information besides memory at this point," he commented. DeJarnette said his depatment has been working on the new program for more than a year. Two terminals and a printer have been installed in the police department at a total cost of about \$10,000, he said.

Gordon emphasized the computer service will enable the department to immediately assemble information about criminal activity in the city "so we can put our people where the offenses are occurring."

"If we can concentrate our manpower where it is needed, it will increase the chances for apprehending offenders and reduce the crime rate," he commented.

Gordon said he is currently heading a task force to study the possibility of coordinating computer police programs in Urbana, Champaign and Champaign County, so law enforcement departments will have access to each other's records.

Both Champaign and the county are looking into the possibility of developing programs, similar to the one Urbana has just introduced, he said.

Allison, who also stayed to celebrate, were some of the first people in the seats Sunday afternoon.

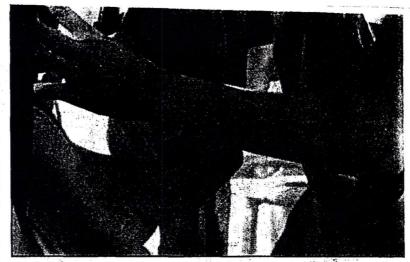
They came up from Villa Grove to catch the Illini one more time this year. Veterans of Friday night's regional opener game and a couple of others, Kevin came to cheer on the team and commiserate with other Illinois fans over the men's game.

Eight-year-old Allison, donning an orange T-shirt under a blue basketball jersey, had a simpler answer for why she enjoys watching Illini basketball.

"They're good," said Allison, who's also a big fan of the lemon chills served at the concession stand.

While the Rogers duo sat sev-

See ILLINI, A-ö



Ann Henderson starts celebrating Illinois' victory over Duke in the final moments of their second-round NCAA women's basketball tournament

game. The Illini's sent Illinois to t on Saturday at I

# Police agencies share records on offenders

# ■ Champaign, UI and Urbana now on-line together

By STEVE BAUER

**News-Gazette Staff Writer** 

Criminals cross Wright Street, and now, so does the information police have collected on them.

Urbana, Champaign and the University of Illinois police departments have gone on-line with the Area-wide Records Management System, and the Champaign County sheriff's office is expected to join them in the future.

Champaign County Sheriff Dave Madigan said his department will link up with the three police agencies, reversing a policy he had to keep the sheriff's office records separate from the multiagency police records project.

"I don't think it will be too far in the future," Madigan said. "I think it would be a good idea. Everybody would be on the same page. It would make more efficient law enforcement in the county."

The Area-wide Records Management System allows police in any of the agencies to share information about suspects or patterns in crimes.

"It's the biggest single leap forward in police information in the past 20 years," said Champaign Police Chief Don/Carter.

Local officials also are talking about other ways to share data and use technology to get access to mug shot; and fingerprint information, city and county ordinances, maps and other data.

A committee of representatives from the local agencies is discussing the nuts and bolts—or, rather, the computer hardware, software and hookups—for the more extensive links, according to Urbana Information Systems Manager Jonathan Hall.

"I can really see this leading to far more cooperation," Hall said. "Eventually, we may be

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able to take on records functions for other agencies."

A common police records system for local agencies has been a goal since METCAD — the Metropolitan Computer-Aided Dispatch system — was formed, Carter said.

In the past, officers only had easy access to records from their own department and tended to be in the dark about what other agencies had in their files.

"Police departments live and breathe on information," Carter said. "To the extent that information can be shared, that enhances our ability to intercept and deal with criminals who know no boundaries."

"We already have officers who have been using it to the point they feel they can't do without the information," Carter said. "Already, it is invaluable."

Madigan said the shared information also enhances officer safety.

See POLICE RECORDS, A-6

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companied by daughter Chelsea, 17, planned to visit the Saam Njaay village and the Martin Luther King School for Girls.

She also will meet with Senegalese President Abdou Diouf before departing for South Africa. polled believe that passengerside air bags are saving more children's lives than not, according to the Center for Risk Analysis at the Harvard School of Public Health.

Air bags, which deploy at up to 200 mph, are credited with saving more than 1,600 adults. But

passenger-side air bags are effective — provided children aren't sitting in the front seat.

Although survey participants recognized that air bags can save lives, they were unclear about the range of injuries that air bags can cause.

#### Police records

Continued from A-1

If a deputy or officer stops a subject, any history of violence would be available through the network.

"Any time you do investigation, the more information you have, the safer you are going to be," said Troy Daniels, a former sheriff's investigator now with the Champaign police department.

"The good thing about ARMS is you can get information on suspects, witnesses, victims from all the agencies on ARMS and you can get it immediately," Daniels said.

"If I'm investigating a case where I have a suspect that our agency has not dealt with and I'm trying to locate the suspect, I can use ARMS, which makes my job much easier," he said.

The computer that stores the data is located at METCAD, in the basement of the Champaign County office building at 1905 E. Main St.

That same IBM AS/400 machine also provides central dispatch services for Champaign, Urbana, University of Illinois police and fire departments, as well as the sheriff's department and rural fire departments.

The ARMS project, which began in August 1995 and is designed specifically for area departments, is almost complete, according to Urbana Police Lt. Jim Page, co-coordinator of the project along with Hall.

The data from the old UI system still have to be entered into the new ARMS system, Page said. Some old Champaign police records are still being "cleaned up," including elimination of some duplicate records.

"All the records the agencies had in their systems had to be converted to ARMS program language," Page said. "All three departments built their whole records systems using different case numbering systems, different report forms and other differences."

For now, the Champaign Coun-

#### **ARMS facts**

■ What: The Area-wide Records Management System is a police records computer software program shared by local police departments.

■ Why: To provide access for all departments to information collected by the individual agencies on crime incidents, suspects, arrests, evidence, police field centacts and officer activities.

If one agency has information on a suspect in a crime in its jurisdiction, it may help other jurisdictions in solving similar crimes.

■ Who: The project now includes participation by METCAD, the Metropolitan Computer-Aided Dispatch service, and the police departments of the University of Illinois, Champaign and Urbana.

■ When: The project began in August 1995. Champaign police data was recently transferred into the project, bringing all three police agencies on-line at an estimated cost of about \$42,000.

■ Where: The IBM computer hardware is located at the MET-CAD office, 1905 E. Main St., U; the software program is managed at the Urbana City Building, 400 S. Vine St.

ty sheriff's office has its own records system, which it has used for several years and which is accessible to other local agencies through METCAD, according to Chief Deputy Gary Turner.

Among the useful bits of information are current local warrants issued for individuals, jail and bond information, traffic tickets, arrest records and other information about people arrested in the county.

"We can put a name in, pull it up or pull up aliases, get their date of birth, physical description and all the arrests on file," Turner said.

"If we have suspect of white male with tattoo on left arm, the computer will pull up all white males with tattoos on their left arm and we can compare identifiers and see if there's anything else that matches," he said.

Urbana went on-line in July, followed by the University of Illinois in September and Champaign in November.

It was easiest for Urbana police, since their own records system was used as a basis for the new, multiagency system. The software written for the Urbana system, known as Cuddles, was changed to meet the needs of

different agencies.

The need for such a system was evidenced by the number of times officers from other agencies would call up the old Urbana Cuddles system to get records on a suspect.

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"It happened all the time," Page said.

"Investigators and officers, particularly on the night shift when the other records systems were down, would call us up to find out what we had on people because it was easy to find our records."

#### 'Mark Twain' set for pair of shows

By The News-Gazette

URBANA — Mark Twain impersonator Loren Taylor will give two public performances at Urbana High School on Tuesday.

The performances will be at 1 p.m. and 2 p.m. in the auditorium of the high school, 1002 S. Race St. Each performance of "Mark Twain Presents" is about 45 minutes long.

The program is cosponsored by Urbana Middle School and the Illinois Humanities Council. There is no admission charge.

#### **RESOLUTION NO. 2020-10-051R**

## A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT (Records Management System)

WHEREAS, the City of Urbana, Illinois ("Urbana"), City of Champaign, Champaign
County, Village of Rantoul, and the Board of Trustees of the University of Illinois are bodies politic
organized, operating, and maintaining offices within Champaign County, Illinois (collective, the
"Parties"); and

WHEREAS, the Parties previously entered into an Area-Wide Records Management ("ARMS") intergovernmental agreement that provided for the establishment, management and operation of a records management system for local law enforcement agencies; and

WHEREAS, in recent years the ARMS records management system has become outdated; and

WHEREAS, the Parties have determined that it is in their individual and collective best interests to establish, operate, and maintain a new and up-to-date consolidated and automated records management system for law enforcement records; and

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; and

WHEREAS, the Parties seek to establish a structure and framework for development of the records management system, wherein the Parties would agree to, among other things:

- a. Input and store each Party's respective relevant crime, public safety, and related information; and
- b. Share with the other Parties their respective relevant crime, public safety, and related information; and

c. Contribute funds on a regular and periodic basis based on a formula agreed upon by the

Parties for the benefit of each Party and their respective communities; and

d. Establish and maintain a governing structure and policies for the efficient and effective

operation and maintenance of the records management system.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana,

Illinois, resolves as follows:

Section 1.

The Public Safety Records Management System Intergovernmental Agreement appended hereto and

incorporated herein by reference and the exhibits included therewith, in substantially the form

appended hereto, shall be and hereby is authorized and approved.

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 Public Safety Records Management System Intergovernmental Agreement in

substantially the form appended hereto along with the exhibits included therein, as so authorized and

approved for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this day of	, 202	20	)
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		Phyllis D. Clark, City Clerk	
APPROVED BY THE MAYOR this	day of	2020.	

Diane Wolfe Marlin, Mayor

### PUBLIC SAFETY RECORDS MANAGEMENT SYSTEM INTERGOVERNMENTAL AGREEMENT

This Public Safety Records Management System Intergovernmental Agreement ("Agreement") is made and entered into on the date last executed by and between the City of Champaign ("Champaign"), City of Urbana ("Urbana"), Champaign County ("County"), the Board of Trustees of the University of Illinois ("University"), and Village of Rantoul ("Rantoul"), 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, the Parties find to be in their respective best interests to establish, operate, and maintain a consolidated and automated records management system for law enforcement records;

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, the Parties seek to establish a structure and framework for development of the records management system, wherein the Parties would agree to, among other things:

- a. Input and store each Party's respective relevant crime, public safety, and related information;
- b. Share with the other Parties their respective relevant crime, public safety, and related information;
- c. Contribute funds on a regular and periodic basis based on a formula agreed upon by the Parties for the benefit of each Party and their respective communities; and
- e. Establish and maintain a governing structure and policies for the efficient and effective operation and maintenance of the records management system.

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

#### Section 1. Definitions.

- (a) Terms not specifically defined in this 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 Agreement.
- (b) "Administrative Representative" shall mean the representative who is designated by the chief executive officer of each Party to represent that Party on the RMS Policy Board in accordance with the responsibilities as set forth in this Agreement.

- (c) "RMS Policy Board" or "Board" shall mean the body created by this Agreement to develop cooperative approaches addressing records management system issues and concerns of each Party and to perform the responsibilities set forth in this Agreement.
- (d) "Lead Agency" shall mean and include the Party designated by this Agreement as having overall responsibility for RMS operations in accordance with this Agreement and any bylaws established by the RMS Policy Board provided for in this Agreement.
  - (e) "Party" shall mean a Party to this Agreement.
- (f) "Public Safety Representative" shall mean the representative who is designated by the chief executive officer of each Party to represent that Party on the RMS Policy Board in accordance with the responsibilities as set forth in this Agreement.
- (g) A "Quorum" of the RMS Policy Board shall be six (6) representatives but shall require at least one representative from each Party except as set forth in Section 3(a)(2) and (4) herein.
- (h) "RMS" shall mean and include the automated records management system created by this Agreement including, but not necessarily limited to, any and all equipment, hardware, software, supplies, material, and personnel required to operate and maintain an automated records management system for use by each Party.
- (i) "RMS Data" shall mean and include any and all data which a Party has inputted and will in the future input into RMS and which is or may be accessible to and which is or may be used by any Party.
- (j) "RMS Director" is an employee of the Lead Agency charged by the Lead Agency with the responsibility of administering, supervising, managing, and directing the activities and employees assigned to RMS in accordance with the policies and procedures of the Lead Agency.
- (k) "RMS Fund" shall mean and include a fund which is uniquely denoted in the Lead Agency's accounting system to hold and expend Party contributions in connection with the operation, maintenance, repair, upgrading, and replacement of RMS.
- (I) "User Agency" means a law enforcement or public safety agency granted limited rights to access the "RMS Data" in accordance with the provisions of this Agreement.

#### Section 2. RMS Policy Board Created.

(a) Upon the last of the Parties to execute this Agreement, the RMS Policy Board is hereby created.

- (b) The mission of the RMS Policy Board is to establish a structure and framework for development of a records management system, wherein the Parties would, among other things:
  - (1) Input and store each Party's respective relevant crime, public safety, and related information.
  - (2) Share with the other Parties their respective relevant crime, public safety, and related information.
  - (3) Contribute funds on a regular and periodic basis based on a formula agreed upon by the Parties for the benefit of each Party and their respective communities.
  - (4) Establish and maintain a governing structure and policies for the efficient and effective operation and maintenance of the records management system.
- (c) The Board shall consist of two representatives from each Party, appointed as set forth below in Section 2(d).
- (d) The chief executive officer of each Party shall have the authority to designate two representatives to represent that Party on the Board. One of which shall be designated as an Administrative Representative and the other shall be an employee of the Party's law enforcement agency and designated as the Public Safety Representative as follows:
  - (1) For the City of Champaign, the City Manager or that official's designee.
  - (2) For the City of Urbana, the Mayor or that official's designee.
  - (3) For Champaign County, the County Executive shall designate the Administrative Representative, and the Champaign County Sheriff shall designate the Public Safety Representative.
  - (4) For the University of Illinois, the Chancellor or that official's designee.
  - (5) For the Village of Rantoul, the Mayor or that official's designee.
  - (6) For any new Party added pursuant to Section 20 of this Agreement, the chief executive officer of said new Party, or that official's designee.
  - (7) The authority to designate representatives provided for herein shall include the power to designate or to delegate to the named representative the power to designate a temporary or alternate representative who may attend an RMS Policy Board meeting in lieu of the named representative and exercise all of the powers of the that named representative when that representative is unable to attend said meeting.

(e) The Board may provide for officers, bylaws, rules of procedure at meetings, and operational policies used for RMS consistent with the Agreement.

#### Section 3. RMS Policy Board Functions and Duties.

- (a) It shall be the function and duties of the Board to:
  - (1) By the unanimous vote of the Administrative Representatives concur in the Lead Agency's designation, provided that no Party shall be designated Lead Agency without its consent, and provided further that, unless the Parties agree otherwise, no change in the Lead Agency shall take place for at least one hundred eighty (180) days' notice prior to the beginning of the next fiscal year;
  - By the affirmative vote of at least three out of five of the Administrative Representatives annually approve RMS's operating budget, including but not limited to all expenditures relating to physical facilities and equipment, and approve amendments to said budget and expenditure as from time to time deemed necessary by the Parties. The vote taken is not subject to the Quorum requirements;
  - (3) By at least a majority vote of the Board, approve RMS policies;
  - (4) By the affirmative vote of at least three out of five of the Administrative Representatives, annually approve the funding formula to determine each Party's share of expenses for RMS operations. The vote taken is not subject to the Quorum requirements;
  - (5) By at least a majority vote of the Board, approve contracts with other governmental entities to provide some or all of RMS services on a contractual basis for a fee:
  - (6) By the unanimous vote of the Administrative Representatives, approve an agreement to add a new Party in accordance with the provisions of this Agreement;
  - (7) By the unanimous vote of the Administrative Representatives, approve i) a User Agency's access to RMS Data; (ii) the extent of a User Agency's rights to access RMS Data; and (iii) the capital contribution and annual fees to be paid by the User Agency, which, at a minimum, shall include the full costs of the User Agency's licenses and any related RMS operational and administrative costs.
- (b) Board meetings shall be scheduled at least quarterly by the Board Chair. Other meetings may be called at the request of the Board Chair or any two (2) Parties through either the Administrative Representatives and/or their Public Safety Representatives.

- (c) Meetings shall be held at a location determined by the Board.
- (d) Unless otherwise set forth in this Agreement, the Board may act upon the majority vote of authorized Board members.
- <u>Section 4. Lead Agency Designated.</u> The initial Lead Agency shall be the City of Champaign subject to any subsequent change approved by the Administrative Representatives of the Board pursuant to the terms of this Agreement.
- <u>Section 5. Lead Agency Duties.</u> The Lead Agency shall be responsible for the overall operation of RMS and its affairs in accordance with this Agreement and the mission, goals and objectives approved by the Board. These duties include, but are not limited to:
- (a) Employing and supervising all personnel assigned to RMS, in accordance with 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;
- (b) Incurring and paying all expenses, on behalf of the Parties and in accordance with this Agreement and approved budget;
- (c) Entering into all contracts, leases and procurement agreements in accordance with this Agreement and the approved budget and the policies and procedures of the Lead Agency;
- (d) Providing all personnel administration, financial support staff, insurance, legal advice and management support and services in accordance with this Agreement and the approved budget and the Lead Agency and Board policies;
- (e) Billing and collecting from each Party its share of the cost of operations as provided in this Agreement and the approved annual budget;
- (f) Establishing and implementing policies and procedures to achieve the mission of the Board as set forth in Section 2(b) herein;
- (g) Directing the management and supervision of all employees assigned to RMS in accordance with the policies and procedures of the Lead Agency;
- (h) Supervising the development of a proposed annual operating budget and administer the approved budget and expenditures in accordance with this Agreement;
- (i) Providing staff support to the Board and bringing policy issues to the Board as appropriate; and
- (j) Expending funds in accordance with RMS's approved budget. Purchasing procedures shall be in accordance with the approved RMS budget and the policies and procedures of the Lead Agency and shall be in lieu of any other approvals by the RMS Board. The Lead Agency shall be entitled to reimbursement for the costs it incurs in performing these functions, which costs shall be included in RMS's budget, as amended from time to time in accordance with

this Agreement. The formula for cost reimbursement shall be established as part of the funding formula in Attachment A.

- Section 6. Failure of RMS. In the event that RMS fails to operate in its normal and usual manner, the Lead Agency shall be authorized to undertake such steps and expend such moneys as are or may be necessary to restore RMS to full operating status. In the event such efforts require the expenditure of moneys by the Lead Agency, the Lead Agency shall be entitled to reimbursement for all such expenditures.
- Section 7. RMS System Services and RMS Data. RMS 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 database. Parties shall have the authority to input information into RMS. Parties shall have access to and be authorized to use RMS Data.
- (a) RMS shall be accessible and available on a 24-hour, seven-days a week basis including during all local, state and national holidays.
- (b) Party Use. The Parties shall be entitled to have access to input information into RMS and use RMS Data on an as-needed basis. No Party shall be entitled to undertake any action which compromises or is likely to compromise the nature, integrity, operation, or stability of RMS or RMS Data, or which in any way hinders another Party's access to the RMS and use of RMS Data.
- (c) Non-Party/Third Party. No Non-Party or Third Party shall be entitled to have access to RMS or have use of any RMS Data without approval of the Board as set forth in this Agreement.
- (e) Access By User Agency. By the unanimous vote of the Administrative Representatives, approve: (1) a User Agency's access to RMS Data; (2) the extent of a User Agency's respective rights to access RMS Data; and (3) the annual fee to be charged to the User Agency, which, at a minimum, shall include the full costs of the User Agency's licenses and any related operational and administrative costs.
- (f) <u>Data Policies.</u> The Board 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 RMS by Parties and the limited access by User Agencies.
  - (1) In the event that no joint policies, procedures, rules, regulations, or protocols are so adopted then the Lead Agency shall be authorized to adopt such policies, procedures, rules, regulations, or protocols as it deems necessary to effectively and efficiently operate and maintain the RMS and for providing for input of data into, use of, and access to the RMS by Parties and limited access to the RMS by User Agencies.

- (2) All information or data entered into the RMS by a Party shall remain the personal property of that Party and each such Party shall retain all ownership rights, title and interest in such information or data. No person other than a Party shall have the authority to enter data into or remove data from the RMS. A Party cannot remove or alter the information inputted by another Party without that other Party's consent. In the event a User Agency wants to enter data into the RMS then such governmental agency must apply to become a Party. A unanimous vote of the Administrative Representatives shall be required to admit a new Party.
- (3) In the event that the Lead Agency receives a Freedom of Information Act ("FOIA") request for information or data which a Party inputted into the RMS, the Lead Agency shall tender that FOIA request to each such Party and/or User Agency whose information or data has been requested. The Party or User 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 Party and/or User Agency shall indemnify, defend and hold harmless the Lead Agency in connection with all matters relative to that FOIA request and any response thereto.

<u>Section 8. Notice.</u> 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, return receipt requested. If notice is 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 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) Notice by any other means shall not be deemed effective notice for any purpose.
  - (e) Notices shall be addressed to Parties as follows:
    - (1) City of Champaign: City Manager, City of Champaign, 102 N. Neil St, Champaign, IL 61820
    - (2) City of Urbana: Mayor, City of Urbana, 400 S. Vine St., Urbana, IL 61801

- (3) Champaign County: Champaign County Sheriff, 204 East Main St., Urbana, IL 61802 and Champaign County Executive, 1776 East Washington Street, Urbana, IL 61802
- (4) University of Illinois: Executive Director of Public Safety, 1110 W. Springfield Ave., Urbana, IL 61801
- (5) Village of Rantoul: Mayor, Village of Rantoul, 333 S. Tanner St., Rantoul, IL 61866

#### Section 9. Finances / Failure to Approve Budget.

- (a) Each Party shall be responsible for its share of RMS's operating budget and expenses based on the cost-sharing formula attached hereto and incorporated by reference herein as "Attachment A", or as hereinafter amended by an affirmative vote from at least three out of five of the Administrative Representatives as provided for in this Agreement.
- (b) Upon the last of the Parties to execute this Agreement, the Budget for the initial fiscal year attached hereto as Attachment B is approved. In addition, each Party agrees to pay and shall be responsible for its specific RMS software implementation costs as shown in Attachment C. In the event the RMS Board is unable to approve an annual budget for a subsequent fiscal year, prior to the commencement of the fiscal year in accordance with the procedures set forth herein, then the most recent budget approved by the Board shall be deemed, by operation of this Agreement, to be automatically approved and implemented for that fiscal year.
- (c) The Lead Agency shall maintain financial records regarding RMS operations and finances in accordance with generally accepted governmental accounting principles, which records shall be available at the Lead Agency's finance offices for inspection during regular business hours.
- (d) The Lead Agency shall invoice each Party and User Agency for its share of RMS costs on or before the first day of each quarter for the next quarter's service.
- (e) Each Party shall pay said bills within twenty-eight (28) calendar days of receipt of an invoice for the same. RMS's financial records shall be audited on an annual basis by the outside accountant used by the Lead Agency for its other audits and the cost of such audit shall be considered an operating expense of RMS.
- (f) All commitments by the University are subject to constitutional and statutory restrictions and limitations binding upon the University and to the availability of funds which may be lawfully applied thereto.

#### Section 10. Fiscal Year. RMS's fiscal year shall be from July 1 to June 30.

#### Section 11. Equipment. Use and Ownership: Loaned Equipment.

(a) All equipment purchased exclusively for RMS shall be purchased, utilized and disposed of by the Lead Agency and held in trust for RMS's use. It shall be recorded and identified as RMS Agreement property, separate from other Lead Agency property. Prior to termination or

expiration of this Agreement without renewal thereof, all proceeds from the sale of any RMS Agreement property shall be devoted solely to the operation of RMS.

(b) Such property as is loaned to the Lead Agency for its exclusive use in operating and maintaining RMS by a Party agency shall continue to be owned by that Party agency, and the Lead Agency shall keep written records of such loaned equipment. If the Party agency owning loaned equipment wishes to withdraw it from RMS service, that party may do so provided that if in the opinion of the RMS Director the property is essential to RMS and requires replacement to ensure consistency and proper functioning of RMS, then such loaned equipment shall be withdrawn only after: (i) providing a reasonable notice of withdrawal to the other Parties and (ii) the equipment has been replaced by RMS. In the event the RMS Director determines that a Party's loaned equipment is no longer needed (e.g. outdated, ceased functioning properly), then the Director shall notify the Party accordingly and the Party shall indicate how the equipment will be disposed of.

#### Section 12. Termination by Parties.

- (a) A Party may terminate its participation in this Agreement on July 1 of any year by giving written notice to each of the other parties. Such notice shall be at least twelve (12) months before the desired termination date.
- (b) If a Party to this Agreement is in default of its payment obligations, the Policy Board may so declare and terminate RMS services to that Party twenty-eight (28) calendar days after the date of mailing of notice of default and termination of services to the defaulting party, unless the defaulting party cures the default in full prior to the expiration of the twenty-eight (28) calendar days set forth in the notice. The notice of the default declared by the Board shall be issued by the Lead Agency. The defaulting Party shall continue to be responsible to pay its assigned share of the cost of RMS as determined in accordance with this Agreement for the ensuing twelve (12) months following the termination of RMS services. If the defaulting party, within the twelve (12) month period, pays all amounts due, RMS services to the Party shall be reinstated.
- Section 13. Rights of Terminating Party to RMS Capital Assets. A Party whose participation in this Agreement is terminated shall terminate its financial interest in all equipment for RMS operations purchased prior to its termination. Such equipment or proceeds derived from the disposition of the equipment shall continue to be used for the continued operation of RMS until termination or expiration of this Agreement without renewal thereof.
- <u>Section 14. Termination or Expiration.</u> It is the intent of the Parties to maintain RMS as a continuing operation. However, should any Party elect to withdraw its participation in and support of RMS, then RMS may continue in operation for the benefit of the remaining Parties if a minimum of (2) two of the Parties elect to continue their participation.
- Section 15. Disposition of RMS Assets Upon Termination or Expiration. Upon termination or expiration of this Agreement without renewal thereof, all capital assets held in trust by the Lead Agency on behalf of the Parties to this Agreement will be sold at public auction or by other means of public sale unanimously approved by the Parties in good standing at the time of termination or expiration of this Agreement without renewal thereof, and the proceeds, after deducting all costs of sales and any unpaid obligations relating to such capital assets or operating

expenses of RMS, shall be divided among all Parties to this Agreement in accordance with the proportion that the amount of funding of that Party bears to the total amount of funding contributed by the Parties for RMS operations over the total period of time it operated to the date of termination or expiration of this Agreement without renewal thereof. Any one (1) or more of the Parties shall have the right to purchase such capital assets at their fair market value prior to any public sale. Such fair market value shall be determined by the affirmative vote of at least four out of the five Administrative Representatives. If more than one (1) Party wishes to purchase such assets or a particular asset, the matter will be decided by lot.

Section 16. 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 the RMS equipment and all equipment loaned to RMS, against all direct loss or damage. The cost of any such insurance shall be a cost of operating RMS to be borne by the Parties hereto in the same manner as other costs in accordance with this Agreement. The Lead Agency shall procure and maintain appropriate liability insurance policies for RMS operations in accordance with insurance purchase standards for its other operating departments.

<u>Section 17. Limitations of Personnel.</u> No employee shall have authority to commit, obligate or bind any Party hereto to any contract or obligation unless specifically authorized by said Party, except as provided for in this Agreement.

<u>Section 18. Duty of Each Party.</u> Each Party shall utilize RMS only in accordance with RMS policies.

Section 19. 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. The execution of any amendment shall be authorized by passage of an appropriate ordinance or other proper and lawful corporate action by the corporate authorities of each Party.

Section 20. Addition of New Party or Approval of User Agency. By the unanimous vote of the Administrative Representatives, approve: (1) the addition of a new Party; (2) the terms by which a new Party participates on the Board; and (3) the capital contribution and quarterly fees to be paid by the new Party, which at a minimum, shall include the full costs of the new Party's licenses and any related operational and administrative costs.

By the unanimous vote of the Administrative Representatives, approve: (1) a User Agency's access to RMS Data; (2) the extent of a User Agency's rights to access RMS Data; and (3) the capital contribution and annual fees to be paid by the User Agency, which, at a minimum, shall include the full costs of the User Agency's licenses and any related RMS operational and administrative costs.

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

BY:	City Managan
	City Manager
DATE:	
ATTEST:	
	City Clerk
APPROVI	ED AS TO FORM:
C	ity Attorney

CITY OF CHAMPAIGN

CITY OF URBANA
BY:
DATE:
ATTEST: City Clerk
APPROVED AS TO FORM:
City Attorney

#### CHAMPAIGN COUNTY

BY:	BY:
Chief Executive	Sheriff
DATE:	DATE:
ATTEST:	ATTEST:
County Clerk	County Clerk
APPROVED AS TO FORM:	
Attorney	

# THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

BY:
DATE:
ATTEST:
APPROVED AS TO FORM:
Attorney

# BY:\_\_\_\_\_\_ Mayor DATE:\_\_\_\_\_ ATTEST:\_\_\_\_\_ Secretary APPROVED AS TO FORM FOR VILLAGE BY:\_\_\_\_\_ Village Attorney

VILLAGE OF RANTOUL

#### ATTACHMENTS LIST

- A: RMS FUNDING FORMULA
- B: BUDGET FOR INITIAL FISCAL YEAR
- C: PARTY SPECIFIC RMS SOFTWARE IMPLEMENTATION COSTS

#### ATTACHMENT A

#### RMS FUNDING FORMULA

Each agency utilizing RMS services shall pay for said services based on a formula which is applied annually by the Board in approving RMS's annual budget. All of these charges are used to finance the RMS General Operating Fund.

Total user fees will be determined by calculating total expenditures while maintaining a General Operating Fund balance of not less than 10% of budgeted expenditures.

#### **BASIC ASSUMPTIONS**

- 1. 100% of the RMS Fund is paid by the Parties.
- 2. Parties contribute to costs on a quarterly basis, based on a formula determined by the Board.
- 3. The funding formula may be revised by the Board as provided in the Agreement.

#### PARTY FEES

The RMS user fee established by the Board is paid by each Party according to the RMS funding formula.

The number of authorized strength of sworn officers at each Party who will have access to RMS is totaled.

The RMS user fee is calculated based on the number of authorized strength of sworn officers from each Party.

The total number of authorized strength of sworn officers at each Party is divided by the total number of sworn officers at all of the Party agencies.

#### **USER AGENCY FEES**

To be determined by the Administrative Representatives.

#### Public Safety Records Management System Annual Budget

#### Fiscal Year July 1, 2020 to June 30, 2021

<u>Description</u>	Amount
Revenues: User Fees for Operations Intergovernmental Revenue (Grant from CCSO) Total Revenues	\$ 229,161 417,422 \$ 646,583
Expenditures: Operating Costs:	
Salary and Benefits Contractual Services (Audit) Equipment Replacement Transfer to General Fund (City Admin Costs) Transfer to Retained Risk Fund	\$ 48,882 1,900 6,000 12,500 1,400
Capital Outlay (FY 20/21 Implementation Costs)	70,682 575,901
<u>Total Expenditures</u>	\$ 646,583

# **Public Safety Records Management System Tyler RMS System Implementation Costs**

Software         \$ 430,777           Project Management         95,680           Installation and Configuration         33,350           Training and Go-Live         31,610           Interfaces         27,800           Data Conversion         68,925           METCAD/Champaign Implmnt Costs         36,928           Contingency         102,109           Total         \$ 827,179	Implementation Costs	<u>Amount</u>
Installation and Configuration33,350Training and Go-Live31,610Interfaces27,800Data Conversion68,925METCAD/Champaign Implmnt Costs36,928Contingency102,109	Software	\$ 430,777
Training and Go-Live31,610Interfaces27,800Data Conversion68,925METCAD/Champaign Implmnt Costs36,928Contingency102,109	Project Management	95,680
Interfaces 27,800 Data Conversion 68,925 METCAD/Champaign Implmnt Costs 36,928 Contingency 102,109	Installation and Configuration	33,350
Data Conversion 68,925 METCAD/Champaign Implmnt Costs 36,928 Contingency 102,109	Training and Go-Live	31,610
METCAD/Champaign Implmnt Costs 36,928 Contingency 102,109	Interfaces	27,800
Contingency 102,109	Data Conversion	68,925
	METCAD/Champaign Implmnt Costs	36,928
Total \$ 827,179	Contingency	102,109
	Total	\$ 827,179

Cost Split:	<u>Amount</u>
County Sheriff	\$ 65,274
County Sheriff: Dept of Justice Grant Revenue	417,422
Rantoul Police	37,452
Champaign Police	158,372
University Police	78,550
Urbana Police	70,109
Total	\$ 827,179