CITY OF URBANA

Information Technology Division
Memorandum

To: City Council Members
From: Sanford Hess, IT Director
Regarding: Inter-Governmental Agreement with METCAD for ARMS Support Services
Date: June 22, 2021

The Inter-Governmental Agreement (IGA) up for review is an agreement with METCAD for Tim Smith to provide support services related to the Area-Wide Records Management System (ARMS).

ARMS is a computer system that was programmed by Urbana staff beginning in the 1980s. Over time, the solution grew in scope - and ARMS added other four other police agencies: Champaign Police, University of Illinois Police, Rantoul Police, and the Champaign County Sheriff's Office. Through the fiscal year 2021, all of the ARMS agencies contributed to the ARMS fund that Urbana maintains to support ARMS. Urbana is still the Lead Agency for ARMS, with responsibility for supporting the system. These functions are performed by the Urbana IT Division.

In 2020, METCAD signed a contract with Tyler Technologies to begin implementation of their Law Enforcement Record Management System (LERMS), a project that is expected to continue through the Summer of 2022. At the point that LERMS is available for production use, the police agencies using ARMS will have their data converted to LERMS, and will begin using LERMS instead of ARMS. Once LERMS is "live", the ARMS agreement and the ARMS fund maintained by Urbana will be closed – and the balance of the fund will be returned to the ARMS agencies.

- Until June 19, 2021 Tim Smith was a full-time Urbana employee with responsibility for ARMS.
- Beginning on June 21, 2021 Tim Smith moved to METCAD to take over the role of Database Administrator for LERMS.
- From June 21, 2021 until the time that ARMS is decommissioned, Tim Smith will continue to provide as-needed support for ARMS, and the IGA documents how METCAD will bill Urbana for the time spent supporting ARMS.

Because ARMS is a mature system, and is no longer actively being modified, the time that Tim Smith is expected to spend on ARMS is minimal – mostly to setup and support ARMS users. Some of the work that Tim Smith will continue to perform is programming for the new federal NIBRS (National Incident-Based Reporting System) standard. That work is grant-funded, and Tim Smith's costs will be rebilled to the grant for as long as grant funds remain available.

This agreement is a win-win for all involved.
- Tim Smith is the best choice possible to supervise the new system that will replace ARMS, and will be part of the project from its inception. This is excellent for METCAD and all of the police agencies who will use the new RMS.
- Urbana benefits because we do not need to find and train a new ARMS Programmer to support ARMS, which is our obligation as the Lead Agency.

- All of the ARMS agencies will benefit because the ARMS fund will have lower costs for the remainder of ARMS' life, because it will only pay Tim Smith for the exact time spent on ARMS - and not as a full-time employee.

Staff recommends that Council approve the Resolution authorizing the Mayor to sign the IGA.

RESOLUTION NO. _____
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 ___ day of July, 2021.

AYES:

NAYS:

ABSTENTIONS:

_____
Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this ___ 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 (20ᵗʰ) 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* and a copy to the METCAD Deputy Director at *jeffrey.wooten@chamapaignil.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.

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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

BY:_____
       METCAD Director

DATE: _____

CITY OF CHAMPAIGN, as Lead Agency

BY:_____
       Finance Director

DATE: _____

APPROVED AS TO FORM:

_____
       City Attorney

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CITY OF URBANA

BY:_____

Title:_____

DATE: _____