

ORDINANCE NO. 2003-09-104

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR
POLICE RECORD SERVICES

(A.R.M.S. - Urbana and the City of Champaign)

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
URBANA, ILLINOIS, as follows:

Section 1. That an Agreement for Police Record Services (A.R.M.S.)
between the City of Urbana and the City of Champaign, in substantially the
form of the copy of said Agreement attached hereto and hereby incorporated by
reference, be and the same is hereby authorized and approved.

Section 2. That the Chief Administrative Officer 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
authorized to attest to said execution of said Agreement as so authorized and
approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this _____ day of _____,
_____.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____,
_____.

Tod Satterthwaite, Mayor

AGREEMENT FOR POLICE RECORD SERVICES **(A.R.M.S. - URBANA AND THE CITY OF CHAMPAIGN)**

THIS AGREEMENT is made and entered into by and between THE CITY OF URBANA, Urbana, Illinois (hereinafter "Urbana"), and THE CITY OF CHAMPAIGN, ILLINOIS (hereinafter "Champaign").

Section 1. Introduction. A.R.M.S. (Area Wide Records Management System) was established by Urbana, Champaign, and the University of Illinois through contributed resources valued at a total of approximately \$150,000. Urbana has developed and has operated for Champaign, Urbana, and the University of Illinois a computer police record system which allows twenty-four (24) hour access to law enforcement information for the purpose of improving law enforcement activities by each of the parties. Although developed and managed by Urbana, the A.R.M.S. system was formerly processed through METCAD. The purpose of this Agreement is to separate the A.R.M.S. system from the operation of METCAD, and to provide for A.R.M.S.' operation. Urbana will continue to provide the police record services, and each user jurisdiction will enter into separate, but coordinated agreements, with Urbana.

Section 2. Definitions.

- a. "A.R.M.S." means the Area Wide Records Management System.
- b. "User Jurisdiction" means law enforcement agencies with full read and write access to the A.R.M.S. System and, at the time this Agreement is entered into, includes the Cities of Urbana, Champaign, and the University of Illinois.
- c. "Data Subscribers" means law enforcement agencies that can "read" A.R.M.S. data, but have no right to input or modify data.

Section 3. Initial Capital Contribution.

- a. Champaign, Urbana, and the University of Illinois, in recognition of the capital requirements of creating the A.R.M.S. system, shall make a capital contribution upon signing

this Agreement in the amount of its contribution to the capital fund for replacement of A.R.M.S. dedicated equipment (AS400). Champaign shall make a capital contribution of \$16,928.

b. New User Jurisdictions. To become a user jurisdiction, the new agency must pay an entry fee to be determined by Urbana. The entry fee shall be placed in the A.R.M.S. Capital Fund.

c. Data Subscribers. Law enforcement agencies who wish to become data subscribers, that is, users who can access the combined records of user jurisdictions, but who are not adding their own records to the system, shall be charged an annual fee in an amount to be determined by Urbana. Data subscribers shall be required to make an initial contribution as determined by Urbana and such funds shall be placed back into the A.R.M.S. budget for A.R.M.S. enhancement.

Section 4. Annual Financing.

a. Total A.R.M.S. Budget. Urbana shall report annually in December on the cost of operating A.R.M.S.. This report shall be the basis of the annual billings. Urbana shall annually bill Champaign in July of each year for its share of the cost of operating the A.R.M.S. system. Payment shall be made within 45 days of billing. The annual costs to be included are:

- i. All wage, training, and benefit costs of a full-time computer program analyst employed by Urbana exclusively to maintain A.R.M.S.;
- ii. Costs for supervision and management of the computer program analyst, which shall be presumed to be equal to 25% of the cost of wages and benefits paid annually;
- iii. Costs incurred by Urbana to provide system redundancy, in order to provide 24-hour access;
- iv. Rental costs, if Urbana determines that it is necessary to house the program outside City-owned buildings.

v. Costs to maintain the computer equipment necessary for the A.R.M.S. program. The parties recognize that the system hardware and operating software maintenance are supplied through outside vendors and will be managed by Urbana.

vi. Capital fund to replace the capital equipment necessary for the A.R.M.S. system;

vii. The actual costs of programming changes which are prioritized as “mandated by law” or “essential” by the User Committee and which cannot be scheduled in the work program of the Urbana in-house program analyst.

b. Billing. Urbana shall bill based on its estimated costs for the fiscal year with an annual adjustment for last fiscal year’s actual cost, if necessary. When a new user jurisdiction or data subscriber is added to the A.R.M.S. system, Urbana shall adjust the funding obligations of Champaign to be effective with the payment of fees by the new user jurisdiction.

c. User Jurisdiction Annual Proportionate Payment. Each user jurisdiction shall pay an equal share of the costs as described in Section 4. The annual share shall be the recurring annual costs plus capital contributions on a schedule agreed to by the parties, after taking into account payments made by data subscribers. Annual payments for start-up members shall begin with the FY 04-05 fiscal year.

d. Data Subscriber Annual Payment. Data subscribers' annual payments shall be determined by Urbana and placed in the A.R.M.S. operating budget.

Section 5. User Committee.

a. Modification of Software. All of the user jurisdictions who participate in the A.R.M.S. system shall designate an appointee to the A.R.M.S. User Committee. The User Committee shall be chaired by Urbana. The User Committee shall convene and meet regularly. The User Committee shall annually prioritize programming necessary for the effective use of police records information. Programming changes prioritized by the User Committee as “mandated by law” or “essential” shall be made by Urbana in a timely fashion. Programming

changes recommended as “desirable” shall be accommodated, if possible. The User Committee shall make annual recommendations to Urbana concerning the operation of the A.R.M.S. system. Decisions of the User Committee shall be made by majority vote of the user jurisdictions in good standing.

b. Specific Champaign Programming. In the event that Champaign requests a programming improvement for its purposes only, Urbana shall implement such improvement if it can reasonably do so; provided that Champaign first be informed and approve the estimated cost to develop and implement the programming. Champaign shall pay the actual cost of such programming change, provided such cost does not exceed the estimated cost by more than 10%.

Section 6. Other Agreements.

Other Users. Urbana may enter into agreements with other governmental bodies who are not user jurisdictions or data subscribers for their participation in the A.R.M.S. system. Terms of any such agreement will be agreed upon by unanimous vote of the user jurisdiction’s management representatives.

Section 7. Termination.

a. Termination by Urbana. Prior to termination of this Agreement by Urbana, Urbana must give twenty (20) months’ notice to Champaign of its intent to terminate this Agreement. This lengthy termination notice period is necessary to provide time for Champaign to provide for an alternative system for keeping its electronic police records. Champaign shall be entitled to one (1) electronic copy of its data as of the date of termination in a mutually agreed upon format; a static copy of the software program in such a format as to allow routine maintenance of the program and a license to use the program for three (3) years without cost. Urbana shall have no responsibility to provide updating or maintenance. All Champaign A.R.M.S. data will be removed from the computer system under the control of Urbana.

Champaign will be returned its proportionate share of any funds in the Capital Fund and its proportionate share as described in Section 5, prorated for the remainder of the fiscal year.

b. Withdrawal by Champaign. Champaign may terminate its participation in this Agreement by giving six (6) months' written notice to Urbana prior to July 1st of any year. The shorter period of termination for Champaign is in recognition of the fact that Urbana is the owner and operator of the A.R.M.S. system and the withdrawal of Champaign would impact the operation of the A.R.M.S. system financially but not necessarily operationally. Champaign shall be entitled to one (1) free electronic copy of its data as of the date of termination, and any Champaign data shall be removed from the A.R.M.S. System. Champaign shall forfeit any right to its share of the capital equipment.

Section 8. Data Policies. Urbana shall develop and disseminate to Champaign its policies and procedures on data distribution or disclosure to other A.R.M.S. user jurisdictions, to data subscribers and to non-subscribers. The policies must be approved by a majority of the User Committee. The data from Champaign or from METCAD concerning Champaign shall continue to be owned by Champaign, and may be utilized only for purposes consistent with law enforcement, and consistent with federal or state statutes. If Urbana receives a Freedom of Information request for Champaign data, Urbana shall refer the FOIA request to Champaign for response. Champaign shall assume all obligations to answer or defend nonanswering of such requests.

Section 9. Equipment and Software Use and Ownership. All equipment for the A.R.M.S. system shall be purchased, utilized, and disposed of by Urbana. Champaign shall have no interest in any equipment except if it loans property or equipment to Urbana. The terms of any loaned equipment shall be agreed to by both parties in writing at the time of the loan. Urbana shall be responsible for all the licensing agreements necessary to operate the A.R.M.S. system, and shall hold Champaign harmless from any damages asserted as a result of violation of any copyright laws or program license agreements. Urbana retains ownership of the

software, with sole rights to modify or license such software. provided, however, net funds realized from any sale shall be used as determined by a majority of the user jurisdictions.;

Section 10. Term. This Agreement shall continue until terminated pursuant to Section 6 in writing by notice from either party.

Section 11. Amendments. This Agreement may be amended in writing at any time by mutual agreement.

Section 12. Effective Date. This Agreement shall be effective upon the date that the last of the parties signs this Agreement.

Section 13. Notices. Notices shall be provided personally or by first class mail to:

Chief Administrative Officer
City of Urbana
400 South Vine Street
Urbana, IL 61801

City Manager
City of Champaign
102 North Neil Street
Champaign, IL 61820

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

CITY OF URBANA

CITY OF CHAMPAIGN

Chief Administrative Officer

City Manager

ATTEST:

ATTEST:

City Clerk

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

City Attorney

DATE:_____

DATE:_____