

RESOLUTION NO. 2017-10-066R

A RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT

**(Agreement between City of Urbana and Parkland Community College
Regarding ARMS System)**

WHEREAS, the City of Urbana, Illinois (“City”) is a home rule unit of local government pursuant to the Illinois Constitution of 1970 and the Illinois Municipal Code. ILCS Const. Art. 7, § 6; 65 ILCS 5/1-1-9; and

WHEREAS, Parkland Community College is (hereinafter, “Parkland”) is a community college located and operating in the Champaign, Illinois; 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.* enables the parties hereto to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, on or about August 26, 2015, Urbana, the City of Champaign, the Board of Trustees of the University of Illinois, the Village of Rantoul, and Champaign County created an Areas-Wide Records Management System (“ARMS”) and entered into and executed an Area-Wide Records Management System Intergovernmental Agreement (hereinafter, “ARMS Agreement”); and

WHEREAS, Section 4 of the ARMS Agreement designates Urbana to serve as the lead agency for purposes of operating, managing and maintaining ARMS for the signatories to the ARMS Agreement; and

WHEREAS, Section 5 of the ARMS Agreement authorizes Urbana, as lead agency, to enter into one or more agreements with government agencies for access to the ARMS database on a “Read-Only Access” basis absent any objection by any signatory to the ARMS Agreement; and

WHEREAS, Parkland is a government agency which seeks “Read-Only Access” to the ARMS database; and

WHEREAS, Parkland recognizes that “Read-Only Access” means that Parkland will be granted authority to read information in the ARMS database but will not have any right, authority, power or ability whatsoever to input, change or otherwise modify any information contained in or in any way alter the ARMS database; and

WHEREAS, pursuant to Section 5 of the ARMS Agreement, Urbana, as lead agency, has

provided written notice to each Member as provided for in the ARMS Agreement of Parkland's desire to have "Read-Only Access" to the ARMS database and that Parkland is willing to abide by the policies, procedures, rules and regulations governing government agencies which request and are granted "Read-Only Access" to the ARMS database.

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

Section 1. The aforesaid Intergovernmental Agreement shall be and hereby is authorized and approved in substantially the form and substance as the exhibit appended hereto and made a part hereof.

Section 2.

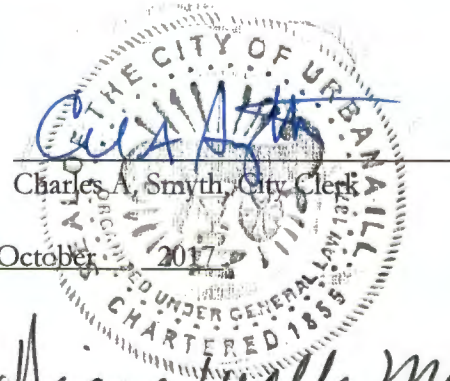
The Mayor of the City of Urbana, Illinois, shall be and hereby is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement in substantially the form and substance appended hereto and made a part hereof.

PASSED BY THE CITY COUNCIL this 16th day of October, 2017.

AYES: Ammons, Brown, Hazen, Jakobsson, Roberts, Wu

NAYS:

ABSTENTIONS:



Charles A. Smyth, City Clerk

APPROVED BY THE MAYOR this 18th day of October, 2017.

Diane Wolfe Marlin
Diane Wolfe Marlin, Mayor

**AREA-WIDE RECORDS MANAGEMENT SYSTEM
READ-ONLY ACCESS INTERGOVERNMENTAL
AGREEMENT FOR PARKLAND COMMUNITY COLLEGE**

This Area-Wide Records Management System Read-Only Access Intergovernmental Agreement (hereinafter, "Read-Only Access Agreement") is entered into and executed by and between the City of Urbana, Illinois (hereinafter, "Urbana"), in its capacity as Lead Agency for the ARMS Policy Board, and Parkland College (hereinafter, "Parkland") hereinafter collectively referred to as the "Parties."

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

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

WHEREAS, the Parties are committed to the principles of cooperation; and

WHEREAS, on or about August 26, 2015, Urbana, the City of Champaign, the Board of Trustees of the University of Illinois, the Village of Rantoul, and Champaign County, entered into and executed an Area-Wide Records Management System Intergovernmental Agreement (hereinafter, "ARMS Agreement"); and

WHEREAS, Section 4 of the ARMS Agreement designates Urbana to serve as the Lead Agency for purposes of operating, managing and maintaining the Area-Wide Records Management System for the Members to that agreement; and

WHEREAS, Section 5 of the ARMS Agreement authorizes Urbana, as Lead Agency, to enter into one or more agreements with Government Agencies for access to the ARMS Database on a "Read-Only Access" basis absent any objection by any Member to the ARMS Agreement; and

WHEREAS, Parkland is a "Government Agency" which seeks "Read-Only Access" to the ARMS Database; and

WHEREAS, Parkland recognizes that "Read-Only Access" means that Parkland will be granted authority to read information in the ARMS Database but will not have any right, authority, power or ability whatsoever to input, change or otherwise modify any information contained in or in any way alter the ARMS Database; and

WHEREAS, pursuant to Section 5 of the ARMS Agreement, Urbana, as Lead Agency, has provided written notice to each Member as provided for in the ARMS Agreement of Parkland's desire to have "Read-Only Access" to the ARMS Database and that Parkland is willing to abide by the policies, procedures, rules and regulations governing Government Agencies which request and are granted "Read-Only Access" to the ARMS Database.

NOW, in exchange of good, valuable and mutual consideration which each Party hereto acknowledges as having in hand received and for the mutual exchange of the terms, covenants and conditions set forth in this Read-Only Access Agreement, the Parties hereto agree as follows:

1. The above-stated recitals shall be incorporated herein as if set forth herein.
2. All terms and phrases defined in the ARMS Agreement shall have the same definitions and meanings found in Section 1 of the ARMS Agreement when used in this Read-Only Access Agreement.
3. Parkland shall be granted access to the information contained in the ARMS Database on a Read-Only Access and under the terms and conditions provided for Government Agencies as stated in the ARMS Agreement which is appended hereto and incorporated herein.
4. Parkland represents and warrants that it has read and fully understands the terms, provisions and conditions contained in the ARMS Agreement insofar as they apply to Government Agencies and Read-Only Access.
5. Parkland agrees to accept and be fully bound by the terms, provisions and conditions of the ARMS Agreement and any policy, terms and conditions promulgated by the ARMS Policy Board governing Government Agencies and Read-Only Access to the ARMS Database. This includes the ARMS Security Policy, which is appended hereto.
6. Parkland agrees to pay any and all fees and assessments, if any, which the ARMS Policy Board has established or may establish from time to time for the privilege of allowing Government Agencies to have "Read-Only Access" to the ARMS Database.
7. Nothing in this Read-Only Access Agreement shall be deemed, construed or interpreted as granting to Parkland any right, power or authority to –
 - a. change, alter, modify, or amend the ARMS Agreement;
 - b. input, delete or modify any information in the ARMS Database; or
 - c. include, delete, modify or change any software used in establishing, operating and maintaining the ARMS Database.
8. Parkland acknowledges that Urbana, as Lead Agency, has provided each Member with written notice of Parkland's request to have Read-Only Access to the ARMS Database and that no

Member has raised any objection to Parkland's request for Read-Only Access to the ARMS Database.

9. The effective date of this Read-Only Access Agreement shall be the latest date on which the same is executed.

10. This Read-Only Access Agreement may be amended by the Parties but only by an agreement duly executed by the Parties.

FOR CITY OF URBANA,
IN ITS CAPACITY AS LEAD AGENCY:

FOR PARKLAND COLLEGE:

Diane Wolfe Marlin
Diane Wolfe Marlin, Mayor.

A duly authorized representative.

10-18-17
Date

Date

ATTEST:

Charles A. Smyth
Charles A. Smyth, City Clerk for the
City of Urbana.



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FOR CITY OF URBANA,
IN ITS CAPACITY AS LEAD AGENCY:

Diane Wolfe Marlin
Diane Wolfe Marlin, Mayor.

FOR PARKLAND COLLEGE:

C. P. Collier
A duly authorized representative.

10-18-17
Date

10/31/17
Date

ATTEST:

Charles A. Smyth
Charles A. Smyth, City Clerk for the
City of Urbana.

