

RESOLUTION NO. 2020-01-007R

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING TO
UPGRADE THE AREA-WIDE RECORD MANAGEMENT SYSTEM (ARMS)**

(Compliance with National Incident-Based Reporting System Specifications)

WHEREAS, the City of Urbana (“City”) is an Illinois home rule unit of local government pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 and the Statutes of the State of Illinois; and

WHEREAS, Champaign County is a unit of local government pursuant to Article VII, § 1 of the Illinois Constitution of 1970 of which the Champaign County Sheriff’s Office is a department (“County”); 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 City and the County to enter into intergovernmental agreements; and

WHEREAS, in 2003, Urbana, the City of Champaign, Illinois, and the Board of Trustees of the University of Illinois entered into an intergovernmental agreement to establish, operate and maintain an automated police records system for use by those units of local government (Area-Wide Record Management System, hereinafter, “ARMS”); and

WHEREAS, in 2015, Champaign County joined in the ARMS intergovernmental agreement; and

WHEREAS, the ARMS intergovernmental agreement was amended in 2015; and

WHEREAS, the 2003 the ARMS intergovernmental agreement and the 2015 amendment to that agreement designated Urbana as the lead agency to establish, operate and maintain an automated police records system for use by the signatories of the aforesaid intergovernmental agreements; and

WHEREAS, since 2003, Urbana has established, operated and maintained an automated police records system for use by the signatories of the aforesaid intergovernmental agreements; and

WHEREAS, the United States Department of Justice has established a National Incident-Based Reporting System (hereinafter, “NIBRS”) that it has updated over the years; and

WHEREAS, in order for units of local government to participate in NIBRS, they are required to conform their own respective police information reporting systems with specifications issued by the United States Department of Justice; and

WHEREAS, the United States Department of Justice has made grants available to units of local government in order to assist them in bringing their respective police information reporting systems into compliance with NIBRS including grants from the National Crime Statistics Exchange – Special Data Collections and Statistical Studies and Edward Byrne Memorial Justice Grant Assistance Grant; and

WHEREAS, Champaign County has applied for and been awarded grant money from the two sources named immediately above in the amounts of \$48,079 and \$ 8,709.26 respectively; and

WHEREAS, the Champaign County Sheriff's Office has advised Urbana that it is willing to provide some or all of the aforesaid grant funds to Urbana in order for Urbana to bring ARMS into compliance with NIBRS; and

WHEREAS, the City and the County seek to enter into a Memorandum of Understanding to Render Area-Wide Records Management System Information Complaint with National Incident-Based Reporting System Specifications in substantially the form appended hereto and made a part hereof in order to make Urbana a sub-recipient of the grants that Champaign County received in connection with bringing ARMS into compliance with NIBRS.

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

Section 1.

The Memorandum of Understanding to Render Area-Wide Records Management System Information Complaint with National Incident-Based Reporting System Specifications in substantially the form appended hereto and incorporated herein by reference, shall be and the same is hereby authorized and approved.

Section 2.

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute on behalf of the City of Urbana, Illinois and deliver the same to the City Clerk of the City of Urbana, Illinois, the Memorandum of Understanding to Render Area-Wide Records Management System Information Complaint with National Incident-Based Reporting System Specifications in substantially

the form appended hereto and the City Clerk being hereby authorized to attest to said execution of the said Memorandum of Understanding so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this 27th Day of January , 2020.

AYES: Brown, Hazen, Hursey, Jakobsson, Miller, Roberts, Wu

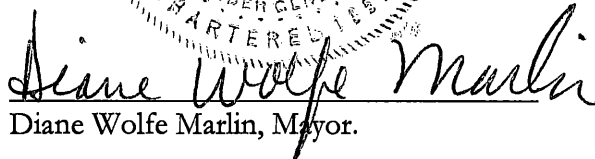
NAYS:

ABSTENTIONS:



Charles A. Smyth, City Clerk

APPROVED BY THE MAYOR this 28th Day of January, 2020.



Diane Wolfe Marlin, Mayor.

**MEMORANDUM OF UNDERSTANDING TO RENDER AREA-WIDE
RECORDS MANAGEMENT SYSTEM INFORMATION COMPLIANT
WITH NATIONAL INCIDENT-BASED REPORTING SYSTEM SPECIFICATIONS**

This Memorandum of Understanding to Render the Area-Wide Records Management System Information Compliant with National Incident-Based Reporting System Specifications (hereinafter, "MOU") is entered into this 27th Day of January, 2020, by and between the Champaign County Sheriff's Office (hereinafter, the "Sheriff's Office") and the City of Urbana, Illinois (hereinafter, "Urbana") (individually and generically, a "Party", and collectively, the "Parties").

WHEREAS, Champaign County is a unit of local government pursuant to Article VII, § 1 of the Illinois Constitution of 1970 of which the Champaign County Sheriff's Office is a department; and

WHEREAS, Urbana is a unit of local government pursuant to Article VII, § 1 of the Illinois Constitution of 1970; 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, in 2003, Urbana, the City of Champaign, Illinois, and the Board of Trustees of the University of Illinois entered into an intergovernmental agreement to establish, operate and maintain an automated police records system for use by those units of local government (Area-Wide Record Management System, hereinafter, "ARMS"); and

WHEREAS, the ARMS intergovernmental agreement was amended in 2015 and added the Sheriff's Office as a member; and

WHEREAS, the 2003 the ARMS intergovernmental agreement and the 2015 amendment to that agreement designated Urbana as the lead agency to establish, operate and maintain an automated police records system for use by the signatories of the aforesaid intergovernmental agreements; and

WHEREAS, since 2003, Urbana has established, operated and maintained an automated police records system for use by the signatories of the aforesaid intergovernmental agreements; and

WHEREAS, the United States Department of Justice has established a National Incident-Based Reporting System (hereinafter, "NIBRS") that it has updated over the years; and

WHEREAS, in order for units of local government to participate in NIBRS, they are required to conform their own respective police information reporting systems with specifications issued by the United States Department of Justice; and

WHEREAS, the United States Department of Justice has made grants available to units of local government in order to assist them in bringing their respective police information reporting systems into compliance with NIBRS including grants from the National Crime Statistics Exchange – Special Data Collections and Statistical Studies and Edward Byrne Memorial Justice Grant Assistance Grant; and

WHEREAS, the Sheriff's Office has applied for and been awarded grant money from the two sources named immediately above in the amounts of \$48,079 and \$8,709.26 respectively; and

WHEREAS, the Sheriff's Office has advised Urbana that it is willing to provide the aforesaid grant funds to Urbana in order for Urbana to bring ARMS into compliance with NIBRS; and

WHEREAS, the Parties seek to enter into this MOU in order for Sheriff's Office to contract with Urbana to bring ARMS into compliance with NIBRS.

NOW for good, valuable and mutual consideration which each Party hereto acknowledges as having in-hand received and for the mutual exchange of the terms, conditions and covenants contained herein, the Parties agree as follows:

A. TERM OF MOU: The term of this MOU shall commence on the latest date appearing in the signature block below and shall continue until the Parties have completed their respective obligations and responsibilities as provided in this MOU.

B. URBANA'S OBLIGATIONS AND RESPONSIBILITIES: Urbana shall have the following obligations and responsibilities:

- 1. Design:** Urbana shall have all responsibility for designing how the ARMS software shall comply with the NIBRS specifications. Such responsibility shall include but shall not necessarily be limited to identifying what additional data input, data validation, and data extraction must be added to ARMS in order to comply with the NIBRS specifications.
- 2. Programming:** Urbana shall have all responsibility for programming ARMS to become and remain compliant with NIBRS specifications. Such responsibility shall include but shall not necessarily be limited to identifying what additional data input, data validation, and data extraction must be added to ARMS in order to comply with the NIBRS specifications.

3. Development Timeline: Urbana's development timeline shall include the following:

- a. Writing a design specification that describes the new fields, validations, and extracts.
- b. Programming of the software changes.
- c. Testing of the software changes, including submitting test files.
- d. Updating procedures and system documentation.
- e. Training rollout featuring videos to inform ARMS users on how to access details on NIBRS validations in the documentation.

4. Performance Of Work: Urbana shall deploy one or more of its Information Technology Division's employees to perform all work necessary in order to bring ARMS into compliance with the NIBRS specifications. Urbana shall assure that each such employee possesses the education, training and experience to perform the necessary work in a professional and efficient manner. Urbana shall have sole management authority over and responsibility for each employee's work in bringing ARMS into compliance with the NIBRS specifications.

5. Reports Of Progress: Urbana shall provide the Sheriff's Office a monthly status report regarding Urbana's undertaking and completing the above five-referenced timeline tasks listed in Subsection B.3. All monthly status reports shall be submitted to the person designated by the Sheriff's Office to receive such reports. The first monthly report shall be provided on the fourth Monday following the commencement of the term of this MOU as provided in Section A. of this MOU.

6. Completion Of Performance: Urbana shall not be deemed to have completed its performance under this MOU until such time as when the State and Federal authorities affirm that the ARMS submissions are in compliance with NIBRS standards.

7. Tracking Time: Urbana shall keep a record of all time spent by each Urbana employee who provides work in bringing ARMS into compliance with NIBRS. Each employee's time shall be recorded and kept to the nearest tenth of an hour. Records of each employee's time and efforts to bring ARMS into compliance with NIBRS shall, at a minimum, include the following:

- a. Name or names of the employees who performed the work.
- b. Each date each employee spent time undertaking the work.

- c. The amount of time, rounded to nearest tenth of an hour, each employee spent performing the work per day.
- d. A description of the work that each employee performed.
- e. The hourly rate that Urbana pays each such employee, including benefits
- f. The total number of hours, rounded to the nearest tenth of an hour, each employee spent performing the work during each month.
- g. An extension of the Urbana's costs for each employee who performed work during each month calculated by the total number of hours, rounded to the nearest tenth of an hour, each employee spent performing the work times that employee's hourly rate of monetary compensation.
- h. A total of the cost of all employees who performed work during each month.
- i. An overhead amount that will be calculated by multiplying the total cost of all employees by 25%.

8. Invoicing. On or before the twentieth (20th) day of each calendar month during which an Urbana employee performed the work contemplated by this MOU during the immediate prior month, Urbana shall tender a written invoice to the Sheriff's Office for Urbana's cost of performing such work. Urbana shall send the first such invoice the month immediately succeeding the month when any one or more Urbana employees commenced performing the work contemplated by this Agreement.

C. SHERIFF'S OFFICE OBLIGATIONS AND RESPONSIBILITIES: The Sheriff's Office shall have the following obligations and responsibilities:

1. Cooperation: To the extent required and where requested by Urbana, the Sheriff's Office shall cooperate with Urbana in the latter's efforts to bring ARMS into compliance with NIBRS.

2. Federal Contact: The Sheriff's Office shall undertake such reasonable effort as is or may be necessary with the United States Department of Justice in order to comply with rules of the National Crime Statistics Exchange (NCS-X) – Special Data Collections and Statistical Studies grant in the amount of Forty-Eight Thousand Seventy-Nine and No/Hundredths Dollars (\$48,079.00) and the Edward Byrne Memorial Justice Assistance Grant in the amount of Eight Thousand Seven Hundred Nine and 29/Hundredths Dollars (\$8,709.26).

3. Submission Of Reimbursement Requests: The Sheriff's Office shall submit to the United States Department of Justice such reimbursement requests, financial reports and other documents as is or are necessary in order for the Sheriff's Office to access and use the grants references in Section C.2. of this MOU.

4. Payment Of Invoices: The Sheriff's Office shall pay, within thirty (30) days of receipt, each Urbana invoice for Urbana's work in bringing ARMS into compliance with the United States Department of Justice NIBRS specifications.

5. Limitation on Payment Of Invoices: The Sheriff's Office responsibility and obligation to pay Urbana's invoices shall be limited to the grant funds that the Sheriff's Office actually receives from the United States Justice Department grant sources identified in Section C.2. of this MOU.

6. Invoice Disputes: In the event that the Sheriff's Office does not dispute any amount or means of calculating any such amount contained in any Urbana invoice within thirty (30) days of receipt of any such invoice, the Sheriff's Office will be deemed to have waived its right to dispute or otherwise contest such invoice. If the Sheriff's Office gives written notice to Urbana that the Sheriff's Office disputes any Urbana invoice or any part thereof within the aforesaid thirty (30) day time period, the Parties shall resolve the dispute as provided in Section D.1 of this MOU.

D. General Terms and Conditions:

1. Dispute Resolution:

a. In the event a Party (hereinafter, the "Non-Defaulting Party") believes the other Party (the "Defaulting Party") has defaulted on any obligation provided for in this Agreement, the Non-Defaulting Party shall have the right to send the Defaulting Party a written Notice of Default. The Notice of Default shall, at a minimum, (i) state the nature of the default; (ii) identify the section of this Agreement believed to be in default; and (iii) state the date by which the default must be cured. Within five (5) business days of receipt of the Notice of Default, the Defaulting Party shall respond in writing to the Notice of Default by (a) stating that the default has been cured; (b) stating that the default cannot be cured by the date provided in the Notice of Default but that it can be cured at a specifically stated later date; or (c) providing clear evidence that no default occurred. If the Defaulting Party fails to cure the default within the time provided in the Notice of Default or such other time as the Parties agree or if the Non-Defaulting Party does not accept the Defaulting Party's evidence that no default occurred, the Parties shall confer in an effort to resolve their dispute.

b. In the event of a failure to cure a default, the Non-Defaulting Party shall have the right to terminate this Agreement by giving the Defaulting Party written notice of the Non-Defaulting Party's intent to terminate the Agreement. The Notice of Termination shall include the date when the Non-Defaulting Party deems the Agreement terminated which date shall be no less than twenty-one (21) days of the date when the Notice of Termination is placed for delivery to the Defaulting Party.

c. In the event of a Default, either Party shall have the right to pursue such remedies as that Party believes are appropriate.

2. Indemnity: Each Party (hereinafter, the "Indemnifying Party"), at the Indemnifying Party's respective expense, shall indemnify, keep and save harmless, and defend the other Party (hereinafter, the "Indemnified Party") and their respective directors, officers, elective and appointed officials, employees, and agents, as the case may be, from and against all injuries, death, loss, damages, claims, suits, liabilities, judgments, decrees, settlements, costs, and expenses including reasonable attorney fees, which may in any way be asserted, whether in law of equity, against the Indemnified Party, as a result of the Indemnifying Party's intentional, willful, wanton, grossly negligent, or negligent wrongful or unlawful acts or omissions. Notwithstanding the immediate forgoing, the Indemnifying Party shall have no obligation to indemnify, keep and save harmless, and defend the Indemnified Party as provided in this Section from and against any injury, death, loss, damages, claim, suit, liability, judgment, settlement, cost and/or expense including attorney fees, which may in any way accrue as a result of the Indemnified Party's or its respective directors', officers', elected and appointed officials', employees' or agents', as the case may be, intentional, willful, wanton, grossly negligent, or negligent wrongful or unlawful acts or omissions. Nothing in this Section shall be deemed, construed or interpreted as a waiver or release by either Party of such rights as it may have pursuant to the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et seq.). This Section, in its entirety, shall survive the expiration of termination of this Agreement.

3. Notices: Any written notice required to be given by this Agreement shall be in writing and deemed effective as hereinafter stated:

a. If by U.S. First Class Mail: If notice is given by U.S. First Class Mail, the same shall be deemed effective four (4) business days after placement with the United States Postal Service if such notice is placed in a properly stamped envelope bearing the proper address of the intended recipient of such notice.

b. If by Facsimile: If notice is given by facsimile, the same shall be deemed effective the next business day if transmitted by 4:00 p.m. Central Time and if the sender's facsimile machine prints out a receipt that such facsimile was received by the intended recipient's facsimile machine. If the transmission was successful but

no such receipt is printed, then the notice shall be deemed effective as if given by U.S. First Class Mail.

c. If by Electronic Mail (e-mail): If notice is successfully given by electronic mail, the same shall be deemed effective the next business day if transmitted by 4:00 p.m. Central Time.

e. If by Personal/Courier Delivery: If notice is given by personal or courier service delivery, the same shall be deemed effective the next business day following delivery.

f. No other form or manner of notice, including by e-mail, shall be deemed effective unless the recipient acknowledges receipt of such notice and, in such case, the notice will be deemed effective as of the next business day.

g. Notices shall be given as follows:

Notice to City:
City of Urbana
Information Technology Director
400 S. Vine Street
Urbana, IL 61801

Notice to Sheriff's Office:
Champaign County Sheriff's Office
Chief Deputy
204 E. Main Street
Urbana, IL 61801

E-mail: sfhess@urbanainllinois.us

E-mail: sbarrett@co.champaign.il.us

4. Termination: Either Party may terminate this MOU by giving written notice to the other Party and this MOU shall be terminated ninety (90) days from the date the date appearing in the notice of termination. Within thirty (30) days of the termination date of this Agreement, Urbana shall tender to the Sheriff's Office a final invoice for work performed pursuant to this MOU and the Sheriff's Office shall pay such invoice within thirty (30) days of receipt thereof.

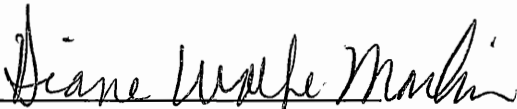
5. Governing Law: The laws of the State of Illinois shall govern the construction and interpretation of this Agreement and its breach. Any action to construe, interpret or for breach of this MOU shall be initiated and maintained in Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois or the United States District Court for the Central District of Illinois.


6. Representation and Warranty: The Parties represent and warrant that the individual executing this MOU on behalf of the respective Party has the lawful authority to do so.

[END OF MEMORANDUM OF UNDERSTANDING.]

For the City of Urbana, Illinois:

For Champaign County Sheriff's Office:


Diane Wolfe Marlin, Mayor


Dustin Heuerman, Sheriff

Date: 28 Jan 2020

Date: 02/04/2020

Attest:

