

8/5/24

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
- d. 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.

(l) "Read-Only 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. For purposes of this Agreement the Champaign County State's Attorney's Office is considered a "Read-Only" Agency, however, it is understood that certain staff from that office may also enter case disposition information and notes into the Tyler RMS database. Agencies with this designation do not have board representation and are not a Party to the Agreement.

(m) “User Agency” means a law enforcement or public safety agency granted limited rights to access and input “RMS Data” and use the “RMS System in similar fashion as the Parties” in accordance with the provisions of this Agreement. Agencies with this designation do not have board representation and are not a Party to the 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;
 - (2) 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 use and access to RMS System and Data; (ii) the extent of a User Agency's rights to access and use the RMS System and Data; and (iii) the annual fees to be paid by the User Agency based on the RMS funding formula.
- (8) By the unanimous vote of the Administrative Representatives, approve i) a Read-Only Agency's access to RMS Data; and (ii) the extent of a Read-Only Agency's right to access RMS Data.

(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.

Section 4. Lead Agency Designated. 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.

Section 5. Lead Agency Duties. 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) User Agency Use. The User Agencies shall be entitled to have access to input their agency information into RMS and use RMS Data on an as-needed or limited basis. No User Agency 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 or User's access to the RMS and use of RMS Data.

(d) 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 Read-Only Agency.** By the unanimous vote of the Administrative Representatives, approve: (1) a Read-Only Agency's access to RMS Data; and (2) the extent of a Read-Only Agency's respective rights to access RMS Data.

(f) **Data Policies.** 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, User Agencies and Read-Only 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, User Agencies and Read-Only Agencies.
- (2) All information or data entered into the RMS by a Party or User Agency shall remain the personal property of that Party or User Agency and each such Party or User Agency shall retain all ownership rights, title and interest in such information or data. No person other than a Party or User Agency shall have the authority to enter data into or remove data from the RMS. A Party or User Agency cannot remove or alter the information inputted by another Party or User Agency without that other Party's or User Agency's consent.
- (3) In the event that the Lead Agency receives a Freedom of Information Act ("FOIA") request for information or data which a Party, User Agency, or Read Only Agency 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.

Section 8. Notice. 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 and User Agency 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. Termination by a User Agency.

(a) A User Agency may terminate its participation in this Agreement by giving written notice to the Board. Such notice shall be at least six (6) months before the desired termination date.

(b) If a User Agency to this Agreement is in default of its payment obligations, the Policy Board may so declare and terminate RMS services to that User Agency twenty-eight (28) calendar days after the date of mailing of notice of default and termination of services to the defaulting user agency, unless the defaulting user agency 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 User Agency shall continue to be responsible to pay any User fees for the time period prior to termination. If the defaulting User Agency, within the twelve (12) month period, pays all amounts due, RMS services to the Party shall be reinstated.

Section 14. 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.

Section 15. Rights of Terminating User Agency to RMS Capital Assets
User Agencies are not Parties to this Agreement, have contributed no Capital Investment into RMS and therefore have no financial interest in any equipment for RPS operations either while participating in RMS or upon termination of participation.

Section 16. Termination or Expiration. 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 17. 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 18. 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.

Section 19. Limitations of Personnel. 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.

Section 20. Duty of Each Party, User Agency and Read Only Agency. Each Party, User Agency and Read Only Agency shall utilize RMS only in accordance with RMS policies.

Section 21. 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 22. 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 and use of the RMS System and Data; (2) the extent of a User Agency's rights to access and input RMS Data; and (3) 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.

CITY OF CHAMPAIGN

BY: *Courtney Grant*

City Manager

DATE: 9/4/2024

ATTEST: *Shaunna Myers*

City Clerk

APPROVED AS TO FORM:

Lindsay H. Lepp
Assistant City Attorney

CITY OF URBANA

BY: DocuSigned by:
Diane Wolfe Marlin
0FB8B8E5B1B94C5...

DATE: 9/3/2024 | 4:40:14 PM CDT

ATTEST: DocuSigned by:
Darcy C. Sandifer
FF1B402C2BC6488...
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Matthew Roeschley
FCBCEFE5C70C40B...
City Attorney

CHAMPAIGN COUNTY

BY: 
County Executive

BY: 
Sheriff

DATE: August 23, 2024

DATE: 19/03/24

ATTEST: 
County Clerk

ATTEST: 
County Clerk

APPROVED AS TO FORM:


Attorney

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS

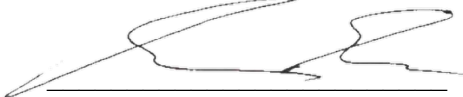
BY: _____
Paul N Ellinger, Comptroller

DATE: September 9, 2024

ATTEST: by Bradley w Henson, Dir of Purchasing

N/A

APPROVED AS TO FORM:



Attorney

VILLAGE OF RANTOUL

BY: Charles Smith
Mayor

DATE: Aug. 26, 2024

ATTEST: Janet E. Gray
Village Clerk



APPROVED AS TO FORM FOR VILLAGE

BY: Delle
Village Attorney

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.

ELECTRONIC CITATION INTERGOVERNMENTAL AGREEMENT

This Agreement (the “Agreement”) is made and entered into on the date last executed by and between the Public Safety Records Management System Policy Board (“The Board”), the City of Champaign (“Champaign”), the County of Champaign (“County”) and the Champaign County Circuit Clerk’s Office (“Circuit Clerk”) pursuant to Article 7, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), hereinafter individually referred to as a “Party” and collectively referred to as the “Parties”.

RECITALS:

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 here to enter into agreements among themselves and provide authority for intergovernmental cooperation; and,

WHEREAS, the Parties find it to be in the best interest of Public Safety Records Management System Board (“The Board”), Public Safety Records Management System (“PSRMS”), the City of Champaign (“Champaign”), the County of Champaign (“County”) and the Champaign County Circuit Clerk’s Office (“Circuit Clerk”) to develop and operate a coordinated countywide electronic citation system; and,

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

WHEREAS, the Parties desire to operate such a system in the most cost-effective and efficient manner; and,

WHEREAS, the mission of such an agreement is to develop, provide, and operate a coordinated countywide electronic citation system for the purpose of providing that system at a reasonable cost in the best interest of all the constituents and citizens of the respective entities; and,

WHEREAS, it is necessary to provide for operations and joint funding of a coordinated countywide electronic citation system; and,

WHEREAS, the Parties desire that the system be operated and managed with clear lines of authority for implementing policies to achieve the mission and goals of a coordinated countywide electronic citation system as set forth and as articulated from time to time by the Parties; and,

WHEREAS, 705 ILCS 135/10-5 provides that the Circuit Court Clerk (Circuit Clerk) shall be the custodian, ex officio, of the Circuit Court Clerk Electronic Citation Fund, which shall be used to perform the duties required by that office for established and maintaining electronic citations;

NOW, THEREFORE, the Parties agree as follows:

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to create a structure and process for managing, administering, and maintaining the eCitation software, accompanying licenses and Hardware (collectively referred to as the “eCitation system” or “eCitation”).

Term of Agreement. This Agreement is effective from the date executed and will remain in effect for the duration of the vendor contract period or five (5) years, whichever is greater. This Agreement shall be automatically extended for additional one (1) year periods, unless notice of termination is received at least sixty (60) days in advance of the renewal date. The Board, Circuit Clerk, County or Champaign may terminate this Agreement upon sixty (60) days written notice to the other parties. No party is obligated by this Agreement to execute any contract resulting from cooperative efforts unless said contract is approved pursuant to each party’s contract approval process.

II. DEFINITIONS

- A. “End User License Agreement” (“EULA”) is the agreement between the Board and the Circuit Clerk and the eCitation vendor outlining the requirements and responsibilities of all parties.
- B. “Fiscal Year” (“FY”) is the twelve-month period beginning on July 1 and ending on June 30.
- C. “Forms” are the mechanisms or tools used in eCitation to memorialize and manage information. Citation and Biographical information are transmitted, displayed, and documented in Forms.
- D. “Hardware” is the per squad car items that are required to effectuate the use of eCitation: Rugged Printer, Printer Docking Station, USB Cable, Power Cable and Thermal Printer Paper and any necessary associated equipment.
- E. “Lead Agency” shall mean and include the Party designated by the PSRMS agreement as having overall responsibility for RMS operations in accordance with the PSRMS Agreement, to include the eCitation project covered within this agreement.
- F. “License Holder” or “Licensee” is the Board, Champaign, and the Circuit Clerk required to coordinate maintenance of the eCitation License with the software vendor as outlined in the EULA and Paragraph VII, Maintenance and Sustainment, of this Agreement.
- G. “Member Agencies” are all agencies represented on the PSRMS Board as modified to add the Circuit Clerk.

- H. “Public Safety Records Management System” (“PSRMS”) is the lead agency staff with direct responsibilities to RMS and eCitation.
- I. “Public Safety Records Management System Policy Board” (“Board”) is the governance body for management, administration, and maintenance of the local law enforcement records and consists of representatives of Champaign and each Member Agency, including the Circuit Clerk.
- J. “System Administrator” is an individual identified by a Member Agency or a User Agency who is responsible for eCitation system oversight within their organization, implementation, integration, maintenance, and custom interfaces as self-funded and previously approved by the RMS Director and serves as the primary point of contact with the System Manager.
- K. “System Director” is the individual who is the RMS Director. “RMS Director” is the 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. Those same responsibilities extend to the eCitation project. Employee oversight is limited to those under the Director’s normal span of control.
- L. “System Manager” is an individual identified by the RMS Director who is responsible for eCitation system oversight, design, development, programming, implementation, integration, and maintenance and serves as the primary point of contact between the Member Agencies, User Agencies and the vendor. The System Manager has full rights to access and modify any components of the eCitation system for which the vendor has allowed modification; this does not extend to any components internal to the Circuit Clerk’s Office.
- M. “User Agencies” are all of the non-voting agencies that utilize the eCitation through this Agreement which agree to the terms and conditions for participation established by PSRMS.

III. AGREEMENT

- A. The Board, Champaign and the Circuit Clerk hereby agree to enter into a contract to purchase and/or subscribe to the eCitation system from Tyler Technologies establishing a coordinated countywide electronic citation system that all local agencies can utilize through their participation in PSRMS.
- B. The purchase will be funded by using the balance of the ARMS fund transferred to the PSRMS budget and transferring the remainder needed to fulfill the financial terms of the purchase/subscription contract, hardware and installation costs through the eCitation vendor from the Circuit Court Clerk Electronic Citation Fund.

- C. The Parties agree that all funds provided from the Circuit Court Clerk Electronic Citation Fund shall only be used for the statutory purpose(s) of said Fund (as set forth at 705 ILCS 135/10-5(d)(9) or as may otherwise be authorized by law), namely to, through intergovernmental cooperation, perform the duties required by the office of the Circuit Clerk for establishing and maintain electronic citations, where ‘electronic citations’ is defined in Criminal and Traffic Assessment Act at 705 ILCS 135/1-5 as “the process of transmitting traffic, misdemeanor, ordinance, conservation, or other citations and law enforcement data via electronic means to a circuit court clerk”.
- D. The Circuit Clerk will make a contribution of \$250,000, representing the Circuit Clerk’s contribution for the first five (5) years not including annual transfers as contemplated by Section II E of this Agreement, from the Circuit Court Clerk Electronic Citation Fund for purchase and implementation of eCitation through Tyler Technologies, including licensing, software, subscription fees, support, maintenance, and equipment. The Circuit Clerk will make a second contribution of \$100,000 from the Circuit Court Clerk Electronic Citation Fund, no later than three years after execution of this Agreement, for the same stated purposes. The Lead Agency will expend funds in accordance with the approved PSRMS budget and the policies and procedures of the Lead Agency.
- E. The Circuit Clerk will notify the Board by the February meeting of the Board what the previous year’s E-Citation fund balance is and transfer funds to PSRMS accounts by July 15, in an amount each year determined by the deliberations of the Parties. Deliberations of the Parties in this regard shall consider, but not be limited to implementation costs and overruns, capital replacement plan, additional costs, and fund balance contingency amount as required by the PSRMS policy.
- F. The Board agrees that the eCitation software will be initially maintained as a vendor-hosted program residing on vendor provided and maintained servers accessible to PSRMS, the Circuit Clerk, Member Agencies, and User Agencies.
- G. In addition, the Parties agree to:
1. Purchase eCitation through Tyler Technologies and utilize it as their primary citation software.
 2. The Board is the governance body to oversee the eCitation program and shall share in the costs of initial purchase and/or subscription, set up, maintenance and license of eCitation for the initial 5 year period; and, as determined by the deliberations of the Parties as articulated in this Agreement, provided that both Illinois Statute provides for the collection of those fees and there exists an eCitation program supported by a vendor contract.
 3. Develop a funding formula for all Member Agencies and User Agencies to be put in place for such time the Circuit Court Clerk Electronic Citation Fund ceases to exist, or the Fund Balance is insufficient to cover costs.

4. Develop and operate the system in accordance with EULA.

IV. ORGANIZATION AND GOVERNANCE

- A. Management, administration, and maintenance of the eCitation License are the direct responsibility of the RMS Director, as outlined in the PSRMS agreement. The RMS Director (“System Director”) will coordinate with the Member Agencies and User Agencies through the Board. The Board is comprised of representatives from all Member Agencies, both an administrative representative and a public safety representative.
 1. Decision-making: The Board will serve as the governing body, and all policy and financial decisions regarding the eCitation system will be made by the Board in accordance with the Lead Agency’s policies; except that the Circuit Clerk shall retain all authority and lawful control over the Circuit Clerk’s internal operations, and the Circuit Clerk shall make all decisions regarding implementation, operations, and maintenance of the eCitation system operating within the Circuit Clerk’s Office and eCitation data once said data has been transmitted to the Circuit Clerk’s Office.

V. MANAGEMENT AND OPERATIONS

- A. As outlined in the PSRMS agreement, the Lead Agency shall be responsible for the overall operation of the RMS and its affairs in accordance with that agreement. Those responsibilities extend to the eCitation agreement with the exception of the overall responsibility for persons not employed by the Lead Agency. The Lead Agency, as the License Holder, will work through the System Manager to coordinate eCitation system configuration and support with the vendor.

VI. MAINTENANCE AND SUSTAINMENT

- A. Maintenance:
 1. The System Director, will:
 - a. Work with the vendor to negotiate the terms and conditions of the eCitation contract, including the software and hardware purchase/subscription, annual maintenance and support; and
 - b. Ensure vendor compliance with contract requirements.
 2. The Circuit Clerk and all Member and User Agencies will report any problems with eCitation software to PSRMS. PSRMS will work directly with vendor support to resolve identified issues.

3. User Agencies can customize vendor provided agency settings. User Agencies may customize additional interfaces at their own cost, and they must obtain the prior approval of the System Director.
4. Annual maintenance on the JANO interface with eCitation will be covered by the Circuit Clerk and/or County, subject to Board approval as needed under Lead Agency Purchasing Policy.
5. Should the Circuit Clerk and/or County change case management system software (“JANO”) vendors, the costs of developing and implementing integration between eCitation and the case management software will be funded by the Circuit Clerk and/or County.

B. Funding:

1. The Board and Circuit Clerk will utilize the balance of the ARMS fund and the contribution from the Circuit Court Clerk Electronic Citation Fund to make the initial purchase and/or subscription of software, hardware and license for set up and installation.
2. As of the effective date of this Agreement, the Circuit Clerk will no longer disburse funds from the Circuit Court Clerk Electronic Citation Fund other than as contemplated by this Agreement.
3. The Board and the Circuit Clerk will fund the first five (5) years of eCitation utilizing the ARMS Fund and Circuit Court Clerk Electronic Citation Fund.
4. After the initial five (5) year term of the agreement, the Parties will examine the balance of the PSRMS Budget and determine how much longer the Fund Balance will sustain payment of the subscription, licensing, software, hardware, and maintenance needs of the Member Agencies, User Agencies, and the Circuit Clerk.
5. The Board will adopt a funding formula allocating the annual eCitation subscription, license hosting, and maintenance fees that all Member and User Agencies will contribute to if needed.
 - a. The funding formula will be the same formula used to fund RMS as approved annually by the Board.
 - b. The cost share for new User Agencies will be determined by the Board and will be based on authorized strength of sworn officers.
6. The funding obligations will be calculated annually during the Lead Agency budget preparation process to all the Lead Agency and all Member and User Agencies to incorporate their contributions in their agency budgets.

7. The Lead Agency as the License Holder, will:
 - a. Pay all software, hardware, and maintenance and hosting costs approved by the Board.
 - b. Bill the Member and User Agencies for annual hosting and maintenance costs according to the schedule adopted by the Board.
 - c. Anticipate, budget for, and purchase additional hardware, thermal paper, and software licenses as necessary.

VII. AUDITING

- A. As required by the Criminal and Traffic Assessment Act at 705 ILCS 135/10-5(d)(9), the Circuit Court Clerk Electronic Citation Fund shall be audited by the County's auditor, at the County's expense.
- B. The Lead Agency agrees to submit the PSRMS annual audit report(s) and letter(s) of findings, to the extent reasonably related to this Agreement and the eCitation system, to the Circuit Clerk and the County, as produced each fiscal year throughout the duration of this Agreement, along with such additional reports or information as reasonably requested by the Parties or their auditor(s). Such submission of reports and information shall be on at least an annual basis once said information is available, with review of such material scheduled as mutually convenient to the Parties given the timing of the Parties' respective fiscal years, budget periods, auditing cycles, and regular meeting schedules.
- C. The Circuit Clerk agrees to submit the Circuit Clerk's annual audit report(s) and letter(s) of findings, to the extent reasonably related to this Agreement and the eCitation system, to the Board, as produced each fiscal year throughout the duration of this Agreement, along with such additional reports or information as reasonably requested by the Parties or their auditor(s). Such submission of reports and information shall be on at least an annual basis once said information is available, with review of such material scheduled as mutually convenient to the Parties given the timing of the Parties' respective fiscal year, budget periods, auditing cycles, and regular meeting schedules.

VIII. EFFECTIVE DATE, DURATION, TERMINATION, AND WITHDRAWAL

- A. Effective Date: This Agreement becomes effective upon execution by all parties.
- B. Termination:
 1. This Agreement will remain in effect until it is superseded or until the Board agrees to terminate its terms.

2. This Agreement will also be terminated if, at any time, the Lead Agency or the vendor cancels the subscription, annual maintenance, and support contract or EULA.
 3. If this Agreement is terminated, the Fund Balance will be reviewed to determine what if any ARMS funds remain, and minus ARMS funds the remainder of the fund shall be returned to the Circuit Clerk's eCitation Fund.
- C. Withdrawal: A User Agency may withdraw from this Agreement by providing written notice of its intent to withdraw to the Board and all other User Agencies no less than 180 days before the intended withdrawal date. If the intended withdrawal date is not the end of the fiscal year (i.e., June 30), the remaining funding obligation of the withdrawing agency will be determined by the Board at the time notice is provided.

IX. AMENDMENTS

- A. Proposed amendments to this Agreement shall be approved by a unanimous vote of the Board and must be subsequently approved by the governing bodies.
- B. Unless otherwise stated in the amending language, amendments to this Agreement will go into effect upon their authorization by the governing bodies.

X. ADDITIONAL USER AGENCIES

- A. Any public service agency not a party to this Agreement at the time it becomes effective, may become a User Agency by first obtaining approval from the Board and then securing approval of the terms in this Agreement and any accompanying amendments from its governing body.
- B. The funding contribution of any new User Agency will be determined by the PSRMS funding formula consistent with its approval of the new User Agency participation.

XI. MERGER

This Agreement contains the entire agreement between the Board, Champaign, the Circuit Clerk, and the County on this matter. It supersedes all prior written or oral discussions or agreement concerning the rights and responsibilities of the Parties on this matter.

XII. DISPUTES

Any dispute as to the interpretation of this Agreement between the Parties will be resolved by the Board.

XIII. SEVERABILITY

The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part shall not affect the remainder of the Agreement.

XIV. INTERPRETATION

- A. This Agreement shall not be interpreted such as to relieve any Party from their duties or obligations under Illinois statute, administrative rule, municipal ordinance, Illinois Supreme Court Rule, local court rules, judicial branch policies and standards as adopted by the Illinois Supreme Court or other court of competent jurisdiction, or as otherwise provided for by law.
- B. Each Party agrees that it has had an opportunity to have this Agreement reviewed by its legal counsel and further agrees that the terms and conditions of this Agreement shall not be construed for or against any party by reason of authorship or alleged authorship of any provision. The section headings contained in this Agreement are for ease of reference only and shall not be used in construing or interpreting this Agreement.

DATE: 9/4/2024

CITY OF CHAMPAIGN

BY: *Dorothy Ann David*
Dorothy Ann David
City Manager

ATTEST: *Shannon Myers*
City Clerk

APPROVED AS TO FORM:

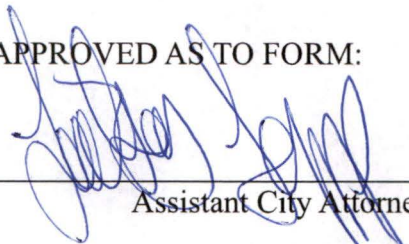
Lindsey U. Lepp
Assistant City Attorney

DATE: September 5, 2024

PUBLIC SAFETY RECORDS MANAGEMENT SYSTEM POLICY BOARD

BY:  _____
PSRMS Chair

ATTEST: Kristin Wright

APPROVED AS TO FORM:


Assistant City Attorney

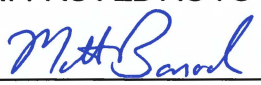
DATED: August 23, 2024

CHAMPAIGN COUNTY

BY: 
County Executive

ATTEST: 
County Clerk

APPROVED AS TO FORM:


Attorney

DATE: 9/6/28

CHAMPAIGN COUNTY CIRCUIT CLERK

BY: Dawn W. Morris

ATTEST: Dawn Morris

APPROVED AS TO FORM:

Math Canal
Attorney

AMENDMENT OF PUBLIC SAFETY RECORDS MANAGEMENT SYSTEM INTERGOVERNMENTAL AGREEMENT

THESE AMENDMENTS are entered into pursuant to Section 19 of an intergovernmental agreement for Public Safety Records Management System (“PSRMS”) entered [fill in date] between the City of Champaign (“Champaign”), City of Urbana (“Urbana”), Champaign County (“County”), the Board of Trustees of the University of Illinois (“University”), and the Village of Rantoul (“Rantoul”).

TO WIT:

1. **Section 2 (d)(3)** of the aforementioned agreement is hereby amended to read the County Executive shall designate the elected Clerk of the Circuit Court of Champaign County (Circuit Clerk) as the Administrative Representative of Champaign County on the PSRMS Policy Board, that voting seat shall be held by the Circuit Clerk until such time as the Circuit Court Clerk Electronic Citation Fund is no longer the primary funding source of eCitation. If and when the Circuit Court Clerk Electronic Citation Fund is no longer the primary funding source the authority to designate the voting seat shall revert to the County Executive and the Circuit Clerk will transition to a non-voting seat on the PSRMS Policy Board. If the eCitation software ceases to be a component within PSRMS the Board shall revert back to the original composition.

2. **Section 22** of the aforementioned agreement is hereby amended to add **Section 22 (b)** which provides that, by unanimous vote of the Administrative Representatives additional User Agencies can be added to the Board as non-voting members for participation in the Public Safety Records Management System, including the eCitation initiative. In order to be added as a non-voting User Agency, the new agency must enter into an agreement to abide by the aforementioned intergovernmental agreement and by-laws of the Board. User Agencies will have access to the RMS software as is and will not customize global software settings or workflow settings. User Agencies can customize vendor provided agency settings. User Agencies may customize additional interfaces at their own cost and they must obtain the prior approval of the PSRMS Director. User Agencies will receive updates/upgrades and any additional software functionality on the same schedule as Member Agencies. User Agencies

would be responsible for the costs associated with data conversion from their existing Records Management Systems.

3. All other terms and conditions of the agreement shall remain in full force and effect.

IN WITNESS HEREOF, the authorized officers of the respective parties have hereunto set their hands on _____ 9/4/2024

CITY OF CHAMPAIGN

BY: *Dorothy Ann David*
Dorothy Ann David
City Manager

ATTEST: *Shannon Myers*
Shannon Myers
City Clerk

APPROVED AS TO FORM:

Lindsey H. Lepp
Lindsey H. Lepp
Assistant City Attorney

CITY OF URBANA

BY: *Deane Wolfe Mark*
MAYOR

DATE: 09/03/2024

ATTEST: *Jay E. [Signature]*
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Matthew Roeschley
City Attorney

CHAMPAIGN COUNTY

BY: [Signature]
County Executive

BY: [Signature]
Sheriff

DATE: August 23, 2024

DATE: 19/03/24

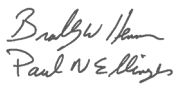
ATTEST: [Signature]
County Clerk

ATTEST: [Signature]
County Clerk

APPROVED AS TO FORM:

[Signature]
Attorney


THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS

BY: 
Paul N Ellinger, Comptroller

DATE: September 4, 2024

ATTEST: by Bradley W Henson, Dir of Purchasing
N/A

APPROVED AS TO FORM:


Attorney

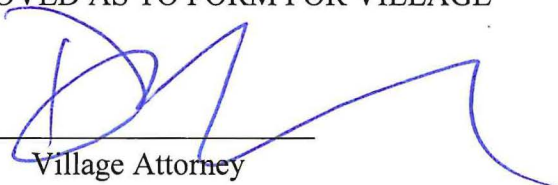
VILLAGE OF RANTOUL

BY: Charles Smith
Mayor

DATE: 9/3/2024

ATTEST: Janet E. Dray
Village Clerk

APPROVED AS TO FORM FOR VILLAGE

BY: 
Village Attorney