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P. Hrngs. \_\_\_\_\_  
Pgs. 12  
Filed: 07-19-16

Sponsored by: Fulnecky

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO. 2016- 183

SPECIAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with the  
2 Board of Governors of Missouri State University for the purpose of  
3 continuing to provide enhanced law enforcement services within and  
4 around the Missouri State University campus.  
5 \_\_\_\_\_  
6

7 WHEREAS, the City and Missouri State University (MSU) wish to continue  
8 working together to provide a safe community in and around the MSU campus by  
9 renewing the contract for the police substation on MSU campus.

10  
11 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF  
12 SPRINGFIELD, MISSOURI, as follows, that:

13  
14 Section 1 – The City Manager, or his designee, is hereby authorized to enter into  
15 an agreement with the Board of Governors of MSU for the purpose of continuing to  
16 provide enhanced law enforcement services, said agreement to be substantially in the  
17 form and content as that document attached hereto and incorporated herein by  
18 reference as “Attachment 1.”

19  
20 Section 2 – This ordinance shall be in full force and effect from and after  
21 passage.

22  
23 Passed at meeting: \_\_\_\_\_

24  
25 \_\_\_\_\_  
26 Mayor

27  
28 Attest: \_\_\_\_\_, City Clerk

29  
30 Filed as Ordinance: \_\_\_\_\_  
31  
32  
33

34 Approved as to form: Franklin Don Basin II, City Attorney

35

36

37 Approved for Council action: [Signature], City Manager

**EXPLANATION TO COUNCIL BILL NO: 2016-183**

FILED: 07-19-16

ORIGINATING DEPARTMENT: Police

**PURPOSE:** To authorize the City Manager, or his designee, to enter into an agreement with the Board of Governors of Missouri State University (MSU) for the purpose of continuing to provide enhanced law enforcement services within and around the MSU campus.

**BACKGROUND INFORMATION:** The need exists to staff a police substation on the campus of MSU on a continuous basis to promote public safety and prevent crime, as well as to foster the coordination of services to enhance the quality of life in and around the expanding MSU campus. The Springfield Police Department (SPD) and MSU have worked together for over 20 years in this unique partnership.

Additionally, amendments to Section 173.2050 RSMo require the governing board of each public institution of higher education to engage in discussions with law enforcement agencies with jurisdiction over the premises of the institution, to develop and enter into a memorandum of understanding concerning the policies and protocols regarding sexual assault, domestic violence, dating violence, and stalking involving a student that comport with the best practices and current professional practices. To comply with this state law amendment that is anticipated to be effective August 28, 2016, the parties agreed to modify the existing agreement by adding "Exhibit D of Attachment 1.

**REMARKS:**

This agreement provides an opportunity for the SPD to continue its efforts with MSU to work together to provide a safe community in and around the university campus. During the term of this contract, through June 30, 2017, the total amount received from MSU is not anticipated to exceed Seven Hundred Nineteen Thousand, Nine hundred Twenty-Five Dollars and 46/100 (\$719,925.46).

Submitted by:

  
\_\_\_\_\_  
Paul Williams, Chief of Police

  
\_\_\_\_\_  
Greg Burris, City Manager

**Attachment 1**

<b>ROUTING</b>	(1) ORIGINATING DEPARTMENT	(2) MISSOURI STATE UNIVERSITY	(3) FINANCE DEPARTMENT
<b>ORDER</b>	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
<b>EFFECTIVE DATE</b> JULY 1, 2016	<b>TERMINATION DATE</b> JUNE 30, 2017	<b>CONTRACT NUMBER:</b>	
( ) NEW CONTRACT		( X ) RENEWAL OF CONTRACT No. <span style="float: right;">20</span>	
<b>CITY</b>		<b>BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY</b>	
<b>CITY OF SPRINGFIELD</b> <b>840 BOONVILLE, PO Box 8368</b> <b>SPRINGFIELD, MO 65802</b> <b>PHONE (417) 836-7612 FAX (417) 836-4663</b> <b>ATTN: SGT. TONY VIENAGE</b> <b>DEPT: MISSOURI STATE UNIV. POLICE SUBSTATION</b>		<b>BOARD OF GOVERNORS</b> <b>MISSOURI STATE UNIVERSITY</b> <b>901 SOUTH NATIONAL</b> <b>SPRINGFIELD, MO 65897</b> <b>PHONE (417) 836-4590 FAX (417) 836-7669</b> <b>ATTN: PRESIDENT</b>	

**INTERGOVERNMENTAL AGREEMENT REGARDING  
LAW ENFORCEMENT SERVICES**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by the parties identified above.

**WHEREAS**, the City of Springfield, Missouri ("City"), a municipal corporation organized and operating under the Constitution and Laws of the State of Missouri and the Springfield City Charter, and the Board of Governors ("Board") of Missouri State University, a university organized and operating under the Constitution and Laws of the State of Missouri, are mutually desirous of revising, renewing, and extending the period of the preexisting intergovernmental agreement for providing police services within and around the immediate campus area of Missouri State University ("MSU"); and

**WHEREAS**, the City and the Board are resolved that an agreement providing for enhanced law enforcement services within and around the campus of Missouri State University will be of mutual benefit to the parties to this agreement.

**NOW, THEREFORE**, IN CONSIDERATION OF THE TERMS AND CONDITIONS HEREIN STATED, THE CITY AND THE BOARD HEREBY ENTER INTO THE FOLLOWING AGREEMENT REGARDING LAW ENFORCEMENT SERVICES TO BE PROVIDED WITHIN AND AROUND THE CAMPUS OF MISSOURI STATE UNIVERSITY:

**A. STAFFING OF THE POLICE SUBSTATION**

1. The Board agrees to provide, at its expense, a facility deemed suitable by the City for a police substation, to be located on the MSU campus as defined in Section B.1. of this agreement.

2. The City agrees to staff the police substation located on the MSU campus as promised herein. The Springfield Police Department expressly reserves and retains the right to direct and supervise all police personnel assigned to the police substation at all times this agreement is in effect. If requested, the Board agrees to provide approximately 60 hours per week of clerical assistance for the substation operation. The City will provide personnel and equipment for the purpose of staffing the police substation in accordance with the following schedule:

a. The City agrees to staff the MSU substation with ten (10) full-time police officers, unless officers are reassigned pursuant to Paragraph 5 below. The minimum staffing of the MSU substation shall not fall below eight (8) full-time police officers. Those ten (10) police officers shall consist of: eight (8) police officers, one (1) police sergeant, and one (1) police corporal. In the event that the staffing is reduced to eight (8) full-time police officers, the officers shall consist of: seven (7) police officers, one (1) police sergeant or acting sergeant. It is the intention of the City to provide 24-hour a day police services to the campus community.

b. The division of costs for the ten (10) police officers provided to MSU under the terms of this agreement shall be that MSU fund 80% and the City fund 20% of the combined total of the salaries of the ten full-time officers assigned

to the substation. The term "salaries" as used in this paragraph shall include: the officers' base salary and benefits. Should the parties agree in writing to increase the staffing of the substation to more than ten (10) officers, MSU shall be responsible for the entire salary of any additional officer assigned to the substation. If the staffing shall fall below ten (10) police officers pursuant to Paragraph 5 below for a period in excess of fourteen (14) days, MSU shall only be responsible for 80% of the total salaries of the remaining officers. (See Exhibit B attached hereto and incorporated herein by reference.)

c. Officers of the MSU substation who participate in special safety and enforcement projects agreed to between MSU safety and security staff and the Police MSU Substation Supervisor within and around the campus of MSU will be compensated at the guaranteed rate of time and one-half (money or compensatory time) for the actual time during which the officer is engaged in the performance of the special project. The cost of such compensation shall be reimbursed by the Board. Assignment of officers to such MSU special safety or enforcement projects is at the discretion of the Police MSU Substation Supervisor.

d. FISCAL YEARS SUBSEQUENT TO FY 13-14

(1) The parties may reassess the staffing needs for the police substation on an annual basis, or more frequently if either party deems it necessary to do so.

(2) The parties agree that the staffing levels designated in paragraph A.2.a will be continued for so long as this agreement is in effect, provided the staffing levels are not adjusted or revised in accordance with the terms and conditions of this agreement.

B. LAW ENFORCEMENT SERVICES TO BE PROVIDED BY THE CITY

1. The parties agree and understand that the primary purpose of the police substation is to bring the police and the campus community together in a unified effort to: (1) enhance public safety, (2) prevent crime, and (3) to make this, as a neighborhood, a better place to live. The parties therefore commit to exercise their best efforts to cooperate and communicate regarding matters of obvious concern. Recognizing the University may have helpful information, both parties are committed to open communication and, as appropriate, exchange of information. Nothing in this paragraph should be construed to require the divulgence of confidential or privileged information. The objective will be to create positive interaction and to establish a partnership between police and the campus community as defined in this section in the process of problem identification and problem resolution. MSU authorizes City of Springfield to enforce City of Springfield ordinances as well as state law on the campus.

a. The MSU campus is identified and delineated in the map, Exhibit A, attached and incorporated herein by reference. The MSU main campus is generally described as that area bounded by National Avenue on the east; Loren Street on the south; Kimbrough Street on the west; and Walnut Street on the north (including Kentwood Hall properties between Walnut and St. Louis). In addition, it is agreed that SPD officers assigned to the MSU Police Substation will routinely patrol and provide police services to all other satellite facilities owned or leased by MSU within two miles of the boundaries of the campus area as herein defined.

b. In addition to the defined area just described, the term "in and around the MSU campus area" shall include the perimeter streets, and shall also include all recognized Greek fraternity and sorority houses, without regard to their location, whether inside or outside the defined area.

2. Springfield police officers assigned to the police substation will work flexible shifts in accordance with the calls for service and crime-problem identification demands, based upon a 40 hour work week for each officer assigned.

3. The Springfield Police Department will assign an extra officer to the substation when requested, on designated Friday and Saturday nights, such as at the beginning and end of the school year, as determined by the substation supervisor.

4. Springfield police officers assigned to the police substation will provide a visible police presence to the MSU campus area.

5. The parties expressly agree and stipulate that, notwithstanding any other provision of this agreement to the contrary, the Springfield Police Department reserves and retains the right to temporarily reassign police officers assigned

to the police substation to other duties in the following situations:

a. Emergency situations. In cases of emergency, or extraordinary needs for service in other locations the Springfield Police Department reserves and retains the right to utilize those officers assigned to the MSU substation as needed, for the duration of the emergency.

b. Temporary reassignment. Temporary reassignment shall mean reassignment of any of the ten (10) police officer positions to another location other than the MSU substation on a full-time basis. In the event of reassignment, the City expressly agrees to restore the staffing of the police substation to the levels set out in Section A of this agreement as soon as possible in light of existing circumstances.

6. The parties agree and understand that police officers assigned to the police substation will on occasion be absent from their duties as a result of illness, vacation leave, personal leave, funeral leave, compensatory time, training time, court appearances, military leave, and other similar causes of absence. In such cases the existing workload will be assumed by other members of the police substation staff. In the event an absence of any officer assigned to the police substation exceeds fourteen (14) days, the City will review the staffing needs of the police substation and will assign such additional personnel as may be necessary to the effective functioning of the unit depending upon availability of personnel.

7. The parties agree and understand that assignment to the MSU Substation will not penalize assigned employees and will not in any way threaten employment rights, promotional opportunities, training opportunities, or fringe benefits.

8. The Chief of the Springfield Police Department and the MSU President, or their designees, shall be responsible for developing all necessary procedures for the coordination of services between the two agencies.

9. The substation will maintain records which are available to the President (or his designee) to include but not limited to:

- a. Substation payroll records.
- b. Time sheet and detailed billing information sufficient for invoice reconciliation.
- c. Work schedule of substation officers.
- d. Calls For Service data within the designated substation area as defined by this contract.
- e. Appropriate crime statistic information sufficient for Federal CLERY reporting.
- f. Provide information consistent with legal restrictions from police reports.
- g. Equipment purchase orders.
- h. Data by city service center.

#### C. RESPONSIBILITIES OF THE BOARD OF GOVERNORS

1. The Board agrees to provide and maintain a facility deemed suitable by the Springfield Police Department for a police substation, to be located in the MSU campus area as defined in Section B.1. of this agreement. The Board agrees to bear sole responsibility for the cost of operating and maintaining such facility for so long as this agreement is in effect.

2. The Board agrees to pay for services provided by the City in a total amount not to exceed Seven Hundred Nineteen Thousand, Nine Hundred Twenty-Five Dollars and Forty Six Cents (\$719,925.46) based on the cost projections set forth in Exhibit B and C attached hereto and incorporated herein by reference.

3. The Board agrees to pay the cost of the overtime, uniform allowance, equipment depreciation, and training costs of all full-time officers assigned to the substation based on the cost projections set forth in the attached Exhibits B and C, attached hereto and incorporated herein by reference.

4. The City will bill the Board on a monthly basis for law enforcement services provided pursuant to this agreement. The Board shall remit to the city, money owed to the City under the terms of this agreement, on or before thirty (30) days after the date of the invoice, unless there is a dispute regarding the amount of the invoice in which case the parties agree to meet and discuss in good faith the invoice amount.

#### D. OTHER TERMS AND CONDITIONS

1. Conflicts. No salaried officer or employee of the City, and no member of the City Council or the Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void.
2. Liability. The City hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions, including but not limited to all actions of its police officers undertaken on the MSU campus. The Board hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions. Nothing herein shall be construed to waive any sovereign, official or governmental immunity applicable to either party, its board or council members, officers or employees.
3. Notices. All notices required or permitted herein under and required to be in writing may be given by first class mail addressed to the Springfield City Manager, 840 Boonville, Springfield, Missouri 65802, and to the Board of Governors, Missouri State University, 901 South National, Springfield, Missouri 65897. The date of delivery of any notice shall be the date falling on the second full day after the date of its mailing.
4. Jurisdiction. This agreement and every question arising thereunder shall be construed and determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
5. Termination of Agreement. Either party shall have the right to terminate this agreement upon giving written notice of intent to terminate to the other party at least 30 days prior to the date of termination.
6. Failure of Appropriations and Cancellation of Agreement. The parties mutually agree and understand that continuation of this agreement is subject to annual budget appropriations. Should the Springfield City Council or the Board fail to appropriate funds to continue staffing of the police substation, this agreement may be terminated by either party as of the last date upon which appropriated funds are available to either or both parties for continuation of staffing under the agreement.
7. Nondiscrimination. The parties agree not to discriminate on the basis of age, sex, religion, disability, race, national origin, ancestry, veteran status, sexual orientation, gender identity, or color, in employment, accommodation or provision of services in carrying out the terms and provisions of this agreement.
8. Term of the Agreement. Subject to all of the foregoing terms and conditions, the term of this Agreement shall be from July 1, 2016 through June 30, 2017. Thereafter, the parties may annually renew the Agreement for successive periods under such terms and conditions as may be agreed to at that time. Each addendum or renewal of the Agreement shall be in written form, executed by the Springfield City Manager and the President for MSU, on such terms and conditions as may be agreed to by the City Manager and the President for MSU. Should the term of this contract end without a renewal being timely enacted, parties shall continue to follow these contract terms on a month-to-month basis until such time a new contract can be executed or one of the parties terminates the contract pursuant to Paragraph D.5 above.
9. Compliance with all laws. The parties agree to abide and follow all federal, state, and local laws in performing the duties set forth in this contract including, without limitation, Mo. Rev. Stat § 173.2050, which requires the parties to establish and follow certain policies and protocols regarding sexual assault, domestic violence, dating violence, and stalking involving Students and other members of MSU's campus community. Said policies and protocols are shown in Exhibit D, which is attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

**APPROVED AS TO FORM**

**The Board of Governors of Missouri State University**

By: \_\_\_\_\_  
Attorney for Board of Governors

By: \_\_\_\_\_  
President of the University

**APPROVED AS TO FORM**

**The City of Springfield, Missouri**

By: \_\_\_\_\_  
Assistant City Attorney

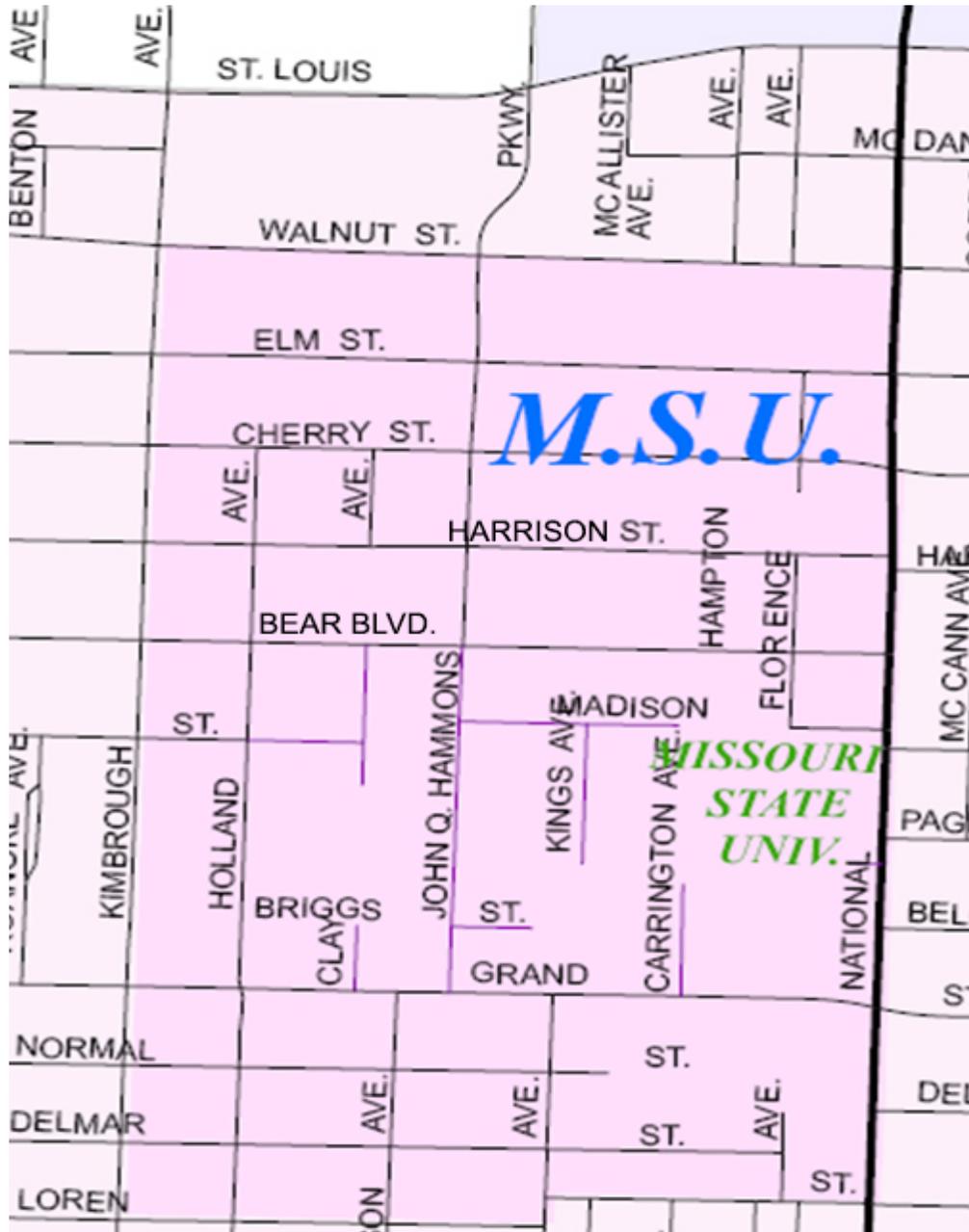
By: \_\_\_\_\_  
City Manager

**CERTIFICATE OF DIRECTOR OF FINANCE**

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

\_\_\_\_\_  
Director of Finance

Exhibit A  
MSU CAMPUS MAP



**Exhibit B**  
**Cost of MSU Substation Account**  
**FY 16-17**

	Totals
SALARIES / BENEFITS*	
Sergeant (1), Corporal (1), and Officers (8)	
MSU Cost – 80% of Total Cost _____	\$625,844.24
OVERTIME _____	41,368.00
<b>Subtotal: _____</b>	<b>\$667,212.24</b>
OVERHEAD:	
UNIFORM ALLOWANCE (10 Officers) _____	\$14,500.00
TRAINING COST _____	\$4,400.00
TRANSPORTATION COST** _____	\$33,813.22
<b>Subtotal: _____</b>	<b>\$52,713.22</b>
<b>Total Contract Amount _____</b>	<b>\$719,925.46</b>

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\* Salary information is calculated at actual officer's salaries and top step for vacant positions and includes longevity pay, education incentive, pension contribution, Medicare, workers' comp, etc.  
Salaries and Benefits above is 80% of \$782,305.30

\*\* (See Exhibit C)

**Exhibit C**  
**MSU Substation Transportation Cost**  
**FY 16-17**

	<b>2009</b>	<b>2011</b>	<b>2013</b>
	Crown Vic	Tahoe	Ford Explorer
Purchase cost w/equipment*	\$37,426.00	\$41,562.00	\$39,274.00
7 Year Depreciation	\$5,346.57	\$5,937.43	\$5,610.57

Annual Depreciation for all three (3) vehicles	\$16,894.57
Fuel Cost **	\$ 6,871.69
Maintenance and Repair Cost **	\$ 3,086.96
<b>Vehicle Subtotal</b>	<b>\$26,853.22</b>

**Bicycles**

**Ten (10) Patrol Bicycles in Fleet**

Purchase Cost	\$2,088.00
3 Year Depreciation	\$ 696.00

Annual Depreciation for ten (10) bicycles	\$6,960.00
Bicycle Subtotal	\$6,960.00

**Total Annual Transportation Cost**

**\$33,813.22**

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\* Cost of the vehicle with standard law enforcement, including mobile data terminal and emergency equipment. All equipment will be maintained in good working order.

\*\*Figure based on actual and averages for FY15 (July 2014-June 2015). Figures from Fleet Administrator.

**Exhibit D**  
**Policies and Protocols Regarding**  
**Sexual Assault, Domestic Violence, Dating Violence, and Stalking**

Consistent with the provisions of Title IX of the Education Amendments of 1972, 20 U.S.C.A. § 1681, *et seq.* (“Title IX”), and the Violence Against Women Act (“VAWA”), MSU will investigate all reports of sexual assault, domestic violence, dating violence and stalking that are brought to MSU’s attention, regardless as to where the conduct is alleged to occur, which involve member(s) of the MSU campus community. (Note: Such reports will be investigated by MSU regardless as to where the conduct is alleged to have occurred, in that MSU is obligated to determine whether the alleged conduct occurred in the context of an educational program or activity, or has continuing effects on the MSU campus or in an off-campus educational program or activity.)

Consistent with the requirements of Title IX and VAWA, and the directives of the Department of Education’s Office for Civil Rights (“OCR”), MSU will honor the wishes of a complainant/victim as to whether to notify the Springfield Police Department of an incident of alleged sexual assault, domestic violence, dating violence and or stalking. The reporting of any such offense will be the choice and the responsibility of the complainant/victim. Notwithstanding the foregoing, nothing in this Exhibit D shall be construed so as to preclude the Springfield Police Department from investigating any and all allegations of criminal activity – including allegations of sexual assault, domestic violence, dating violence, or stalking – that are reported to the Springfield Police Department or otherwise come to the attention of the Springfield Police Department.

Subject to its obligations under the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR § 99 *et seq.* (“FERPA”), MSU will cooperate with the Springfield Police Department, in terms of any law enforcement investigation of sexual assault, domestic violence, dating violence and or stalking involving members of the MSU campus community, if authorized by the complainant/victim or pursuant to a lawfully issued search warrant, subpoena, or court order. The Springfield Police Department agrees to use best efforts to communicate with MSU regarding investigations or reports of sexual assault, domestic violence, dating violence and or stalking involving members of MSU’s campus community, provided that such communication, in the reasonable estimation of the Springfield Police Department or the Greene County Prosecuting Attorney, will not jeopardize the integrity of an investigation, or subsequent prosecution, of sexual assault, domestic violence, dating violence and or stalking.

Depending on the facts and circumstances of an individual case, one or both parties may have jurisdiction to investigation incident of sexual assault, domestic violence, dating violence and or stalking involving members of the MSU campus community. The term jurisdiction, as used herein, means that MSU shall have jurisdiction to conduct investigations consistent with its Title IX/VAWA obligations and its educational interests, whereas SPD shall have jurisdiction to conduct investigations from a law enforcement/criminal perspective. Both parties understand and agree that such investigations are independent and may happen simultaneously, and agree to provide one another with as much courtesy and communication as may be possible, given the facts and circumstances of the individual case.

The parties acknowledge and agree that this Exhibit D is intended fully conform to the requirements of Mo. Rev. Stats. § 173.2050. The parties further acknowledge that, pursuant to Mo. Rev. Stat. § 173.2050.3, the Missouri Department of Public Safety has been charged with promulgating rules and regulations by August 28, 2016, to facilitate the implementation of the requirements of Mo. Rev. Stat. § 173.2050. Thus, the parties agree to evaluate any and all such promulgating rules and regulations, and to work together in good faith to modify their collaborative practices and, as necessary, this Exhibit D, to ensure continued legal compliance.