

Emer. _____
P. Hrngs. _____
Pgs. 10
Filed: 04-16-19

Sponsored by: Fisk

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019-098

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an Intergovernmental
2 Agreement with Greene County to share in the costs related to the
3 Accurant Crime Analysis software.
4
5

6 WHEREAS, the City of Springfield has contracted with LexisNexis Risk Solutions
7 to provide analytical software, known as Accurant Crime Analysis, that supports the
8 extraction, combination, cleaning, analysis, and reporting of law enforcement related
9 data for use by the Springfield Police Department (“SPD”); and
10

11 WHEREAS, the Greene County Sherriff’s Department (“GCSO”) has previously
12 used the same analytical software as SPD; and
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14 WHEREAS, SPD and GCSO have historically partnered to share costs related to
15 the necessary analytical software; however, the most recent agreement between the
16 agencies has expired; and
17

18 WHEREAS, SPD and GCSO wish to consolidate economic resources to create a
19 uniform and seamless system which will result in improved data collection and data
20 sharing between agencies.
21

22 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
23 SPRINGFIELD, MISSOURI, as follows, that:
24

25 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
26 an Intergovernmental Agreement with Greene County for the purpose of sharing costs
27 related to the Accurant Crime Analysis software; said agreement to be substantially in
28 form and content as that document attached hereto and incorporated herein by
29 reference as “Exhibit A.”
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31 Section 2 – This Ordinance shall be in full force and effect from and after
32 passage.

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Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2019 - 098

FILED: 04-16-19

ORIGINATING DEPARTMENT: Police

PURPOSE: Authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement with Greene County to share in the costs related to the Accurint Crime Analysis software.

BACKGROUND INFORMATION: The Springfield Police Department currently contracts with LexisNexis Risk Solutions for crime analysis software, known as Accurint Crime Analysis. Historically, the Police Department has shared costs the costs of this software with Greene County and the City of Republic. The previous agreement with Greene County and the City of Republic recently expired. The City of Republic has discontinued use of this particular software; however, Greene County continues to use it. This agreement will create a new cost sharing agreement with Greene County for continues use of the Accurint Crime Analysis Software.

REMARKS: A budget adjustment is not required; the budget already reflects cost sharing for this particular software based on the previous agreement.

Submitted by:

Approved by:



Paul F. Williams, Chief of Police



Jason Gage, City Manager

Exhibit A

| | | | |
|---|--------------------------------------|--|-------------------------|
| ROUTING | (1) ORIGINATING DEPARTMENT | (2) GREENE COUNTY | (3) FINANCE DEPARTMENT |
| ORDER | (4) LAW DEPARTMENT | (5) CITY MANAGER'S OFFICE | (6) CITY CLERK'S OFFICE |
| EFFECTIVE DATE FEBRUARY 1, 2019 | TERMINATION DATE JANUARY 30, 2020 | CONTRACT NUMBER: | |
| (X) NEW CONTRACT | | () RENEWAL OF CONTRACT NO. | |
| CITY | | Greene County | |
| CITY OF SPRINGFIELD 321 E. CHESTNUT EXPRESSWAY SPRINGFIELD, MO 65802 PHONE (417) 864-1722 EMAIL: TPETERS@SPRINGFIELDMO.GOV ATTN: CAPTAIN TAD PETERS DEPT: POLICE | | GREENE COUNTY MISSOURI 940 N. BOONVILLE SPRINGFIELD, MO 65802 PHONE: (417) 829-6265 EMAIL: DWADE@GREENECOUNTYMO.GOV ATTN: LT DEBORAH WADE | |

**INTERGOVERNMENTAL AGREEMENT REGARDING
LAW ENFORCEMENT SERVICES**

THIS AGREEMENT, made and entered into this _____ day of _____, 20__, by the parties identified above.

WHEREAS, the City of Springfield and Greene County desire to consolidate economic resources, achieve a uniform analytical software and services system that supports the extraction, combination, cleaning, analysis and reporting of law enforcement related data; and

WHEREAS, in order to accomplish these goals, such other Agencies as may now or at a future date execute this Agreement and its Exhibits substantially in the form set forth herein may be added as parties to this agreement; and

WHEREAS, the City of Springfield has contracted with LexisNexis Risk Solutions to provide the software necessary to implement such analytical software system; and

WHEREAS, the Agencies recognize the value in pooling their resources to create a uniform and seamless system which will greatly assist all participating agencies and the general public through improved data collection and data sharing; and

WHEREAS, LexisNexis Risk Solutions offers all participating agencies an analytical software, known as Accurint Crime Analysis, and services to support the extraction, combination, cleaning, analysis and reporting of law enforcement related data that can meet the collective and individual needs of each agency; and

WHEREAS, this Agreement and all attachments incorporated by reference herein sets forth the scope of each Agency's responsibilities as well as the benefits each agency will receive by the Agency's participation in this contract.

NOW THEREFORE, the Agencies executing this agreement enter into an Intergovernmental Agreement under §70.220 RSMo for their mutual benefit as further described in this Agreement, and for the benefit, health, safety and welfare of the public.

- I. **Term and Automatic Renewal.** The term of this Agreement shall commence when approved by the governing bodies of each party and executed by the persons authorized to sign on behalf of each party. This Agreement shall be for a period of one (1) year, and shall automatically renew each year unless either party has been terminated or cancels, or if Greene County provides written notice of non-renewal to the City of Springfield at least 180 days prior to the end of the Agreement term.
- II. **Scope and Services, Costs, and Payment.** The Scope of Services shall be as described in **Exhibit A**, "Scope of Services," attached and incorporated herein. The costs and payments associated with this Agreement shall be as described in **Exhibit B**, "Costs and Billing" attached and incorporated herein.
- III. **Non-Discrimination.** In the performance of the services of this Agreement, each party agrees not to discriminate against any employee or applicant because of race, religion, age, color, sex, handicap, national origin or ancestry. Each party further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, or national origin.
- IV. **Liability.** Each party shall be responsible for the consequences of its own acts or omissions and those of its employees, boards, commissions, agencies, officers and representatives, and shall be responsible for losses, claims and liabilities which are attributable to such acts or omissions.
- V. **Compliance with applicable laws.** Each party shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which may in any manner affect this Agreement.
- VI. **Legal Powers and Duties.** Each party understands and agrees that no clause, term or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.
- VII. **Notices.** All notices to be given under the terms of this Agreement shall be in writing and signed by the authorized agent of the party serving the notice and shall be sent by registered or certified mail, return receipt required, postage prepaid, or hand delivered to the persons designated below:
 - a. City of Springfield: Jason Gage, City Manager
 - b. Greene County: _____
 - c. If any party wishes to designate another person for the receipt of notice under this section, that party shall notify all other parties in writing by sending a notice under this section.
- VIII. **Controlling Law.** It is expressly understood and agreed to by the parties that in the event of any disagreement or controversy between the parties, Missouri law shall be controlling. Venue shall be in the circuit court of Greene County, Mo.
- IX. **Entire Agreement.**
 - A. The entire Agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.
 - B. This entire Agreement is intended to be an agreement solely among the parties hereto and for their benefit only. No part of the Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- X. **Amendment.** This agreement shall be binding on the parties hereto, and cannot be varied or waived by any oral representations or promise of any agenda or other person of the parties hereto. Any change in any provision of this Agreement may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Agreement, unless another provision is specifically provided for elsewhere in this Agreement.
- XI. **Severability.** If any provision of this Agreement is determined by any court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.

XII. **No Waiver.** No failure to exercise, or any delay in exercising, any right, power, or remedy hereunder by any party shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the party making the waiver. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

XIII. **Termination.**

- a. **Termination by the City of Springfield for Cause.** If through any cause, any agency shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if any agency shall violate any of the terms or conditions of the Agreement, the City of Springfield shall have the right to terminate this Agreement as to that agency by giving notice of such failure or violation under the Notice procedures provided in Section VII, Notices. Upon receipt of such notice the agency shall have thirty (30) days to cure such failure or violation or the Agreement shall terminate. The procedures under paragraph C, below, shall apply to the terminated agency. If any agency is terminated under this paragraph, it shall not be entitled to reimbursement of funds already paid for maintenance and support for the current year of the contract. Termination as to one Agency shall not affect the Agreement as to another.
- b. **Cancellation by City of Springfield or any Agency, no cause, payment.** Any party may terminate this Agreement without cause by giving the other party no less than one hundred eighty (180) days written notice of its intent to cancel, under the procedures of Section VII, Notices. If any agency terminates participation under this paragraph, it shall not be entitled to reimbursement of funds already paid for maintenance and support for the current year of the contract.
- c. **Procedures upon Termination, Cancellation or Non-Renewal of Any Agency.**
 - A. If any agency is terminated, cancels or non-renews, their participation in this Agreement the City of Springfield shall deactivate all passwords and log-ins issued to that agency as of the date of termination, cancellation or non-renewal.

XIV. **Third Party Rights.** This Agreement is intended to be solely among the parties hereto. Nothing in this Agreement shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

XV. **Authority.** Each party represents that it has the authority to enter into the Agreement and that all necessary procedures have been followed to secure authorization to enter into this Agreement from the party's respective governing body. Each person signing the Agreement represents and warrants that he or she has been duly authorized to do so.

IN WITNESS WHEREOF, the parties hereto, by their respective authorized agents, have caused this Agreement to be executed.

FOR THE CITY OF SPRINGFIELD:

CITY OF SPRINGFIELD
A municipal corporation

Jason Gage, City Manager Date

Approved as to form:

City Attorney or designee Date

FOR GREENE COUNTY:

GREENE COUNTY SHERIFF

Sheriff Jim Arnott

GREENE COUNTY COMMISSION

Bob Dixon, Presiding Commissioner

Harold Bengsch, Associate Commissioner District #1

Associate Commissioner District #2

Date

Approved as to form:

County Counselor

ATTEST: I, Shane Schoeller, the Clerk of the Greene County Commission hereby attests that the above agreement was executed by Commissioners Bob Dixon, Harold Bengsch and _____, pursuant to a duly passed motion of the Greene County Commission approving the agreement.

County Clerk, Shane Schoeller

ATTEST: I, Cindy Stein, am the duly appointed and acting Auditor for Greene County, Missouri, and in that capacity, do hereby certify on this _____ day of _____, 2019, that there is an unencumbered balance to the credit of the appropriation which is to be charged for the County's share of the costs described in this Agreement and an unencumbered cash balance in the County treasury to the credit of the fund from which the County's financial obligation described in this agreement shall be paid sufficient to meet the County's obligations under this agreement.

Auditor, Cindy Stein

Exhibit A

I. OVERVIEW:

The purpose of this contract is to allow Greene County, Mo to partner with the City of Springfield, Mo to use Accurint Crime Analysis as an analytical software service company under the terms of this agreement. The City of Springfield presently contracts with LexisNexis Risk Solutions to provide this service. LexisNexis Risk Solutions is an analytical software and service company that provides services to support the extraction, combination, cleaning, analysis and reporting of law enforcement related data. Accurint Crime Analysis will access the law enforcement agency data and make it available to each user via a web-based login. Accurint Crime Analysis will pull selected data from Niche and place it into the selected Accurint Crime Analysis database fields. The data will then reside on the Accurint Crime Analysis servers. The Parties authorized employees will be granted access to the database maintained by Accurint Crime Analysis. The goal of this agreement is to provide a standardized collection and analysis of this data from the regional law enforcement agencies.

II. City of Springfield Responsibilities:

1. **Connection for Data Transfer.** Greene County is presently using Niche. The City of Springfield, Mo shall provide an SSIS (SQL Server to SQL Server) connection between the Niche production server and Accurint Crime Analysis so that Accurint Crime Analysis can pull the selected data from the Niche database.
2. **Billing.** The City shall provide invoices to Greene County consistent with Exhibit B.
3. **Login.** The City shall provide user identification and login information to the participating agencies through Accurint Crime Analysis

III. Greene County Responsibilities:

1. **Hardware.** Greene County shall be responsible to acquire, maintain and administer necessary hardware equipment and software applications necessary for accessing the Accurint Crime Analysis from their local site.
2. Greene County shall ensure that all users from Greene County use the software in a manner consistent with the law and for valid law enforcement and public safety purposes only.
3. **Security breaches.** Greene County shall promptly report any suspected security breaches to the City of Springfield, Mo Chief of Police and the Greene County Sheriff.
4. **Release of Records.** Greene County shall handle requests for release of records as required by law.
5. **Additional Costs.** Greene County shall be responsible to the City of Springfield, Mo for any additional costs for these services as a result of the addition of Greene County users.
6. **Updating User List.** Greene County shall update the user list with the City of Springfield, Mo should there be any change to the authorized Greene County employees.

IV. Security and Release of RMS Data:

Any data converted, transferred, entered or stored shall be the sole property of the party that produced the data, with each party granting to each other consent to use and review the data only for lawful law enforcement purposes and in accordance with other procedures described herein. Such data shall be used solely for valid law enforcement purposes according to law and the policies of each agency. Each party shall be responsible for responding to 610.010 et seq. requests and any other requests from any requestor, to view, access, or release its own data. No party shall allow access to or release the data of another party to anyone who is not a valid user of one of the parties to this Agreement. If a request is made to one party for access or release of data of another party, the requestor shall be directed to the party that produced that data.

Exhibit B

I. Billing

Greene County shall be invoiced by the City of Springfield, Mo, by June 1st each year for the contract term of this agreement. The payment shall be due to the City of Springfield, Mo no later than the thirtieth (30th) of that month. The invoices will reflect the Contract terms with two partnering agencies. Greene County is aware that the amounts shown in the tables below are subject to change should there be an addition or removal of users or partnering agencies.

SPD: Springfield, Mo Police Department

GC: Greene County

Estimated Contract Term with 2 Participating Agencies

| | |
|---|---------------------------|
| Accurint Crime Analysis (formerly ATAC Raids) Total First Year Cost for SPD and GC | \$8,712 |
| Divided by total number of officers (SPD 362 + GC 120 = 482 Total Sworn) | \$18.07 price per officer |
| Number of GC Officers | 120 |
| Price Per Officer | <u>x \$18.07</u> |
| Total amount GC owes SPD for the Contract Term | \$2,168.40 |