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Sponsored by Ollis

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

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

COUNCIL BILL 2018- 068

SPECIAL ORDINANCE \_\_\_\_\_

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with  
2 the City of Nixa, Missouri, for the use of a consolidated Police  
3 Records Management System.  
4 \_\_\_\_\_  
5

6 WHEREAS, in 2011, the City of Springfield purchased and implemented a Police  
7 Records Management System ("RMS" a/k/a "Niche"), for use by the City's Police and  
8 Prosecutors; and  
9

10 WHEREAS, Niche has the capability to allow use by other governmental law  
11 enforcement agencies, allowing these agencies to have more seamless and efficient  
12 communication and allowing law enforcement agencies to coordinate with each other in  
13 the delivery and execution of their respective duties; and  
14

15 WHEREAS, the City of Springfield and the City of Nixa are ready to implement  
16 joint use of the Niche RMS.  
17

18 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF  
19 SPRINGFIELD, MISSOURI, as follows, that:  
20

21 Section 1 – The City Manager, or his designee, is hereby authorized to enter into  
22 an agreement with the City of Nixa, Missouri; said agreement to be substantially similar  
23 in form and content as that document attached hereto and incorporated herein by  
24 reference as "Exhibit 1."  
25

26 Section 2 – This Ordinance shall be in full force and effect from and after  
27 passage.  
28

29 Passed at meeting: \_\_\_\_\_  
30

31 \_\_\_\_\_  
32 Mayor  
33

34 Attest: \_\_\_\_\_, City Clerk

35

36 Filed as Ordinance: \_\_\_\_\_

37

38 Approved as to form: , Assistant City Attorney

39

40 Approved for Council action: , City Manager

**EXPLANATION TO COUNCIL BILL 2018-068**

FILED 03-06-18

ORIGINATING DEPARTMENT: Police Department

PURPOSE: To authorize the City Manager, or his designee, to enter into an agreement with the City of Nixa, Missouri, for the use of a consolidated Police Records Management System.

BACKGROUND INFORMATION: The Records Management System (“RMS” a/k/a “Niche”) for a police department is the source of information for police and citizens. It is where all police reports, including incidents, traffic accidents, arrests and crime reports are stored. RMS manages property and evidence, provides most statistical information for manpower allocation decisions and allows departments to meet mandatory state and federal reporting requirements.

The Springfield Police Department went live with a new RMS on January 31, 2011. The RMS allows sharing of system information with other local law enforcement agencies. An intergovernmental agreement between Springfield Police Department (“SPD”) and the City of Nixa would allow sharing of costs and criminal intelligence and information for more efficient delivery of services. The Nixa Police Department and Springfield Police Department are ready to implement joint use of the Niche RMS.

REMARKS: There is no additional cost to the City of Springfield or the Springfield Police Department for sharing the Niche with the City of Nixa.

Submitted by:

  
\_\_\_\_\_  
Kelby Stuckey, Assistant City Attorney

Recommended by:

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

Approved by:

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

**Exhibit 1**

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
CITY OF SPRINGFIELD, MISSOURI, AND THE CITY OF  
NIXA, MISSOURI**

**For a Consolidated Police Records Management System (RMS)**

**PARTIES:**

The parties to this Agreement are the City of Springfield, a Missouri municipal corporation, hereafter "City of Springfield", and the City of Nixa, a Missouri municipal corporation, hereafter "City of Nixa". The entities executing the agreement now or in the future shall be referred to throughout this document collectively as the "Agencies" or "each agency" where appropriate:

**RECITALS:**

**WHEREAS**, the City of Springfield, and the City of Nixa desire to consolidate economic resources, achieve a uniform system of reporting crimes, and create a seamless records and data sharing system for consolidated police records; and

**WHEREAS**, in order to accomplish the desire to consolidate economic resources, achieve a uniform system of reporting crimes, and create a seamless records and data sharing system for consolidated police records, 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 Niche Systems to install all necessary hardware and software to implement such a consolidated police records management system; and

**WHEREAS**, 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**, the Niche System offers all participating agencies a data collection and sharing system 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 RMS.

**AGREEMENT:**

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. **Parties.** The Parties to this Agreement are the municipalities listed above under "Parties."
- II. **Purpose.** The Purpose of this Agreement is to form an Intergovernmental Agreement under 70.220 RSMo. for the purpose of participating in a multijurisdictional RMS. This agreement defines appropriate security controls and use restrictions for the exchange of criminal justice information ("CJI") between the Springfield Police Department ("SPD") and Nixa Police Department ("NPD"). This Agreement ensures that any CJI exchanged between SPD and NPD

shall at all times be stored, processed and transmitted in compliance with applicable standards found in FBI CJIS Security Policy, MULES Policy and SPD policy.

- III. **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, and shall terminate on March 12, 2020. This Agreement shall be automatically renewed at the end of the first Agreement term, for a period of two (2) years, and subsequent terms of two (2) years each, unless any party has been terminated or cancels under Section XV. Termination, or if any agency provides written notice of non-renewal to the City of Springfield and to all other parties at least 180 days prior to the end of the Agreement's term. Notice shall be given as provided in Section IX, Notices.
- IV. **Scope of 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.
- V. **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.
- VI. **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.
- VII. **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.
- VIII. **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 any party.
- IX. **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:

**FOR THE CITY OF SPRINGFIELD:** City Attorney, City of Springfield, Mo; 840 Boonville Ave; Springfield, MO 65802

**FOR THE CITY OF NIXA:** City Administrator, City of Nixa, Mo; 715 W. Mt. Vernon, P.O. Box 395, Nixa, MO 65714

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.

- X. **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.

- XI. **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.
- XII. **Amendment.** This Agreement shall be binding on the parties hereto, and cannot be varied or waived by any oral representations or promise of any agent 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.
- XIII. **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.
- XIV. **No Waiver.** No failure to exercise, and no 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.
- XV. **Termination.**
- A. **Termination by the City of Springfield for Cause.** If for any reason, any agency shall fail to fulfill 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 to that Agency under the Notice procedures provided in Section IX, Notices. Upon receipt of such notice the Agency shall have thirty (30) days to cure such failure or violation or the Agreement shall terminate as to that Agency. 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 ANY other.
  - B. **Cancellation by City of Springfield or any Agency, without cause, payment.** Any party may terminate this Agreement without cause by giving all of the other parties no less than one hundred eighty (180) days written notice of its intent to cancel, under the procedures of Section IX, Notices. If any Agency terminates participation under this paragraph, it shall not be entitled to reimbursement of funds already paid for maintenance and support.
  - C. **Suspension of Service**  
SPD reserves the right to suspend all use of CJI owned by or provided through this exchange by SPD if any terms of this Agreement, or documents incorporated herein are violated by NPD or NPD employees or contractors. Prior to this suspension of connectivity/data use, NPD shall be notified in writing by SPD of any alleged violations by SPD of this Agreement.

NPD shall then have five (5) business days to provide a written response to SPD regarding the notice of violation. If the alleged violation has been satisfactorily resolved use of the data and/or CJIS connections will not be suspended and SPD shall provide NPD with written documentation of the fact. If the remediation or planned remediation of documented violations does not meet the terms of this Agreement SPD will notify NPD of a suspension date in writing. The suspension date will be no less than ten (10) business days from the date SPD notifies NPD of the forthcoming suspension. After connectivity and use of the CJI has been suspended, SPD shall resume furnishing such access and information to NPD upon receipt of proof satisfactory to SPD that such violations did not occur or that such violations have been fully corrected or eliminated. If satisfactory proof is not received by SPD within thirty (30) days following the suspension this agreement will be considered cancelled by NPD for non-compliance and will invoke the cancellation section of this Agreement.

D. Procedures upon Termination, Cancellation or Non-Renewal of Any Agency.

1. If any Agency is terminated, cancels or non-renews their participation in this Agreement the City of Springfield shall restrict all passwords and log-ins issued to that agency to a read-only level of access as of the date of termination, cancellation or non-renewal.
2. A terminated, canceled or non-renewed Agency will be entitled to a copy of their Data, as that term is defined in *Exhibit A*, upon written request to the City of Springfield. If an Agency requests and the City of Springfield agrees to perform any services to facilitate reconversion of Data for that Agency, any work so performed shall be billed to that Agency at an hourly rate to be determined by the City of Springfield, based upon the hourly pay rate for City of Springfield employee(s) performing the work and shall be paid within thirty (30) days of billing.

- XVI. **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.
- XVII. **Goodwill.** Any and all goodwill arising out of this Agreement shall be shared equally by the City of Springfield and all of the parties.
- XVIII. **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.
- XIX. **Counterparts.** The Agreement may be signed in counterparts which, when taken together, shall be effective as if all signatures appeared on the same original document.
- XX. **Indemnification.** To the extent the law permits, NPD agrees to indemnify and hold harmless SPD, and their officials and employees from and against any and all claims, demands, actions, suits and proceedings by others, against all liability to others, including but not limited to any liability for damages by reason of or arising out of any false arrest or imprisonment, or any loss, cost, expense and damages, resulting from unauthorized use, or out of, or involving any negligence on the part of NPD or NPD personnel or contractors in the exercise or use of this Agreement.

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

**FOR THE CITY OF SPRINGFIELD:**

**FOR THE CITY OF NIXA**

CITY OF SPRINGFIELD  
A municipal corporation

CITY OF NIXA  
A municipal corporation

By: \_\_\_\_\_  
City Manager or designee

By: \_\_\_\_\_  
City Manager or designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
City Clerk or designee

By: \_\_\_\_\_  
City Clerk or designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

Approved as to Form:

By: \_\_\_\_\_  
City Attorney or designee

By: \_\_\_\_\_  
Legal Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ***EXHIBIT A***

To the Intergovernmental Agreement between the City of Springfield, Missouri and the City of Nixa,  
Missouri for a Consolidated Police Records Management System (RMS)

### **SCOPE OF SERVICES**

#### **DEFINITIONS:**

**COMPUTER AIDED DISPATCH SYSTEM ("CAD"):** Highly specialized telecommunications and geographic technology that supports public safety emergency response operations.

**DATA:** For purposes of this Agreement, Data shall be any piece of information produced by the police department of any party that is converted, digitally created, collected, and stored on the Records Management System while that agency is a valid party to this Agreement.

**DATA ENTRY STANDARDS:** Niche RMS user guide and help documents provided by the City of Springfield describing data entry standards and procedures for the RMS.

**LEVELS OF AUTHORITY:** Level of access that a user has to RMS data.

**LOCAL INFORMATION SYSTEM COORDINATOR ("LOCAL ISC"):** A police department employee designated by each agency to be responsible for coordinating with the Project Manager for RMS implementation, training and on-going support for that agency under this Agreement.

**PROJECT MANAGER:** Person designated by the City of Springfield charged with planning and coordinating the implementation and ongoing support of the RMS to be created under this Agreement.

**RECORDS MANAGEMENT SYSTEM ("RMS"):** A collaborative system and related work processes for collecting, storing, and sharing public safety data, including police department records, municipal court operations and CAD operations, of all parties covered under this Agreement. All RMS data will be stored, maintained, and backed up by the City of Springfield on redundant servers at two different geographic locations.

#### **SUMMARY OF RECORDS MANAGEMENT SYSTEM:**

The RMS to be created under this Agreement seeks to standardize, where possible, business and records management processes among the police departments of all of the parties to facilitate data processing and immediate electronic information retrieval and data exchange among the parties. The RMS will utilize and expand the Niche Systems, Inc. "Niche" software suite currently used by the City of Springfield Police Department. Existing data of any participating agency may, at their discretion and cost, be converted and consolidated into a single RMS that will be hosted by the City of Springfield. Thereafter each agency shall enter all data onto the RMS system. The City of Springfield will continue to enter and store its own data on its existing system which shall become part of the shared RMS under this Agreement. Each party will have access and authority to enter, store, revise, and view its own data and to view the shared data of other parties.

The RMS will expand and share the following technologies presently used by the City of Springfield Police Department with each of the parties to this Agreement:

- Interfaces so that RMS contact data and photos can be obtained in the field from a squad car;
- Ability to electronically create monthly UCR reports and capability to migrate to IBR based reporting in the future;

- Ability to create "ad hoc" reports or specific data queries over the RMS (beyond their jurisdiction if desired);

This RMS will also provide for technology and software that is not presently used by the City of Springfield but is needed by some of the participating agencies for Municipal Court applications and CAD applications.

**COORDINATION AND COMMUNICATION AMONG THE PARTIES:**

1. RMS PROJECT MANAGEMENT: The Project Manager for purposes of this Agreement will be:

Crystal Higdon  
Police Services Administrator  
City of Springfield, Missouri  
321 E. Chestnut Expressway, Springfield, MO 65802  
chigdon@springfieldmo.gov

2. INFORMATION SERVICES COORDINATOR ("ISC"): Each agency shall designate an Information Services Coordinator, and provide that person's name, title, address, phone number and email address, in writing, to the Project Manager within thirty (30) days of the effective date of this Agreement.

If the City of Springfield wishes to designate another Project Manager or any agency wishes to change their local ISC, that party shall notify all other parties in writing with the name, title, address, phone number and email address of the new designee.

**IMPLEMENTATION PROCEDURES AND SCHEDULE:**

1. SPRINGFIELD AND CITY OF NIXA. The implementation and integration schedule for these agencies is presented in Table 1, below. This schedule represents the initial stages of development and planning as well as setting dates for a full transition to Niche RMS operations.

Table 1 -Task Schedule for Springfield and the City of Nixa.

Springfield will work with the City of Nixa to complete each task according to the schedule in Table 1, below. Moving from one task to the next will require the approval of the Project Manager. This schedule may be consolidated or modified at the discretion of the City of Springfield in consultation with the City of Nixa. Springfield will keep the City of Nixa informed of any final decisions to modify the schedule. All parties agree to commit to efficient and prompt completion of tasks necessary to fully implement and go live with the RMS.

<b>IMPLEMENTATION SCHEDULE FOR TASKS RELATED TO NIXA SET UP</b>		
<b>DATE</b>	<b>RESPONSIBLE PARTY</b>	<b>TASK</b>
TBD	SPRINGFIELD AND NIXA PD	Gather information on process and procedural differences
TBD	SPRINGFIELD IS AND NICHE	Create Nixa domain in Niche
TBD	SPRINGFIELD AND NIXA IS	Determine connectivity options and setup
TBD	NIXA PD	Request or Create specific forms and reports as necessary due to procedural differences
TBD	SPRINGFIELD AND NIXA IS	Begin remote testing with Nixa
TBD	SPRINGFIELD PD	Administrator Training - Nixa
TBD	SPRINGFIELD PD	User Training - Nixa
TBD	SPRINGFIELD PD AND NICHE	Documentation for new users provided
TBD	ALL	Conclude testing
TBD	ALL	Go live
TBD	ALL	Initial change period
TBD	ALL	Completion sign off

**CITY OF SPRINGFIELD RESPONSIBILITIES:**

Under the terms of this Agreement SPD shall have the authority to set, maintain and enforce the following duties and standards over and/or relating to the use of and security controls over all CJI and SPD provided, obtained or owned data and associated processing systems:

- a. The SPD shall retain final control over, and retain ownership of, any CJI shared by SPD through the exchange received by NPD.
- b. Policy governing the operation of computers, access devices, circuits, hubs, routers, firewalls, applications and other components that comprise and support a telecommunications network and related Criminal Justice and CJIS systems used to process, store, or transmit CJI through the exchange.
- c. NPD compliance with all applicable federal, state and local laws, FBI CJIS Security Policy, Missouri State Highway Patrol (MSHP) MULES policy and local department policy as they relate to the exchange of CJI between SPD and NPD.
- d. Standards for the authorization of NPD personnel, contractors, visitors or others who may have access to SPD data.

1. **PROVIDE THE HOST SERVER.** The City of Springfield shall provide the host server with adequate storage and processing capability for the RMS.

2. **PROVIDE A COMMUNICATIONS LINK.** The City shall provide their end point of presence for a communications link that provides adequate bandwidth, security and reliability to be used as the primary link between the City of Springfield and the City of Nixa. After consultation between the parties, this can be in the form of a leased line, fiber optic, or virtual private network between the two entities and shall serve as the primary data conduit for the software.

3. **PROJECT MANAGEMENT.** The City of Springfield project manager shall coordinate with Nixa's ISC to manage the project as well as actual services for all aspects of implementing the RMS with the City of Nixa. This includes, but is not limited to installation, implementation, start-up, training, and coordinating with Niche hired by the City of Springfield for purposes of creating and running the City of Nixa's domain on the Niche system.

4. **SUPPORT.** The City of Springfield shall provide and coordinate ongoing maintenance and technical support services, as described under the heading "Maintenance and Support Services" below.

5. **BILLING.** The City of Springfield shall provide annual estimates, adjustments and invoices to the City of Nixa for annual maintenance and support as described in *Exhibit B*.

6. **OUTSIDE VENDORS.** The City of Springfield may at its discretion choose to implement this Agreement with the assistance of outside vendors or contractors using bidding and contracting methods required by law or policy of the City of Springfield and the State of Missouri. The City of Springfield shall arrange for services and products from the vendors below, or other vendors who in the City's opinion provide equivalent services, and fulfill its obligations under this paragraph using whatever lawful means it deems necessary and suitable. In addition, the City of Springfield agrees not to terminate the contract(s) with Niche required for the RMS while this Agreement is in effect, unless all parties agree, in writing, to engage another vendor for purposes of this Agreement. The parties acknowledge that the City of Springfield cannot guarantee the participation of any of these vendors and by listing them herein, the parties do not intend to bind any of them as third parties to the Agreement:

a. NICHE SYSTEMS, INC. owns licenses, and distributes the records management software.

#### **CITY OF NIXA RESPONSIBILITIES:**

As a member of this exchange, NPD may only access/use the data provided to NPD by SPD as explicitly authorized writing as a part of the contract to perform specific functions on behalf of SPD, this Agreement or another fully executed agreement between these two parties. Additionally, NPD may only provide access to SPD criminal justice data with the permission of SPD as permitted under this Agreement, applicable federal and state law, FBI CJIS Security Policy, MULES policy and any other applicable agreements or contracts executed between both parties of this Agreement.

1. **SCREENING OF NPD PERSONNEL AND CONTRACTORS.** All NPD employees and contractors with either physical or logical access to CJI and/or unescorted access to terminals processing CJI must submit to a fingerprint-based background check pursuant to MSHP CJIS fingerprint policy. Fingerprints must be submitted to either the SPD or the Missouri State Highway Patrol CJIS Division within thirty (30) days of hire. All final determinations for NPD employee or contractor access to SPD CJI are at the discretion of the MSHP CJIS Systems Officer (CSO) or the TAA of SPD. Decisions to approve or deny access will be provided to the NPD in writing. A list of authorized NPD employees/contractors will be maintained by NPD for retrieval during audit.

2. **SECURITY.** NPD agrees to limit access to CJI owned by SPD or derived from MSHP or FBI CJIS in strict accordance with NCIC, NLETS, MULES, FBI CJIS Security and SPD policies and regulations. NPD

agrees to take full responsibility for the integrity of the CJI stored or processed by NPD as a part of this exchange with SPD. All NPD personnel or contractors with direct or indirect physical or logical access to CJI shall complete security awareness training pursuant to FBI CJIS Security Policy every two (2) years. NPD is also responsible for implementing adequate physical security measures at their facilities to protect against any unauthorized personnel gaining access to computer systems, network equipment, storage devices or areas containing/processing CJI. NPD shall not provide any CJI nor allow any contractors or employees thereof to extract any metadata from SPD provided CJI except within the official scope of duties performed under this Agreement.

3. NETWORK DIAGRAM. NPD is responsible, based on FBI CJIS Security Policy, for providing a network diagram depicting the NPD network configuration including the location of all computer equipment, connectivity to SPD as well as the data flow/storage within the NPD network. This network diagram must be updated whenever substantial changes occur or at least every three (3) years and submitted to the MSHP ISO for review and approval.

4. HARDWARE. The City of Nixa shall be responsible to acquire, maintain and administer necessary hardware equipment and software applications necessary for accessing the RMS from their local site.

5. PROVIDE A COMMUNICATIONS LINK. The City of Nixa shall provide their end point of presence for a communications link that provides adequate bandwidth, security and reliability to be used as the primary link between the City of Springfield and the City of Nixa. After consultation between the parties, this can be in the form of a leased line, fiber optic, or virtual private network between the two entities and shall serve as the primary data conduit for the software.

6. LOCAL ADMINISTRATOR. Designate a local ISC and notify the Project Manager within thirty (30) days of signing this Agreement. Notice shall include name, title or rank if appropriate, word address, phone, email address and normal hours of work.

7. AVAILABILITY. Make the appropriate staff available after being notified by the Project Manager of the dates scheduled for migration and any other task or function that must be provided on-site at the City of Nixa to implement the RMS.

8. USER ACCESS. The Local ISC shall identify those employees of the City of Nixa who will be users of the RMS, and determine with the Chief of Police, the appropriate level of authority for each user from their agency. The Local ISC shall assign the level of authority and security profiles for each user based on information provided by the Chief.

9. ACCESS RESTRICTION AND DELETION. The Local ISC shall disable or delete users immediately when an RMS user leaves the employment of the agency for any reason, including retirement, termination, resignation or any other reason.

10. USAGE. Ensure that all users from the City of Nixa use the RMS for valid law enforcement and public safety purposes only, according to law.

11. SECURITY BREACHES. Promptly report any suspected security breaches to the Project Manager.

12. RELEASE OF RECORDS. Handle requests for release of records in accordance with "Security and Release of RMS Data" below and as required by law.

13. TECHNICAL SUPPORT. Handle technical problems at the local level including local connectivity issues, report unresolved problems according to "Maintenance and Support Services" below, and follow all instructions given by the technical support service provider.

11. DATA ENTRY. Ensure that all data entered onto the RMS shall adhere to "Data Entry Standards" to be established by the City of Springfield, and the Local ISC shall be responsible to ensure all users at the City of Nixa adhere to the standards.

12. CHANGEOVER. Once the City of Nixa has gone live as determined by the Completion Sign Off listed in the implementation table above, all data collected from that point forward shall be entered and stored onto the RMS.

#### **SECURITY AND RELEASE OF RMS DATA:**

For the purposes of data control, security and protection and this Agreement the SPD defines all data provided to or processed by NPD on behalf of the SPD to be considered Criminal Justice Information (CJI) as defined by, and thus afforded the protections of FBI CJIS Security Policy, MULES Policy and SPD policies governing the handling, disclosure and control of the data.

Any NPD employee or contractor who has access to or receives CJI shall only use the access and data for the purposes for which access was required and it will not be disseminated to any other party without explicit permission from the SPD.

Any data converted, transferred, entered or stored on the RMS 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

610.10 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 RMS 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 requester shall be directed to the party that produced that data.

1. MISUSE. SPD agrees that any misuse of CJIS systems or CJI obtained by or stored on behalf of SPD by NPD or NPD personnel or contractors is a Class A Misdemeanor pursuant to 576.050 RSMo as well as a security incident and as such must be reported to SPD and to the MSHP CSO and ISO.

#### **MAINTENANCE AND SUPPORT SERVICES:**

The type of electronic equipment used by NPD shall be compatible with the standards set forth in the FBI CJIS Security Policy and shall meet with the approval of the MSHP Information Security Officer (ISO) and the SPD Local Agency Security Officer (LASO). NPD must receive written approval before granting any access to the SPD owned CJI to any agency other than SPD or subunits thereof. All such interfaces or connections must also meet all FBI and MSHP CJIS technical specifications and security safeguards.

1. MAINTENANCE. The City of Springfield shall:

- a. Maintain all computer hardware under the City's control associated with the RMS, including performing routine maintenance procedures as needed
- b. Perform back-ups of all RMS data not less frequently than one time per day
- c. Maintain all software license, maintenance and support contracts associated with the RMS

2. TECHNICAL SUPPORT TO THE CITY OF NIXA. The City of Springfield agrees to provide basic technical support to the City of Nixa, related to the connectivity and RMS software. The City of Springfield will provide support and respond to all problems as soon as practicable, if they are properly reported according to the procedures listed below:
3.
  - a. CONNECTIVITY PROBLEMS:
    - i. LEVEL 1 WAN SUPPORT -all connectivity issues shall be first reported to the Local ISC at the City of Nixa, who shall resolve problems with the local connection and/or call any local connection providers.
    - ii. LEVEL 2 WAN SUPPORT -if the Local ISC cannot resolve a connectivity issue, the problem may be reported to the Springfield Police Department ("SPD") IS Coordinator during normal business hours. After-hours and on weekends, connectivity problems shall be reported to the City of Springfield's designated after-hours support service LEVEL 3 WAN SUPPORT - if a connectivity issue cannot be resolved at level 1 or 2, the Local ISC may report it to the Project Manager at the number or email as determined by the Project Manager.
  - b. All other RMS Application Technical Problems unrelated to connectivity:
    - i. LEVEL 1 RMS SUPPORT - all other RMS technical issues shall be first reported to the Local ISC at the City of Nixa, who shall resolve all local hardware and software issues or utilize the agencies own support services for local hardware or software problems unrelated to the RMS
    - ii. LEVEL 2 RMS SUPPORT -if the Local ISC cannot resolve an RMS application problem at Level 1, the problem may be reported to the SPD IS Coordinator if during normal business hours
    - iii. LEVEL 3 RMS SUPPORT -If RMS application problems cannot be resolved after proceeding through Level 1 or 2, the problem may be reported to the Project Manager
    - iv. LEVEL 4 EMERGENCY SUPPORT - Connectivity or RMS Applications – In the event of an urgent, emergency RMS application or connectivity problem that cannot be resolved by Levels 1-2, the Local ISC may report it to the SPD IS Coordinator or the Project Manager for immediate support, regardless of time of day, using phone numbers to be provided. SPD overtime costs associated with an emergency support request may be charged to the City of Nixa, by invoice, at an hourly rate to be determined by the City of Springfield to cover these costs, and if so charged shall be paid within thirty (30) days of the invoice date.
  - c. SUPPORT TRAINING. The City of Springfield will train the local ISC's to identify and respond to connectivity and RMS application support issues, and to properly use the Support Levels described above. Additional support procedures and details such as phone numbers shall be provided to each agency by the Project Manager at the appropriate stage of implementation.
  - d. PAYMENT. Payment of maintenance and support services provided by the City of Springfield described above shall be the responsibility of the City of Nixa as described in **Exhibit B**.
4. AUDIT. NPD computer equipment, facilities, policies and procedures as well as agency-owned data are subject to and shall be made available for Policy Compliance Reviews, Technical Security Audits and routine review by SPD staff, MSHP CJIS auditors or FBI CJIS auditors. SPD must allow the aforementioned personnel necessary access to audit, implement and enforce security control as defined by FBI CJIS Security Policy.

**EXHIBIT B**

To the Intergovernmental Agreement between the City of Springfield, Missouri and the City of Nixa,  
Missouri for a Consolidated Police Records Management System (RMS)

**COSTS AND BILLING**

**1. COSTS**

- a. **INITIAL LICENSE COSTS.** The City of Springfield Missouri agrees to maintain all appropriate licenses for the RMS system with the systems manufacturer. The City of Nixa shall be authorized to use licenses in accordance with the Niche license agreement at a cost of twelve hundred (\$1,200) per sworn person. Non-sworn persons and support personnel can use the software at no additional charge to the City of Nixa. This price per license shall remain in line with the City of Springfield 's acquisition costs for obtaining the same from Niche. Should the cost to the City of Springfield change, such change should be forwarded to the City of Nixa within thirty (30) days.
- b. **INITIAL SOFTWARE SETUP COSTS.** Software setup and Niche domain creation and seeding shall be included in the initial licensing purchase. After the software has been signed off by the City of Nixa as being complete and ready to go live, initial setup time shall be concluded and any further changes shall be governed by the support and maintenance agreement between the City of Springfield and the City of Nixa.
- c. **REQUIRED SUPPORT COSTS.** The City of Springfield will provide all related support and software upgrade functions in lieu of a direct manufacturer's maintenance agreement. The City of Nixa agrees to pay the required annual maintenance fee as stated in the contractual agreement between Niche and the City of Springfield (currently established at 20% of the total licensing cost) to the City of Springfield for said support. Should the cost to the City of Springfield change, such change should be forwarded to the City of Nixa within thirty (30) days. The City of Nixa shall receive for this support agreement support as outlined in the main contract body as well as minor software changes and updates as requested. All support and change requests shall be prioritized within the City of Springfield and acted upon based on their priority level. Should the City of Nixa feel that priority for a specific project be changed, said request shall be routed through the local Information Systems Coordinator.
- d. **SIGNIFICANT SOFTWARE MODIFICATIONS.** The City of Springfield may choose to charge the City of Nixa for requested changes to the software. If the City of Springfield chooses to exercise this option, an estimate on the total cost to complete shall be given in writing to the City of Nixa prior to the commencement of work. The total costs due for said changes will be the actual costs to the City of Springfield for both employee labor at the employees labor rate, as well as any outside costs incurred directly for said project.
- e. **MISCELLANEOUS COSTS.** In the event of additional costs being incurred by the City of Springfield in reference to licensing that the City of Nixa holds, said costs shall be passed on at their original billed values.

**2. BILLING**

- a. **BILLING PROCEDURES.** The billing procedures shall be as follows.
  - 1. **ESTIMATE.** Upon execution of this Agreement and each January thereafter, the City of Springfield shall notify the City of Nixa of the estimated annual maintenance costs for the following year. Beginning with the initial estimate and each January thereafter, the estimated

costs may include adjustments for the following year as described in the Required Support Costs section above.

2. **JANUARY INVOICE AND PAYMENT.** The City of Springfield shall prepare an invoice for said support based on the total current number of licenses acquired and present said bill annually in January for payment within thirty (30) days from receipt of invoice.