

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 7  
Filed 03-20-18

Sponsored by Hosmer

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

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

COUNCIL BILL 2018- 077

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

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into Interlocal Agreements  
2 with Greene County and the City of Nixa for the purpose of  
3 establishing terms, conditions and responsibilities related to the  
4 Department of Justice, 2017 National Crime Statistics Exchange  
5 Implementation Award.  
6  
7

8 WHEREAS, on October 16, 2017, City Council passed City Ordinance 26961,  
9 authorizing the City Manager to accept the Office of Justice Program’s (“OJP”), 2017  
10 National Crime Statistics Exchange Implementation Award (“NCS-X grant”) and enter  
11 into a Cooperative Agreement with the OJP accepting \$411,772.00 to become a  
12 participant in the FBI’s Uniform Crime Reporting program; and  
13

14 WHEREAS, pursuant to terms of the Cooperative Agreement, the City received  
15 federal authorization to provide sub-awards to sub-grantees, the Greene County Sheriff  
16 Department (\$95,313.00) and the Nixa Police Department (\$159,697.00); and  
17

18 WHEREAS, the OJP has established reporting guidelines, performance  
19 measures, and reporting requirements; and  
20

21 WHEREAS, the parties seek to codify the amount of the awards to sub-grantees,  
22 and their pledges to comply with all such guidelines, performance measures and  
23 reporting requirements.  
24

25 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF  
26 SPRINGFIELD, MISSOURI, as follows, that:  
27

28 Section 1 – The City Manager, is hereby authorized to enter into Interlocal  
29 Agreements with, Greene County and the City of Nixa, in substantially the same form  
30 and content as set out in the attached “Exhibit 1” and “Exhibit 2,” for the purpose of  
31 establishing terms, conditions, and responsibilities with respect to the City and the sub-  
32 grantees; and, to do all things necessary to carry out the intent of the NCS-X grant.  
33

34            Section 2 – This Ordinance shall be in full force and effect from and after  
35 passage.

36  
37 Passed at meeting: \_\_\_\_\_

38  
39 \_\_\_\_\_  
40 Mayor

41  
42 Attest: \_\_\_\_\_, City Clerk

43  
44 Filed as Ordinance: \_\_\_\_\_

45  
46 Approved as to form: K. Sturby, Assistant City Attorney

47  
48 Approved for Council action: [Signature], City Manager

**EXPLANATION TO COUNCIL BILL 2018-077**

FILED: 03-20-18

ORIGINATING DEPARTMENT: Police

PURPOSE: To authorize the City Manager, or his designee, to enter into Interlocal Agreements with Greene County and the City of Nixa for the purpose of establishing terms, conditions and responsibilities related to the Department of Justice, 2017 National Crime Statistics Exchange Implementation Award.

BACKGROUND INFORMATION: On October 16, 2017, City Council passed City Ordinance 26961, authorizing the City Manager to accept the NCS-X grant and enter a Cooperative Agreement with the Department of Justice, accepting \$411,772.00, to become a participant in the FBI's Uniform Crime Reporting program. Pursuant to the Cooperative Agreement, The City of Springfield has secured the Federal authorization needed to administer sub-awards to sub-grantees, the Greene County Sheriff's Department and the Nixa Police Department, in the amounts of \$95,313 and \$159,697, respectively. The City Manager seeks the authority to enter into Interlocal Agreements with the sub-grantees, in substantially the form and content as "Exhibit 1," and "Exhibit 2" attached hereto.

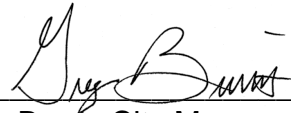
REMARKS: The Interlocal Agreements set out terms, conditions and responsibilities with respect to each grant recipient, City of Springfield and sub-grantees Greene County Sheriff's Department and the Nixa Police Department.

Submitted by:



Paul F. Williams, Chief of Police

Approved by:



Greg Burriss City Manager

## Exhibit 1

### INTERLOCAL AGREEMENT BETWEEN CITY OF SPRINGFIELD, MISSOURI, AND GREENE COUNTY, MISSOURI REGARDING: THE DEPARTMENT OF JUSTICE 2017 NATIONAL CRIME STATISTICS EXCHANGE (NCS-X) IMPLEMENTATION AWARD

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2018, by and between the County of Greene, acting by and through its governing body, the Greene County Commission, hereinafter referred to as "County," and the City of Springfield, acting by and through its governing body the City Council, hereinafter referred to as "City," both of Greene County, State of Missouri, witnesseth:

WHEREAS, this Agreement is made under the authority of City Council Ordinance 26961 which was approved October 16, 2017; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions described in this Agreement; and

WHEREAS, the City agrees to provide the County \$95,313, from the National Crime Statistics Exchange Implementation Award Program ("NCS-X"); and

WHEREAS, the City and County believe it to be in their best interests to reallocate the NCS-X funds.

NOW, THEREFORE, the County and City agree as follows:

Section 1. City agrees to pay the County a total of \$95,313 of the total NCS-X funds of \$411,772. The City's share is \$156,762, and the City of Nixa's share is \$159,697.

Section 2. County agrees to use the \$95,313 from the NCS-X award before the deadline set by the Office of Justice Program ("OJP").

Section 3. City hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions. The County hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions, including but not limited to the responsibilities and program guidelines mandated by the OJP and any other Federal mandates.

Section 4. Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services or acts or omissions by the other party.

Section 5. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 6. By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 7. The County hereby agrees to comply with any and all requirements of sub-awardees, including any Special Conditions and Civil Rights requirements. County will prepare a letter confirming this commitment and provide same to the City.

Section 8. The County agrees to provide a letter confirming it has complied with any required financial and administrative mandates associated with this sub-award.

CITY OF SPRINGFIELD, MISSOURI

GREENE COUNTY, MISSOURI

By: \_\_\_\_\_  
City Manager, Deputy, or Assistant

By: \_\_\_\_\_  
Presiding Commissioner

Attest:

By: \_\_\_\_\_  
Commissioner 1<sup>st</sup> District

By: \_\_\_\_\_  
Commissioner 2<sup>nd</sup> District

\_\_\_\_\_  
City Clerk

Attest:

Approved as to Form:

By: \_\_\_\_\_  
Greene County Clerk

\_\_\_\_\_  
City Attorney or Assistant City Attorney

Approved as to form:

**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 therefore.

By: \_\_\_\_\_  
Greene County Counselor

\_\_\_\_\_  
Director of Finance or Acting Director

**CERTIFICATE OF AUDITOR**

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 therefore.

\_\_\_\_\_  
Auditor Certification

## Exhibit 2

### INTERLOCAL AGREEMENT BETWEEN CITY OF SPRINGFIELD, MISSOURI, AND CITY OF NIXA, MISSOURI REGARDING THE DEPARTMENT OF JUSTICE 2017 NATIONAL CRIME STATISTICS EXCHANGE (NCS-X) IMPLEMENTATION AWARD

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2018, by and between the City of Nixa, acting by and through its governing body the City Council, hereinafter referred to as "City of Nixa," and the City of Springfield, acting by and through its governing body the City Council, hereinafter referred to as "City of Springfield," both of State of Missouri, witnesseth:

WHEREAS, this Agreement is made under the authority of City Council Ordinance 26961 was approved on October 16, 2017; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions describe in this Agreement; and

WHEREAS, the City agrees to provide the City of Nixa \$159,697, from the National Crime Statistics Implementation Program Award ("NCS-X"); and

WHEREAS, the City of Springfield and the City of Nixa believe it to be in their best interests to reallocate the NCS-X funds.

NOW, THEREFORE, the City of Springfield and the City of Nixa agree as follows:

Section 1. The City of Springfield agrees to pay the City of Nixa a total of \$159,697, of the total NCS-X funds of \$411,772. The City of Springfield's share is \$156,762, and Greene County's share is \$95,313.

Section 2. The City of Nixa agrees to use the \$159,697, from the NCS-X award before the deadline set by the Office of Justice Program ("OJP").

Section 3. The City of Springfield hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions. The City of Nixa hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions, including but not limited to the responsibilities and program guidelines mandated by the OJP and any other Federal mandates.

Section 4. Each party to this Agreement will be responsible for its own actions in providing services under this Agreement, and shall not be liable for any civil liability that may arise from the furnishing of the services, or acts or omissions by the other party.

Section 5. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 6. By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 7. The City of Nixa hereby agrees to comply with any and all requirements of sub-awardees, including the Special Conditions and Civil Rights requirements. The City of Nixa will prepare a letter confirming this commitment and provide same to the City.

Section 8. The City of Nixa agrees to provide a letter confirming it has complied with any required financial and administrative mandates associated with this sub-award.

CITY OF SPRINGFIELD, MISSOURI

CITY OF NIXA, MISSOURI

By: \_\_\_\_\_  
City Manager, Deputy, or Assistant

By: \_\_\_\_\_  
City Manager, Deputy, or Assistant

Attest:

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Clerk

Approved as to Form:

Approved as to form:

\_\_\_\_\_  
City Attorney or Assistant City Attorney

\_\_\_\_\_  
City Attorney or Assistant City Attorney

CERTIFICATE OF DIRECTOR OF FINANCE

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 therefore.

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 therefore.

\_\_\_\_\_  
Director of Finance or Acting Director

\_\_\_\_\_  
Director of Finance or Acting Director