# REPUBLIC

MISSOURI

GROWING TOGETHER

Exhibit S

**AGENDA ITEM STAFF ANALYSIS**

**Project/Issue Name:**    Bill #12-18  An Ordinance of the City Council of the City of Republic, Missouri, Authorizing and Directing the City Administrator to Enter into an Agreement with the City of Springfield, Missouri, for a Uniform System of Reporting Crimes, and to Create a Records and Data Sharing System for Police Records.  **SECOND READING**

**Submitted by:**    Mark F. Lowe, Chief of Police

**Date:**    January 23, 2012

## Issue Statement

Authorization to enter into an agreement between the City of Springfield, Missouri and the City of Republic, Missouri, for a uniform system of reporting crimes, and to create a records and data sharing system for police records.

## Discussion and/or Analysis

The Republic Police Department's current records management system has become outdated and fails to meet industry standards.  As a result, in 2010 the Police Department and the City of Republic began accepting proposals to replace the ITI (Information Technologies, Inc.) System that has been in place since the late 1990's.  During this time, the department became aware that the Springfield, Missouri, Police Department was in the process of replacing their records management system and they were actively working with "Niche" a Canadian Record Management System provider.  The Niche system has also been purchased by the Missouri State Highway Patrol and the Greene County Sheriff's Office is moving toward joining into an agreement with Springfield Police Department.  Several other local jurisdictions are anticipated to purchase this system as well.  This system, in use by multiple area departments, is anticipated to vastly improve the overall communications between departments by having current and historical criminal history information available area wide.

The Republic and Springfield Police Departments desire to enter into an agreement to have Republic sub-contract with the City of Springfield to build and maintain the Niche RMS.  This system will exceed our current standards for the reporting and collection of criminal information.  Individual licenses for sworn personnel will be purchased through the Springfield Police Department and a yearly maintenance fee paid to the City of Springfield.  Additional equipment may be purchased from independent sources.  Funds have been budgeted for this expense for 2012.

## Recommended Action

The Police Chief recommends the authorization for the City Administrator to enter into the Consolidated Police Records Management System (RMS) Agreement as outlined above.

## <u>AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE CITY OF SPRINGFIELD, MISSOURI, FOR A UNIFORM SYSTEM OF REPORTING CRIMES, AND TO CREATE A RECORDS AND DATA SHARING SYSTEM FOR POLICE RECORDS</u>

*WHEREAS*, the City of Republic, Missouri, is a municipal corporation and a constitutional charter city, duly organized and existing under the laws of the State of Missouri; and

*WHEREAS,* the City of Republic desires to enter into an agreement for a Consolidated Police Records Management System (RMS) with the City of Springfield; and

*NOW THEREFORE,* be it ordained by the City Council of the City of Republic, Missouri as follows:

**<u>Section 1.</u>** That the City Administrator is hereby authorized and directed to execute the agreement for a Consolidated Police Records Management System (RMS) on behalf of the City of Republic, Missouri, as attached item "1."

**<u>Section 2.</u>** That this ordinance shall be in full force and effect from and after the date of passage.

*PASSED AND APPROVED* at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2012.

_____
Brian C. Buckner, Mayor

Attest:

_____
Brenda Jackson, City Clerk

Approved for Council Action:_____, City Administrator

Approved as to Form:_____, City Attorney

Final Passage and Vote: _____

INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF SPRINGFIELD, MISSOURI, AND THE CITY OF
REPUBLIC, 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 Republic, a Missouri municipal corporation, hereafter "City of Republic". 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 Republic 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.

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 _____, 20__. 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 XIV., 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 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 thoseof 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:


       FOR THE CITY OF REPUBLIC:


       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 me 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.

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 through any cause, any agency shall fail to fulfill in 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 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 the other.

B.  Cancellation by City of Springfield or any Agency, no 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 for the current year of the contract.

C.  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.   **<u>Third Party Rights</u>**.  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.   **<u>Goodwill</u>**. Any and all goodwill arising out of this Agreement shall be shared equally by the City of Springfield and all of the parties.

XVIII.  **<u>Authority</u>**.  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.   **<u>Counterparts</u>**.  The Agreement may be signed in counterparts which, when taken together, shall be effective as if all signatures appeared on the same original document.


        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

By: _____
    Jim O'Neal, Mayor

Date: _____

By: _____
    Brenda Cirtin, City Clerk

Date: _____

Approved as to Form:

_____
Dan Wichmer, City Attorney

Date: _____

_____
Greg Burris, City Manager

Date:_____

**FOR THE CITY OF REPUBLIC:**

CITY OF REPUBLIC
a municipal corporation

By: _____
           Brian C. Bucker, Mayor

Date: _____


By: _____
           Brenda Jackson, City Clerk

Date: _____


Approved as to Form:


_____
Ron Dirickson, City Attorney

Date: _____

_____
Jim Krischke, City Administrator

Date:_____

# EXHIBIT A

To the Intergovernmental Agreement between the City of Springfield, Missouri and the City of Republic, 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:

Sherry Royal
Police Services Adminsitrator
City of Springfield, Missouri
321 E. Chestnut Expressway, Springfield, MO 65802
sroyal@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 REPUBLIC. 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 Republic.

Springfield will work with the City of Republic 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 Republic.  Springfield will keep the City of Republic informed of any 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.

| IMPLEMENTATION SCHEDULE FOR TASKS RELATED TO REPUBLIC SET UP | | |
|---|---|---|
| DATE | RESPONSIBLE PARTY | TASK |
| TBD | SPRINGFIELD AND REPUBLIC PD | Gather information on process and procedural differences |
| TBD | SPRINGFIELD IS AND NICHE | Create Republic domain in Niche |
| TBD | SPRINGFIELD AND REPUBLIC IS | determine connectivity options and setup |
| TBD | REPUBLIC PD | Request or Create specific forms and reports as necessary due to procedural differences |
| TBD | SPRINGFIELD  AND REPUBLIC IS | Begin remote testing with Republic |
| TBD | SPRINGFIELD PD | Administrator Training – Republic |
| TBD | SPRINGFIELD PD | User Training – Republic |
| 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:

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 Republic. 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 Republic's ISC to manage the project as well as actual services for all aspects of

implementing the RMS with the City of Republic.  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 Republic'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 Republic 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 REPUBLIC RESPONSIBILITIES:

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

2.  PROVIDE A COMMUNICATIONS LINK.  The City of Republic 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 Republic.  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.  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.

4. 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 Republic to implement the RMS.

5. USER ACCESS.  The Local ISC shall identify those employees of the City of Republic 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.

6. 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.

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

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

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

10. 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 l" to be established by the City of Springfield, and the Local ISC shall be responsible to ensure all users at the City of Republic adhere to the standards.

12. CHANGEOVER.  Once the City of Republic 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:

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 610.010 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 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 requestor shall be directed to the party that produced that data.

## MAINTENANCE AND SUPPORT SERVICES:

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 REPUBLIC.  The City of Springfield agrees to provide basic technical support to the City of Republic, 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 Republic, 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 Republic, 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 Republic, 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 Republic as described in Exhibit B.

# EXHIBIT B

To the Intergovernmental Agreement between the City of Springfield, Missouri and the City of Republic, 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 Republic 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 are able to use the software at no additional charge to the City of Republic.  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 Republic 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 Republic 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 Republic.

c. REQUIRED SUPPORT COSTS. The City of Springfield will provide all related support and software upgrade functions in leiu of a direct manufacturers maintenance agreement.  The City of Republic agrees to pay the required annual maintanence fee as stated in the contractual agreement between Niche and the City of Springfield (currently established at 20% of the total licnesing 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 Republic within thirty (30) days.The City of Republic 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 Republic 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 Republic for t 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 Republic 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 Republic 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. Beginning in _____2011 and each _____thereafter, the City of Springfield shall notify the City of Republic of the estimated annual maintenance costs for the following year. Beginning with the _____2012 estimate and each _____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.