MEMORANDUM OF UNDERSTANDING

BETWEEN

BOARD OF POLICE COMMISSIONERS AND CITY OF KANSAS CITY, MISSOURI

This Memorandum of Understanding ("MOU"), made as of this ___ day of ____ 2017, by and between the Board of Police Commissioners of Kansas City, Missouri ("Board"), the governing body of the Kansas City, Missouri Police Department ("Department"), and the City of Kansas City, Missouri ("City") (also referred to herein individually or collectively as "Party" or "Parties").

WHEREAS, the Board is established pursuant to Chapter 84 of the Revised Statutes of Missouri as a political subdivision of the State of Missouri; and

WHEREAS, the Board, also in accordance with section 84.460 and other sections of Chapter 84 of the Revised Statutes of Missouri, possesses the exclusive power to manage and control the Department; and

WHEREAS, the Board desires members of the Department to work with the City to implement this MOU and so directs Department members to do so; and

WHEREAS, the City is a municipality responsible for managing and controlling multiple departments and agencies; and

WHEREAS, the Board and City recognize that their authority cannot be delegated one to the other and that each must carry out their responsibilities for managing organizations and controlling their employees with complete independence; and

WHEREAS, nevertheless, the Department and City also recognize that in some instances it may be in the best interests of the Department, City and residents and visitors of the City of Kansas City, Missouri, for the Parties to collaborate for efficiency and economy; and

WHEREAS, information technology purchases and services can be more efficiently delivered to the Department and City if the City and Department enter into a MOU; and

WHEREAS, Article 6, Section 16 of the Missouri Constitution and Section 70.220, RSMo authorizes the City and the Department to cooperate with each other for a services, and

WHEREAS, for these reasons, the Parties enter into this MOU for the joint coordination of Information Technology resources including but not limited to: common services, maintenance, hardware, software, and training (collectively "IT Services and Products") utilized by the City and the Department. This collaboration between City and Department shall be referred to as the OneIT Initiative.

Now Therefore, the Parties agree as follows:

1. **Term of MOU**. The term of the MOU shall be for a period of ten years from the date of the last signature, and automatically renew every five years for five additional years. Either Party may terminate the MOU on written notice to the other Party provided however that the Parties agree that it may take multiple years to unwind the obligations in the MOU. Each Party shall make a good faith effort for a smooth transition for both Parties and the Parties agree to continue performance until each Party's needs and objectives are all met in an alternative way.

2. **Definitions**.
   a. Purchasing means anything obtained pertaining to Information Technology especially for money, consideration, or its equivalents, to include but not be limited to: Common services, maintenance, licensing, hardware, software, and training.
   b. Customer means employees of the City and Department, partners of City and the Department, other governmental or quasi-governmental organizations, citizens, and any other supported entities.

3. **OneIT Initiative Objective**. The Department and City shall jointly collaborate for purchasing, implementation and use of goods and services pertaining to Information Technology resources to achieve efficiencies and savings by:
   a. Developing common standards for equipment and software of the Department and City;
   b. Cross training employees of the Department and City to provide backup support to the other;
   c. Collaborating on purchasing to achieve savings through increased buying power; and
   d. Co-locating joint work teams of City and Department personnel to share facilities.

4. **OneIT Initiative Performance Outcomes.** The Department IT Leader and City IT Leader shall collaborate to meet the OneIT Initiative Objectives and Performance Outcomes which shall include:
   a. Improving Information Technology service delivery to its customers;
   b. Leveraging the combined purchasing power of the City and Department to save money and improve performance outcomes; and
   c. Meeting public and private IT performance standards for providing IT services to its customers.

5. **Joint Advisory Committee**. The Department and City agree to jointly create the OneIT Joint Advisory Committee ("Committee") to review, advise, and approve aspects of the OneIT Initiative. The Committee has jurisdiction to explore any and all aspects of information technology of both the City and the Department.

   a. **Representatives**. The Committee shall consist of two representatives appointed by the Chief of Police and two representatives appointed by the City Manager. The Committee shall approve all recommendations on behalf of the OneIT Initiative made by the City IT Leader and Department IT Leader.

      i. If the Committee agrees with any recommendation, it will be forwarded to the appropriate Party for final approval.

      ii. If the Committee disagrees with a recommendation, the Committee will submit the issue to the City Manager and Chief of Police to resolve.

      iii. If the City Manager and Chief of Police are unable to resolve the issue, the City Manager and Chief of Police may recommend a Party hire an outside expert to review and advise on the issue.

   b. **Votes.** The Committee shall operate by consensus whenever possible. If there is a tie vote, the City Manager and Chief of Police shall meet and confer.

   c. **Meetings**.

      i. The Committee shall meet as necessary, but no less than monthly in the first year.

      ii. The City Manager and Chief of Police shall meet semi-annually to discuss the progress of the OneIT Initiative.

6. **Personnel.**

   a. **Supervision and Control.** The Parties agree that their respective employees shall not be considered employees, agents or members of the other Party. Each Party is responsible for their own employees, including, the sole power to appoint, dismiss employ, and control their respective employees. Each Party's members are responsible for complying with their respective agency's policies, procedures, regulations, standards, and guidelines. Each Party is responsible for their respective employees' conduct, and supervision, including evaluation and discipline. Both Parties shall report to the other Party any employee's failure to properly and correctly implement the OneIT Initiative assignments and the other Party will address the issue with their employee.

i. Each Party shall require its employees to report any violations of any human resources policy in accordance with the policy. In the event the accuser and accused employees work for each of the Parties, the human resources department/division of the accuser's Party will notify the accused's Party, so the Parties can work together to remedy the issue. The Party of the accused employee shall conduct the investigation in accordance with the accused's Party's policies and procedures. The Parties shall cooperate with each other in any internal investigation, including requiring the cooperation of their employees, and shall protect confidential information obtained during such investigation to the maximum extent allowed by law.

7. **Contracts**.
   a. **New Contracts**. Prior to purchasing or soliciting a contract for IT Services and Products, the Department and City IT leaders will evaluate the IT Services and Products for opportunities in standardization, efficiencies, and cost savings presented by consolidating separate contracts of the City and Department. The City and Department IT Leaders will work together on making recommendations or presentations to the Committee.
   b. **Renewals**. Prior to entering into a renewal of a contract for IT Services and Products, the Department and City IT leaders will evaluate the IT Services and Products for opportunities in standardization, efficiencies, and cost savings presented by consolidating separate contracts of the City and Department and making recommendations or presentations to the Committee.

8. **One IT Initiative Funding.**
   a. The City shall establish the One IT Fund in the City Budget which combines the total budgeted funds of City and the Department for all City and Department mutually agreed to and designated common IT related services, hardware, licensing, software, training, and maintenance. The Department and City shall allocate all savings achieved by the One IT Initiative into the One IT Fund for IT uses. All unspent One IT Funds shall be rolled over into the next Fiscal year.
   b. The City and Department shall prioritize projects after evaluating common IT related services, hardware, licensing, software, training, and maintenance and any other items recommended by the City and Department IT Leaders.

9. **Location of Employees.** The City and the Department shall co-locate Department employees and City employees who are working as teams for the One IT Initiative.

10. **Badges.** The City and Department will implement a joint badge that will allow City and Department IT employees to enter and access designated facilities controlled by the City or the Department. All respective employees must meet any security and/or background checks of the other agency prior to issuance of a badge.

11. **Background Checks**. The Department will complete all necessary background checks of all OneIT Initiative employees for both the Department and the City to make sure federal and state guidelines are followed for access to materials. All employees of the Department and City's IT shall be CJIS certified and all Department employees and City IT employees must maintain CJIS certification.

12. **Release of Information.**
    a. The records and data of the originating Party shall remain the records of the originating Party. Each Party shall be the sole custodian of records and data under all applicable laws and neither Party shall release the other Party's records or data. If a Party views or receives records of the other Party, each Party shall continue to protect the confidentiality of the other Party's records. Each Party agrees that the other Party does not authorize the release of data and/or records created by the other Party.
    b. If a City's employee receives or views records or data of the Department, the City's employee has a duty to not further release that information to other City employee's or outside parties, and the same applies to Department employees.
    c. If a Party believes that it has a duty to release records or data received from the other Party, such Party will not release the information until proper written notification has been provided to the other Party and the other Party has a reasonable opportunity to address the matter in accordance with the law.

13. **Defense and Indemnification**. The Department and City shall not assume any liability for the acts or omissions of the other Party to this MOU, its officers or employees.

14. **Modification**. This MOU shall not be amended, modified, or canceled without written consent of the City and the Department.

15. **Governing Law**. This MOU shall be construed and governed in accordance with the laws of the State of Missouri. The City and the Department submit to the jurisdiction of the 16th Circuit Court of Jackson County, Missouri with venue at Kansas City.

16. **Notice.** Any notices or other communication required or permitted to be given hereunder must be in writing and will be deemed given three (3) days after posting in the United States mail, regular mail, postage prepaid, or upon receipt by personal or facsimile delivery, addressed to:

If to City: City Manager
414 E. 12th Street, 4th Floor
Kansas City, Missouri 64106

With a courtesy copy to the City Attorney
414 E. 12th Street, 28th Floor
Kansas City, Missouri 64106

If to KCPD: Chief of Police
1125 Locust
Kansas City, Missouri 64106

With a courtesy copy to the Office of General Counsel
1125 Locust
Kansas City, Missouri 64106

17. **Warranty**. The Parties warrant that each has authority to enter into this MOU and that all necessary approvals have been given.

18. **Incorporation**. This Agreement incorporates the entire understanding and Agreement of the Parties.

19. **Criminal Justice Information Systems (CJIS).**
    a. **The Policy.** The essential premise of the CJIS Security Policy (Policy) is to provide appropriate controls to protect the full lifecycle of Criminal Justice Information (CJI), whether at rest or in transit. To fulfill these goals, the Policy provides guidance and rules for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI. The Policy applies to every individual and public and private entity with access to, or who operates in support of, criminal justice services and information. The Policy integrates presidential directives, federal laws, Federal Bureau of Investigation's directives, the criminal justice community's APB decisions, along with nationally recognized guidance from the National Institute of Standards and Technology. The Policy is presented at both strategic and tactical levels and is periodically updated to reflect the security requirements of evolving business models. The Policy features modular sections enabling more frequent updates to address emerging threats and new security measures. Any compromise of CJIS Regulations is considered a violation of the Federal Information Security Management Act of 2002 and must be reported to the Department of Justice.

b. Implementation. The City and Department shall comply with the CJIS Policy.

For the Board of Police Commissioners of Kansas City, Missouri:

By: _____

Title: Chief of Police

Date:_____

APPROVED AS TO FORM:

By _____

   Associate General Counsel

Approved by Board on (Date):_____

For the City of Kansas City, Missouri:

By: _____

Title: City Manager

 Date:_____

APPROVED AS TO FORM:

By _____

   Assistant City Attorney

Approved by Council on (Date):_____

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