



**PURCHASING ITEM
FOR
COUNCIL AGENDA**

1. Agenda Item Number:

35

2. Council Meeting Date:

October 23, 2014

TO: MAYOR & COUNCIL

3. Date Prepared: September 25, 2014

THROUGH: CITY MANAGER

4. Requesting Department: Police

5. SUBJECT: Law enforcement staffing analysis and data-mining subscription.

6. RECOMMENDATION: Recommend approval of the sole source agreement to purchase law enforcement staffing analysis and data-mining subscription from Corona Software, Inc., dba Corona Solutions in an amount not to exceed \$154,719.00, for a three-year term.

7. HISTORICAL BACKGROUND/DISCUSSION: The Police Department is requesting the purchase of the staffing analysis and police incident "data-mining" subscription for a three-year service period using asset forfeiture funds. A three-year service agreement entitles the Chandler Police Department to a \$6,300 discount over a year-to-year purchase. This product is specific to law enforcement and is available only through Corona Solutions.

"Deploy" is a police staffing analysis tool that provides analytical capabilities based on a number of elements to include City geography, service time demands, and response times while factoring in existing staffing constraints (i.e. number of authorized positions.) This tool will help Chandler PD to determine staffing efficiencies and deficiencies as well as forecast future staffing needs.

"Discover" is a data-mining tool that grants easy access to the Department's reported crime data, provides extensive search capabilities, and allows for the generation and delivery of a large variety of reports. Additionally, this product analyzes the types of calls coming in to the Chandler PD. This product can be programmed to automatically notify designated police personnel of the activities in their assigned areas. These notifications may occur within minutes of the criminal occurrence.

Overall, these products would harness the large amounts of data acquired through the Department's computer-aided dispatch system. This data can then be used to conduct useful and timely analysis of officer activity as well as criminal activity throughout the City.

8. EVALUATION PROCESS: Corona Solutions is the sole provider for the Deploy staffing analysis tool and the Discover data-mining tool. These products are unique in that they are Internet-based and automatically discover emerging problems and electronically notify the appropriate agency. Additionally, no other tool is available that considers total workload, operational goals, and multiple agency constraints or uses genetic algorithms to optimize shift scheduling and loading.

Scottsdale Police Department, Tempe Police Department, San Angelo (TX) Police Department, and Nashville (TN) Police Department have recently purchased the Corona Solutions tools through sole source designations.

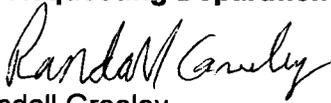
Staff has researched other known products specific to law enforcement and found that none provide all of the elements of Corona's products. Staff recommends the sole source purchase of these tools from Corona Software.

9. FINANCIAL IMPLICATIONS: Funding for this purchase is available in the amount of \$154,719.00 in account 202-2010-6320 (Forfeiture Fund-Police Administration-Other Equipment).

10. PROPOSED MOTION: Move to approve the sole source agreement to purchase law enforcement staffing analysis and data-mining subscription from Corona Software, Inc., dba Corona Solutions in an amount not to exceed \$154,719.00, for a three-year term.

APPROVALS

11. Requesting Department



Randall Greeley
Police Planning & Research Manager

12. Department Head



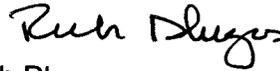
Sean Duggan
Chief of Police

13. Procurement Officer



Carolee Stees, CPPB

14. City Manager



Rich Dlugas

SERVICE AGREEMENT BETWEEN THE CITY OF CHANDLER AND CORONA SOFTWARE INC.

This Agreement made this _____ day of _____, 2014 between Corona Software Inc., dba Corona Solutions, a Colorado corporation with offices at 4610 S. Ulster St. Suite 150, Denver, Colorado 80237, hereafter referred to as the ("Company") and the City of Chandler ("City"), an Arizona Municipal Corporation, collectively referred to as the ("Parties").

I. Description of Services

Ops Force, hereafter referred to as the "Service", is an Internet-based service and licensed software product offered by the Company to the City for the purpose of receiving and processing data files of the City as requested. The parties agree that the Company shall not undertake any services unless specifically requested by the City. The Company shall provide the scope of work set forth in Attachment A.

My Neighborhood Update is a free service available to any Ops Force client, which allows the client to publish CAD incident data to the public via online mapping software. The City is responsible for selecting which event codes will be published to the public. The City is not required to publish any data to the public; however, should they choose to use the My Neighborhood Update service, they must fill out and sign the My Neighborhood Update Agreement, attached to this document as Attachment B. If Attachment B is left blank, this will signify the City has chosen not to utilize My Neighborhood Update at this time. The City may choose to add this service at any time during their relationship with the Company.

II. Term of Service

The term of this Agreement shall commence upon execution of this Agreement on October _____, 2014 and shall continue thereafter for a period of three years unless terminated earlier pursuant to Section IX. of this Agreement.

III. Privacy and Security

The Company shall use its best efforts to maintain the privacy and security of the City's data, including the following:

- A. The Company shall maintain the Service on a secure site, using a Secure Socket Layer (SSL) to guard against unauthorized access.
- B. The Company shall limit access to the City's data to those employees, contractors and other individuals associated with the Company who are necessary to provide the Service to the City.
- C. The Company shall make the City's data available to any additional individuals specified by the City.
- D. The Company may, from time to time, at its sole discretion, implement additional security measures to maintain the privacy and security of the City's

data. The existence and configuration of these additional security measures comprise confidential information to the Company and will not be released to the City or the public.

- E. The Company will not release any data, reports, graphs of data, or any other information relating to the City, to any person or entity without the City's prior written permission.

IV. Mutual Indemnification

The Company agrees to defend, indemnify, and hold harmless the City, its officials, employees, and agents from all loss, cost, and expense, which shall include attorneys' fees and court costs, arising out of any loss or injury sustained by anyone in connection with Company acts, errors, or omissions, or any of those of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and the Company shall pay for any and all damages to City's property and funds, or loss or theft of such property or funds, as well as any product or service, financial injury or technology-related injury. The Provisions of this Article do not apply to any damage or loss caused solely by the acts, errors, or omissions of the City, its officials, and employees.

The City agrees to defend, indemnify, and hold harmless Company, its officers, employees, and agents from all loss, cost, and expense, which shall include attorneys' fees and court costs, arising out of any loss or injury sustained by anyone in connection with the City's acts, errors, or omissions, or any of those of its officers, agents, or employees, and shall pay for any and all damages to Company property and or loss or theft of such property or funds as well as any product or service, financial injury or technology-related injury. The Provisions of this Article do not apply to any damage or loss caused solely by the acts, errors, or omissions of the Company, its officers, employees, or agents.

V. Liaison

The City will designate in writing one Liaison person as the primary contact and one Liaison person as a secondary contact between the City and the Company. The Liaison will be responsible to:

- A. Facilitate data transfer to the Company
- B. Manage additions/deletions to the list of authorized users
- C. Receive statements from the Company
- D. Send requests for service changes to the Company

VI. Support Services

The Company agrees to provide Internet and telephone technical support to the City while this Agreement is in effect between the Company and the City. This technical support includes assisting the City with difficulties encountered in the installation or operation of the Software and providing to the City copies of all new versions and updates of the Software.

VII. Availability

The Company shall use its best efforts to maintain and operate the Service to accommodate the City at all times during the term of this Agreement. The Company shall not be responsible for the unavailability of Internet access beyond its control.

VIII. Pricing and Payment Terms

The City agrees to pay an annual data service fee in advance that provides maintenance and support for a period of one year from the date the Service commences or renews, as set forth on Schedule A to this Agreement (See Attachment A). Payment will be due within thirty (30) days of contract signing and invoicing. The City is responsible for any applicable taxes and/or fees.

IX. Termination

This Agreement may be terminated by either party by providing written notice thirty (30) days prior to termination to the other party subject to the following conditions:

- A. If there is a material breach of the terms of this Agreement by the Company, the City may request that the Service be terminated immediately. If such occurs, then the Company will refund any amounts paid by the City for unused services pro-rated based on the date of termination. If the termination occurs while the City is in arrears for payment of services, then the City will pay the company the amount necessary to bring the account current as of the date of termination.
- B. If there is a material breach of the terms of this Agreement by the City, the Company may immediately terminate service to the City. In the event of such termination, the City agrees to pay the Company as follows:
 1. If the termination of the service is within one year of the initiation of service by the Company to the City, the City agrees to pay the full amount of the annual fee as set forth on Schedule A to this Agreement (See Attachment A).
 2. If the termination of service by the Company under this section is later than one year from the date the Service commenced, the City agrees to pay an amount equal to one month of service to be determined by pro-rating the annual contract amount.
 3. Upon termination, for any reason whatsoever, or expiration of this Agreement, the City shall immediately return to the Company all copies of the Software and the Documentation (related to use of the Software), and destroy or erase all copies of the Software or Documentation on hard drives or hard disks. Furthermore, the City agrees to make certain that all copies of the Software have been destroyed, erased, or returned to the Company and to certify such in writing to the Company.

X. Renewal

No later than ninety (90) days prior to end of the first service year, the Company will provide to the City an estimate for the expected cost for the next service year contracted.

No later than ninety (90) days prior to the termination of this Agreement, the Company will provide to the City an estimate for the expected cost for retention of the Service for the next year. If the City chooses not to extend the Service, the City will provide written notice of its intent not to renew this Agreement to the Company no later than fifteen (15) days prior to the termination of this Agreement. If the Company is so advised, then the Service will terminate on the anniversary date or another date as agreed to by the Company and the City, and all charges for and access to the Service will cease. If the City does not provide written notice within the time specified, this Agreement shall automatically renew for an additional one year period at the rate provided by the Company to the City under this Section.

XI. Discontinuance of Service

If the Company decides to discontinue the Service as a line of business, the Company will notify the City as soon as practical, but in no case less than ninety (90) days prior to the cessation of service. As of the date of termination of the Service under this section, the Company will refund any unused portion of the annual contract fee for the Service to the City. If the Service is provided at any time during a calendar month, then the Service will be considered to have been provided for the entire calendar month.

At the termination of the Service to the City, all of the City's data will be deleted from the Company's active servers. The Company will maintain an archive of the data for a period of twelve (12) months unless specifically directed in writing to destroy the data by the City.

Upon termination, for any reason whatsoever, or expiration of this Agreement, the City shall within thirty (30) days return to the Company all copies of the Software and the related Documentation, and destroy or erase all copies of the Software or Documentation on hard drives or hard disks. Furthermore, the City agrees to make certain that all copies of the Software have been destroyed, erased, or returned to the Company and to certify such in writing to the Company.

XII. Copyright

The parties acknowledge that the Software, which is copyrighted, is the sole and exclusive property of the Company and constitutes a trade secret of the Company.

The City and associated agents agree not to sell, transfer, publish, disclose, or otherwise make the Software available to third parties. The City agrees to instruct the City's employees of the City's confidentiality obligations pursuant to this Agreement. The City shall take all reasonable steps to protect the confidentiality of the Software. The City's obligation as to the confidentiality of the Software shall survive the termination of this Service Agreement.

XIII. Disclaimers

THERE ARE NO WARRANTIES, CLAIMS, OR REPRESENTATIONS MADE BY THE COMPANY, EITHER EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, WITH RESPECT TO THE SERVICE AS TO QUALITY, PERFORMANCE, MERCHANTABILITY, COMPLETENESS, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE.

Some states or jurisdictions do not permit the disclaimer of implied warranties, so this disclaimer may not apply. In states or jurisdictions that prohibit disclaimer of implied warranties except as to duration, the implied warranty disclaimers in the paragraph are effective upon the expiration of ninety (90) days.

XIV. Miscellaneous

This Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

The relationship of the parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement will be construed (i) to give either party the power to direct and control the day-to-day activities of the other, (ii) to constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (iii) to allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to re-negotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded, and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them.

No modification of, or amendment to, this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless it is in writing and is signed by the party to be charged. The failure by either party to enforce any rights hereunder shall not be construed as a waiver of any rights of such party.

In the event of any arbitration or litigation being filed or instituted between the parties concerning this Agreement, the prevailing party will be entitled to receive from the other party or parties its attorneys' fees, witness fees, costs and expenses, court costs and other reasonable expenses, whether or not such controversy, claim or action is prosecuted to judgment or other form of relief.

If the performance of this Agreement or any obligations (other than payment obligations) hereunder is prevented, restricted or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, order, proclamation, regulations, ordinance, demand or requirement of any government agency, or any other act or condition beyond the reasonable control of the parties, the party so affected upon giving prompt notice to the other party shall be excused from such performance during such prevention, restriction or interference.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Arizona and the United States of America. The venue of any action brought hereunder shall be in the Superior Court for Maricopa County.

Notice by any party under this Agreement shall be in writing and personally delivered or given by registered or certified mail, overnight courier, or facsimile transmission to a machine located at the address, addressed to the other party at its address given herein, or at any such other address as may be communicated to the notifying party in writing, and shall be deemed to have been received when delivered (in the case of overnight courier, personal service or facsimile transmission (as evidenced by a confirmation receipt) or, three business days after deposit into the U.S. Mail (if sent by registered or certified mail).

IN WITNESS HEREOF the parties hereto have executed this Agreement on the day and year first above written by having their signatures affixed below:

CITY OF CHANDLER

CORONA SOFTWARE, INC.

Mayor



Company Representative

Approved As To Form:

City Attorney  _____

Attest:

City Clerk _____

Attachment A
Schedule A
Payment Schedule

	Total
Ops Force Annual Service Fee – First Year	\$46,773.00
Setup Fees (Installation, Training, Project Management)	\$19,800.00
Ops Force Annual Service Fee – Second Year	\$44,073.00
Ops Force Annual Service Fee – Third Year	\$44,073.00
Total	\$ 154,719.00

Item 1: City may upload unlimited historical data for use in Ops Force; any and all CAD data from the current CAD system can be uploaded. **There will be no charge for loading and managing four years of historical data, plus the current year. 2010 data will be deleted on January 1, 2015 with the intent of carrying four complete years plus the current year of data.** Should the City choose to carry more than four calendar years of historical data they may do so by contracting for these incidents at \$.02 per incident, per year of additional historical data.

Item 2: Data Service charges are incurred for CAD data uploaded to Corona Solutions from the Initiation of Service forward.

Item 3: Estimated renewal based on incident count = \$44,073.28.

Item 4: The City is responsible for any taxes and/or fees.

Attachment B

Addendum A
My Neighborhood Update

At no additional charge, Chandler Police Department may use the optional My Neighborhood Update™ feature upon the understanding and agreement that the City is responsible for choosing which call types are to be displayed to the public, as well as how those call types are publicly classified.

The City permits the Company to display call for service information on the public mapping site, given the following parameters:

(Mark boxes with desired features and enter any information needed in the space provided.)

Event location indicated directly on house/building (Location address will always be displayed as a 100 block.)

OR

Event location indicated on center-line of street (Location address will always be displayed as a 100 block.)

Access to Google Street View

Total number of cars arriving on scene

Total service time spent on event

Agency contact phone number: _____

Agency contact email address: _____

SIGNED FOR THE CITY:

Signature

Printed

Date