



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA**

**1. Agenda Item Number:**

**36**

**2. Council Meeting Date:**

October 23, 2014

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** September 18, 2014

**THROUGH: CITY MANAGER**

**4. Requesting Department:** Police

**5. SUBJECT:** Purchase of crime analysis software and embedded analyst services

**6. RECOMMENDATION:** Recommend approval of the sole source purchase of crime analysis software and embedded analyst services from Bair Analytics, Inc. in an amount of \$92,270.

**7. HISTORICAL BACKGROUND/DISCUSSION:** The BAIR Analytics agreement gives the Crime Analysis and Research Unit the ability to meet the Chandler Police Department (CPD) direction for proactive and predictive analytics. This agreement supports practical CPD crime analysis functionality for strategic, operational, tactical, and administrative crime analysis to include spatial and temporal analysis for both long and short term analytical projects. The agreement includes an embedded police crime analyst for a one year term and provides data services necessary to meet this objective.

The embedded pattern analyst will provide training in advanced analytical techniques and methodologies to existing crime analysis and research unit staff. This training will be incorporated into the everyday production of crime analysis products such as recognizing and disseminating crime trends and patterns, creating and disseminating crime bulletins, producing statistical reports, and crime suppression meeting documents.

Data services include an automated data feed of crime reports and calls for service data into our current BAIR Analytics software, Automated Tactical Analysis of Crime Workstation. This increases product functionality while offering the unique feature of an embedded analyst to provide the training and consulting on the software and how it can best be utilized with existing Chandler Police Department systems.

**8. EVALUATION PROCESS:** The Police Department currently owns Bair Analytics, Inc. crime analysis products. Because Bair Analytics, Inc. is the sole manufacturer and distributor of this crime analysis software, they are the only source to provide it along with the embedded analyst services to train Chandler staff on how to properly use the Bair Analytics products to be able to determine crime patterns and teach advanced analytical techniques.

**9. FINANCIAL IMPLICATIONS:** Funding for this purchase is available in the amount of \$92,270 in account 101.2050.5219 (General Fund-Police Planning & Research-Professional/Contract Services).

**10. PROPOSED MOTION:** Move to approve of the sole source purchase of crime analysis software and embedded analyst services from Bair Analytics, Inc. in an amount of \$92,270.

**APPROVALS**

**11. Requesting Department**

Candace Hammond, Crime Analysis Supervisor

**13. Department Head**

Sean E. Duggan, Chief of Police

**12. Procurement Officer**

Carolee Stees, CPPB

**14. City Manager**

Rich Dlugas



SERVICES AGREEMENT BETWEEN THE CITY OF CHANDLER  
AND BAIR ANALYTICS

This Services Agreement (the "Agreement"), dated as of October \_\_\_\_\_, 2014 (the "Effective Date"), is entered into between BAIR Analytics, Inc. with its principal place of business at 640 Plaza Drive, Suite 340, Highlands Ranch, Colorado 80129 (hereinafter "FIRM") and the City of Chandler through its Police Department with its principal place of business at 250 East Chicago Street, Chandler, Arizona, 85225 (hereinafter "City"), collectively referred to as (the "Parties).

WHEREAS FIRM is in the business of providing analytical software and services dedicated to providing public safety, national security and defense entities the innovative tools and subject-matter expertise needed to identify, analyze and resolve problems created by the actions of offenders and their networks that threaten citizens and communities; and

WHEREAS City as a municipal corporation through its police department, utilizes FIRM's products in its law enforcement efforts; and

WHEREAS City has determined it would be in City's best interest to have dedicated full-time crime analysts and technical personnel to support its law enforcement efforts; and

WHEREAS FIRM and City wish to enter into an agreement pursuant to which FIRM will arrange with such crime analysts and technical personnel for them to provide their services to City;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, FIRM and City agree as follows:

1. SERVICES PROVIDED UNDER STATEMENT OF WORK. For any analysts/technical personnel who will be performing services for City pursuant to this Agreement, FIRM will issue and City will execute a Statement of Work in the form attached as Appendix A hereto referencing its incorporation of the terms and conditions of this Agreement and stating the name(s) and the payment rate(s) and/or Fee for the personnel, duration of services, brief description of project, authorization of additional costs beyond the payment rate(s) (such as travel, parking, drug testing), and any other terms to which FIRM and the City may choose to agree. In the event of a conflict between the terms of this Agreement and the terms of any Statement of Work, the terms of this Agreement shall control unless the Statement of Work specifically (and not generally) identifies the conflicting terms in this Agreement and explicitly states that such terms shall not apply, but shall instead be superseded by the Statement of Work. The Statement of Work will be signed by an authorized representative of City. Upon expiration of a Statement of Work, to the extent that any services performed by one or more analysts/technical personnel are thereafter provided on the same or a different project, they shall be provided under the terms of this Agreement.

2. BILLING AND PAYMENT. FIRM will bill City through invoices issued to City in arrears on a monthly basis with one-twelfth (1/12) of the Fee, along with such other associated costs, as approved by City. City will pay FIRM within thirty (30) days from the date of such invoice, unless some other time has been agreed to in the Statement of Work, according to the rates and terms of the Statement of Work; provided, however, that FIRM may inform City that some period less than thirty (30) days shall be allowed for payment where City is delinquent in payment of any sum due FIRM, or City's previous payment record or financial condition so warrants in the opinion of FIRM. Any late invoicing by FIRM shall not affect the obligation of the City to pay for the services covered by that invoice.



3. ACCEPTANCE OF SERVICES. City's project manager or other agent shall review at regular intervals the time records and work product of analysts and/or technical personnel. City's approval of such time records (including, but not limited to, costs of any applicable overtime rates, travel, per diem and other costs stated thereon) and/or work product shall be deemed granted unless City provides notice to FIRM of some objection to the time records or work product of the analysts and/or technical personnel. Acceptance by City shall not be unreasonably withheld and any refusal to accept shall be noted on the time record for the relevant period, with a written explanation of the reasons that the work was not acceptable and failure to so note such refusal shall constitute acceptance. Nothing herein shall eliminate City's obligation to pay FIRM for any services provided by analysts/technical personnel which City has approved by some other means.

4. ABILITY TO PAY. City warrants that it is able and willing to pay for the services of analysts/technical personnel providing services under this Agreement.

5. ANALYSTS/TECHNICAL PERSONNEL NOT EMPLOYEES OF CITY. FIRM and City agree that for purposes of FICA, FUTA and income tax withholding, as well as for purposes of any pension plan or health benefit plan maintained by City for its own employees; the analysts/technical personnel supplying services under this Agreement are not employees of City. As such, said analysts/technical personnel shall be provided insurance (including, but not limited to unemployment and workman's compensation) by the FIRM or be self-insured as an Independent Contractor.

6. DUTIES OF CITY. City will ensure that a safe and professionally appropriate work environment is provided for use by the FIRM and its analysts/technical personnel onsite at the Chandler Police Department and any ancillary location those onsite analysts/technical personnel would be assigned in order to execute the necessary support under the terms of this Agreement.

City will make available appropriate workstation, office equipment and access (both facility and data) necessary to perform the tasks assigned as part of the Crime Analyst Services being provided by onsite analysts/technical personnel. The Chandler Police Department will provide a work schedule for the analysts/technical personnel that reasonably conforms to accepted office hours, and provide sufficient notice to the BAIR PM should additional hours, schedule change or shift work be operationally necessary.

The Chandler Police Department will provide an onsite Technical Point of Contact (TPOC) to whom the analysts/technical personnel will report to for work assignments or customer-required accountability. Additionally, Chandler Police Department will provide an Administrative Point of Contact (APOC) who will be the primary resource for management aspects of the contract (invoicing, contract modifications/renewals). Chandler Police Department may choose to divide the duties above amongst multiple parties or to one central Technical and Administrative Point of Contact (TAPOC).

7. EMPLOYMENT OR CONTRACTING OF PERSONNEL. During the period covered by any Statement of Work and extensions thereof pursuant to this Agreement, or when City is provided with the name of any analysts/technical personnel, but determines not to use the services of such personnel so that no Statement of Work is written covering that personnel, and for twelve months thereafter, City will not directly or indirectly, other than through FIRM, solicit for hire, contract with, or engage or receive the services of, any analysts/technical personnel located by FIRM for City.

8. DUTIES AND SUBSTITUTION OF ANALYSTS/TECHNICAL PERSONNEL. FIRM will locate analysts/technical personnel for City according to the qualifications, experience, and project requirements set forth by City and given to FIRM. All personnel will be subject to police department clearance and approval including interview, background investigation and polygraph. The work to be performed by the analysts/technical personnel providing services under this Agreement shall be set out by City and stated in



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the Statement of Work. The analysts/technical personnel shall report the results of the work, to the extent required by City, to City's Project Manager or other designated official, but the primary control over such personnel shall be exercised by FIRM or, in the case of such personnel who is a valid independent contractor, by that personnel itself. Because City has the opportunity to interview all analysts/technical personnel located by FIRM prior to their commencement of any services for City, FIRM shall have no liability to City if such personnel are determined by City not to meet its requirements and City shall not be relieved of making payments to FIRM for the services provided by such personnel up to the time that they are terminated in accordance with this Agreement.

9. NOTICE OF TERMINATION OF SERVICES. City agrees to notify FIRM prior to its termination of any services of the analysts/technical personnel covered by this Agreement regardless of whether such termination comes before, is coincident with, or follows the duration date set forth in a written Statement of Work covering such services. If any analysts/technical personnel providing services under this Agreement has terminated the relationship with FIRM, and whether or not such termination is in violation of such personnel's agreement with FIRM, FIRM shall notify City of such termination within three days of receipt of notice from such personnel.

10. INTELLECTUAL PROPERTY RIGHTS. City agrees that all material, documentation, deliverables and other tangible expressions of information including, but not limited to, software programs and software documentation, designs, technical data, formulae, and processes, whether in final production or draft, which result from any work performed by any analysts/technical personnel providing services under this Agreement and all rights, title and interest, including any copyright, patent rights and all other intellectual property rights, shall belong exclusively to FIRM unless some other arrangements have been agreed to by both parties in writing.

11. CONFIDENTIALITY. FIRM agrees that it will not disclose to any party any information learned by it which has been clearly marked "Confidential" by City, except as such disclosure is necessary on an individual basis to analysts/technical personnel whom FIRM has located for City. City may request the analysts/technical personnel covered by this Agreement to execute a separate agreement not to disclose the City's confidential information. City shall not request of the analysts/technical personnel providing services under this Agreement any information regarding the rate(s) and other terms of remuneration agreed to between FIRM and such analysts/technical personnel, nor shall City induce such analysts/technical personnel to provide such information. This Agreement is subject to Arizona Public Records Law, A.R.S. § 39-121, et. Seq. As Firm may consider such information to be "Confidential", City agrees to notify Firm of any public record request and Firm will have up to five (5) days to obtain an order in Maricopa County Superior Court prohibiting disclosure of Confidential documents.

The City will not initiate, support, represent or defend, or be responsible for any legal action to prevent disclosure of any Confidential Information or other information provided by FIRM whether marked Confidential or not. Nor will City be liable for attorneys' fees and/or any other costs or expenses of any nature whatsoever in directly or indirectly asserting or directly or indirectly defending the right of FIRM to keep any Confidential Information from public disclosure pursuant to the Arizona Public Records Law.

12. LIABILITY AND INDEMNIFICATION. FIRM shall not be liable for any damages whatsoever caused by any acts or omissions beyond its control or not due to its fault. In the event that FIRM performs or omits to perform any act which may support a claim for liability or for indemnification by City, City shall give prompt written notice to FIRM upon its initial receipt of information that could reasonably support such claim. FIRM shall have the right to defend, or cause City to defend, any claim for indemnification and City shall extend reasonable cooperation in connection with such defense, which shall be at FIRM's expense. FIRM or its designated representative shall also have the sole right to settle any such claim for indemnification if such settlement includes a complete release of City. City may at its expense participate in the defense of any such claim for indemnification if its position is not materially inconsistent with that of FIRM and if in its



reasonable judgment such claim or the resolution thereof would have an ongoing material effect on City. In the event FIRM fails to defend the same within a reasonable length of time, City shall be entitled to assume the sole defense thereof, and FIRM shall be liable to repay City for all expenses reasonably incurred in connection with said defense (including reasonable attorneys' fees and settlement payments) if it is determined that such request for indemnification was proper.

13. TERMINATION OF THIS AGREEMENT. This Agreement will continue in effect until terminated by City or FIRM which termination shall occur only at the expiration of the term provided for in the Statement of Work or otherwise for a material breach of this Agreement.

14. ASSIGNMENT. Neither this Agreement nor any interest hereunder may be assigned or otherwise transferred by either party to third parties other than affiliates of either party without the prior written consent of the other party which shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, and delegates of the parties hereto.

15. NOTICES. Any requirement to "notify", or for "notice" or "notification", in connection with the subject matter of this Agreement shall be in writing and shall be effective when delivered personally (including by Federal Express, Express Mail, or similar courier service) to the party for whom intended, or five (5) days following deposit of the same into the United States mail, certified mail, return receipt requested, first class postage prepaid, addressed to such party at the address set forth below its signature to this Agreement. Either party may designate a different address by notice to the other given in accordance herewith.

16. SEVERABILITY. If any term or provision of this Agreement shall be found to be illegal or otherwise unenforceable, the same shall not invalidate the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary by the adjudication to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

17. COMPLETE AGREEMENT AND AMENDMENT. This Agreement and any written Statement of Works executed hereunder contain the entire agreement between that parties hereto with respect to the matters covered herein. City acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein. This Agreement shall not be modified in any way except in writing signed by both parties and stating expressly that it constitutes a modification of this Agreement.

18. LAW AND DISPUTES.

18.1. This Agreement shall be governed by the laws of the State of Arizona its conflict of laws provisions notwithstanding. Any lawsuit pertaining to this agreement shall be brought in State courts in the State of Arizona. The prevailing party in any action brought to enforce the terms of this Agreement shall be entitled to recover its attorney's fees and costs.

18.2 Pursuant to the provisions of A.R.S. § 41-4401, the FIRM hereby warrants to the City that the Firm and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(F) (hereinafter "Firm Immigration Warranty").

18.3 A breach of the Firm's Immigration Warranty shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.



- 18.4 The City retains the legal right to inspect the papers of Firm or Subcontractor employee who works on this Contract to ensure that the Firm or Subcontractor is complying with the Firm's Immigration Warranty. The Firm agrees to assist the City in the conduct of any such inspections.
- 18.5 The City may, at its sole discretion, conduct random verifications of the employment records of the Firm and any Subcontractors to ensure compliance with the Firm Immigration Warranty. The Firm agrees to assist the City in performing any such random verification.
- 18.6 The provisions of this Article must be included in any contract Firm enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Firm or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

#### 19. CONFLICT OF INTEREST.

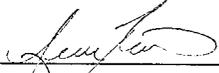
- 19.1 No Kickback. Firm warrants that no person has been employed or retained to solicit or secure the Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the City has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. section 38-501. Any such interests were disclosed in Firm's proposal to the City.
- 19.2 Kickback Termination. City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Firm to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice for City is received by all other parties, unless the notice specifies a later time (A.R.S. 38-511).
- 19.3 No Conflict. Firm stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement.



IN WITNESS HEREOF, the parties have caused this Agreement to be executed by their authorized agents as of the date written above.

Bair Analytics, Inc.

City of Chandler through its Police Department

By:   
Sean Bair, President

By: \_\_\_\_\_  
Jay Tibshraney, Mayor

APPROVE AS TO FORM:

\_\_\_\_\_  
City Attorney 

ATTEST:

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



## STATEMENT OF WORK

In accordance with the City Services Agreement signed between Bair Analytics, Inc. ("Firm") and the City of Chandler through its Police Department ("City") on the \_\_\_\_ day of October, 2014, it is agreed as follows:

1. This Statement of Work ("SOW") incorporates by reference all of the terms and conditions of the City Agreement.
2. Services/Crime Analysts/Technical Personnel to be provided by FIRM:

**Police Crime Analyst** – BAIR Analytics will place one fully trained and capable subject matter expert on Strategic, Tactical, Operational and Administrative Crime Analysis, employed by BAIR Analytics and embedded at the Chandler Police Department's place of operations, to perform all functions of Crime Analysis Services deemed necessary by the Chandler Police Department to work full-time (1920 hours annually).

**Reachback Analytic Support** – BAIR Analytics will make available offsite, remote support of Crime Analysis functionality for Strategic, Tactical, Operational and Administrative Crime Analysis against data provided by the Chandler Police Department. These Reachback Services will be available as a supplementary resource to the Chandler Police Department, on an as-needed basis agreed upon by both BAIR Analytics and the Chandler Police Department in cases of illness, vacation or other absence of an embedded BAIR Analytics analyst, or during a temporary, critical operational need. The availability of these Reachback Service will be for a period that will run contemporaneous with the place of the analysts with the Chandler Police Department.

In addition, BAIR Analytics will provide a Project Manager (PM) with whom any issues, concerns, requests or changes relating to BAIR Analytics embedded analyst resources or reachback support can be addressed by management at the Chandler Police Department. The BAIR PM for this contract will be:

**Josh Levin**  
**Pattern Analyst**  
**Manager Phone:**  
**303.346.6000**  
**Email: [josh.levin@bairanalytics.com](mailto:josh.levin@bairanalytics.com)**

3. These services will be for a period of twelve (12) months from the Effective Date of this Agreement.
4. Fee to CITY for the Services/Crime Analysts/Technical Personnel to be provided by FIRM during the Term: **US \$74,500** per year. There will be up to a 5% increase each year at the conclusion of this work agreement (October 30, 2015).

Fee to CITY for the Data Translation Services for both RMS/Event Data and CAD/CFS Data: **US \$9,950**. This is a one-time fee that will bring data from CITY Records Management System and CAD System into the FIRM's proprietary ATACRAIDS system. Additional Data Translation Services are available to include Crash Data, Offender Data, License Plate Recognition Data, Ballistics Data, and more. Each of these data modes will require an additional fee to be paid by the CITY.



Fee to City for the ATACRAIDS Agency Subscription: **US \$7,820 per year**. This is an annual subscription fee that will allow all members of the Chandler Police Department complete and unlimited access to the FIRM's ATACRAIDS System.

Total cost for the first year of the contract will be **US \$92,270** and will include Data Translation Services, ATACRAIDS Agency Subscription, and the embedded BAIR Analyst.

Issued by FIRM by:

Confirmed by CITY by:

  
\_\_\_\_\_

\_\_\_\_\_

President

Title

Title

10/02/2014

Date

Date