



Chandler Arizona
Where Values Make The Difference

**PURCHASING ITEM
FOR
COUNCIL AGENDA**

1. Agenda Item Number:

19

2. Council Meeting Date:
November 10, 2016

TO: MAYOR AND COUNCIL

3. Date Prepared: October 10, 2016

THROUGH: CITY MANAGER

4. Requesting Department: Police

5. **SUBJECT:** Agreement with LexisNexis (formerly known as Bair Analytics, Inc.) for Embedded Contract Pattern Analyst and Annual Maintenance Services

6. **RECOMMENDATION:** Staff recommends City Council approve Agreement No. 3766, with LexisNexis, for embedded contract pattern analyst and annual maintenance services, in an amount not to exceed \$86,045.

7. **BACKGROUND/DISCUSSION:** The existing LexisNexis (formerly known as Bair Analytics, Inc.) agreement gives the Crime Analysis and Research Unit the ability to meet the Chandler Police Department (CPD) direction for proactive and predictive analytics. The 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 embedded contract 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.

8. **EVALUATION:** On October 23, 2014, City Council approved an agreement with Bair Analytics, Inc., for a sole source purchase of crime analysis software, embedded analyst services and annual maintenance. Bair Analytics, Inc., has since been purchased by LexisNexis. A new agreement is needed since the vendor has changed, data translation for the software is complete and we only need the pattern analyst and annual maintenance services. Because Bair Analytics, Inc., was purchased by LexisNexis, LexisNexis is now the only source to provide the analyst and maintenance services.

9. **FINANCIAL IMPLICATIONS:** One-time funding for the embedded contract analyst is available in account No. 101.2050.5219 (General Fund, Police Planning and Research, Professional Contract Services) in the amount of \$78,225. Annual maintenance funding is in account No. 101.2050.5419 (General Fund, Police Planning and Research, Other Repair and Maintenance) in the amount of \$7,820 for a total amount of \$86,045.

10. **PROPOSED MOTION:** Move City Council approve Agreement No. 3766, with LexisNexis, for embedded contract pattern analyst and annual maintenance services, in an amount not to exceed \$86,045.

ATTACHMENTS: Agreement

APPROVALS

11. Requesting Department

Candace Hammond

Candace Hammond, Crime Analysis Supervisor

13. Department Head

Sean E. Duggan

Sean E. Duggan, Chief of Police

12. Procurement Officer

Carolee Stees

Carolee Stees, CPPB

14. City Manager

Marsha Reed

Marsha Reed

SERVICES AGREEMENT BETWEEN THE CITY OF CHANDLER
AND LexisNexis Risk Solutions FL Inc.

This Services Agreement (the "Agreement"), dated as of November ____, 2016 (the "Effective Date"), is entered into between LexisNexis Risk Solutions FL Inc. with its principal place of business at 1000 Aldermand Drive Alpharetta, GA 30005 (hereinafter "LN") 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 LN'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 LN and City wish to enter into an agreement pursuant to which LN 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, LN 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, LN 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 LN 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. LN 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 LN 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 LN 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 LN, or City's previous payment record or financial condition so warrants in the opinion of LN. Any late invoicing by LN 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 LN 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 LN 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. LN 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 LN 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 LN 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 LN Project Manager 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 LN, solicit for hire, contract with, or engage or receive the services of, any analysts/technical personnel located by LN for City.

8. DUTIES AND SUBSTITUTION OF ANALYSTS/TECHNICAL PERSONNEL. LN will locate analysts/technical personnel for City according to the qualifications, experience, and project requirements set forth by City and given to LN. 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

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 LN 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 LN prior to their commencement of any services for City, LN 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 LN 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 LN 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 LN, and whether or not such termination is in violation of such personnel's agreement with LN, LN 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 LN unless some other arrangements have been agreed to by both parties in writing.

11. CONFIDENTIALITY. LN 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 LN 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 LN 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 LN may consider such information to be "Confidential", City agrees to notify LN of any public record request and LN 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 LN 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 LN to keep any Confidential Information from public disclosure pursuant to the Arizona Public Records Law.

12. LIABILITY AND INDEMNIFICATION. LN 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 LN 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 LN upon its initial receipt of information that could reasonably support such claim. LN 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 LN's expense. LN 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 LN and if in its reasonable

judgment such claim or the resolution thereof would have an ongoing material effect on City. In the event LN fails to defend the same within a reasonable length of time, City shall be entitled to assume the sole defense thereof, and LN 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 LN 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, LN hereby warrants to the City that LN 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 "LN Immigration Warranty").

18.3 A breach of LN'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 LN or Subcontractor employee who

works on this Contract to ensure that LN or Subcontractor is complying with the LN's Immigration Warranty. LN 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 LN and any Subcontractors to ensure compliance with LN Immigration Warranty. LN agrees to assist the City in performing any such random verification.
- 18.6 The provisions of this Article must be included in any contract LN 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 LN 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. LN 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 LN unless this interest has been declared pursuant to the provisions of A.R.S. section 38-501. Any such interests were disclosed in LN'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 LN 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 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.

LexisNexis Risk Solutions FL Inc.

City of Chandler through its Police Department

By: 
CEO

By: _____
Jay Tibshraeny, Mayor



APPROVE AS TO FORM

City Attorney 

ATTEST:

City Clerk

APPENDIX A

STATEMENT OF WORK

In accordance with the City Services Agreement signed between LexisNexis Risk Solutions FL Inc. ("LN") and the City of Chandler through its Police Department ("City") on the __ day of November, 2016 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 LN:

Police Crime Analyst – LN will place one fully trained and capable Analyst experienced in Strategic, Tactical, Operational, and Administrative Crime Analysis. The LN employee will be assigned to the Chandler Police Department to perform all functions of Crime Analysis Services deemed necessary by the Chandler Police Department.

Reachback Analytic Support –LN 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 LN and the Chandler Police Department in cases of illness, vacation, or other absence of the LN employee, or during a temporary, critical operational need. These Reachback Services will be available during the term of this agreement.

In addition, LN will provide a Project Manager (PM) with whom any issues, concerns, requests or changes relating to the Agreement can be addressed. The LN PM for this contract will be:

Courtney Marone
LexisNexis Risk Solutions FL Inc.
1000 Alderman Drive
Alpharetta, GA 30005
courtney.marone@lexisnexis.com
916-316-6232

3. These services will be for a period of twelve (12) service months after the effective date of this Agreement. City shall have the option of extending the Agreement for one (1) additional year.
4. The City shall pay a fee of **\$78,225.00** per year for the Services/Crime Analyst/Technical Personnel Support. There will be up to a 5 percent increase each year at the conclusion of this work Agreement.

The City shall pay a fee of **\$7,820.00** per year to Accurint Crime Analysis. This is an annual subscription fee that will allow all members of the Chandler Police Department complete and unlimited access to the Accurint Crime Analysis System.

Total cost for the first year of the contract will be **\$86,045.00** and will include the Accurint Crime Analysis Subscription and the embedded LexisNexis Analyst.

Issued by LexisNexis Risk Solutions FL Inc. by:

Confirmed by the City of Chandler by:



CEO

Mayor

November 2, 2016

Date

Date

