

INTRODUCED: May 11, 2020

AN ORDINANCE No. 2020-117

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Records Management System User Agreement between the City of Richmond and Virginia Commonwealth University for the purpose of contracting for the use of equipment and materials as allowed by Va. Code § 15.2-1736 by allowing the Virginia Commonwealth University Police Department to become an operational user of the Department of Police’s records management system for the input, retrieval, and storage of records and facilitating interoperability between the Department of Police and the Virginia Commonwealth University Police Department.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: JUN 8 2020 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Records Management System User Agreement between the City of Richmond and Virginia Commonwealth University for the purpose of contracting for the use of equipment and materials as allowed by section 15.2-1736 of the Code of Virginia (1950), as amended, by allowing the Virginia Commonwealth University Police Department to become an operational user of the Department of Police’s records management system for the input, retrieval, and storage of records and facilitating interoperability between the Department of Police and the

AYES: 6 NOES: 2 ABSTAIN: 1

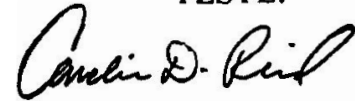
ADOPTED: FEB 8 2021 REJECTED: _____ STRICKEN: _____

Virginia Commonwealth University Police Department. Such agreement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

§ 2. This ordinance shall be in force and effect upon adoption.

A TRUE COPY:

TESTE:

A handwritten signature in black ink, appearing to read "Carolin D. Reed". The signature is written in a cursive style with a large initial 'C'.

City Clerk



CITY OF RICHMOND

INTRACITY CORRESPONDENCE

2020-053

O&R REQUEST

DATE: April 14, 2020 **EDITION:** 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor *LM Stoney* 5/7/2020

THROUGH: Lenora Reid, Acting Chief Administrative Officer *lgr* 4/20/2020

FROM: Colonel William C. Smith, Chief of Police *William C. Smith*

RE: RICHMOND POLICE DEPARTMENT RECORDS MANAGEMENT SYSTEM AGREEMENT

ORD. OR RES. No. _____

PURPOSE:

To authorize the Chief Administrative Officer to execute, on behalf of the City of Richmond, an Agreement to allow the Virginia Commonwealth University Police Department (VCUPD) the ability to access and utilize the Richmond Police Department's new Records Management System (RMS).

REASON:

The Code of the Commonwealth of Virginia Sections 15.2-1726 and 15.2-1736 authorize the governing bodies of localities and institutions to enter into Police Mutual Aid Agreements for cooperation in furnishing of certain police services and equipment. The City of Richmond and Virginia Commonwealth University concur to execute an agreement, pursuant to this authority, as it is deemed mutually beneficial to each entity.

RECOMMENDATION:

The City Administration recommends adoption of this ordinance.

BACKGROUND:

In calendar year 2019, the Richmond Police Department (RPD) completed a competitive bid to purchase a new Records Management System to replace the Department's existing system which is over a decade old. The new system utilizes modern technology to provide features which the current system either does not possess or would require extensive, and costly upgrades to achieve.

Since February of 2012 the Virginia Commonwealth University Police Department (VCUPD) has utilized the Richmond Police Department's Records Management System as its principle data repository. VCUPD is interested in continuing to utilize the RPD's new Records Management System. Although both departments are fully capable of owning and operating their own independent Records Management systems, the sharing of a single system has been mutually beneficial for both agencies allowing for increased collaboration, facilitating the sharing of information, and providing superior Police service to the citizens of Richmond as well as the students, faculty, and staff of VCU.

As such the Richmond Police Department (RPD) and the Virginia Commonwealth University Police Department (VCUPD) wish to enter into the agreement attached herein to allow VCUPD to utilize the RPD's new Records Management System.

FISCAL IMPACT/COST: None

FISCAL IMPLICATIONS: None

BUDGET AMENDMENT NECESSARY: No

REVENUE TO CITY: N/A

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: May 11, 2020

CITY COUNCIL PUBLIC HEARING DATE: June 8, 2020

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: Public Safety

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: The City of Richmond Police Department

RELATIONSHIP TO EXISTING ORD. OR RES.: None

O&R Request

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REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS:

VCU City RMS User Agreement (2020-02-12 SMM)

STAFF:

Maximilian Pop, Information Services Manager of Records and Technology, Richmond Police Department, 804-646-3893

David M. Mitchell, General Counsel, Richmond Police Department

RECORDS MANAGEMENT SYSTEM USER AGREEMENT

Between

The City of Richmond

and

Virginia Commonwealth University

This agreement (the "Agreement") is made and entered into by the City of Richmond (the "City") and Virginia Commonwealth University ("VCU"), each referred to as a "Party" and collectively referred to as the "Parties," pursuant to Ordinance No. _____ - _____ adopted on _____, 2020, as provided by Virginia Code § 15.2-1736, and this Agreement is effective as of the date of signature by the last Party to sign below (the "Effective Date"). The City of Richmond Police Department is recognized as the lead agency and Virginia Commonwealth University Police Department (the "VCUPD") is recognized as the user agency.

Section I. Purpose

The purpose of this Agreement is to (1) authorize VCUPD to utilize the Police Records Management System (the "SYSTEM"), which is owned, operated, and administered by the City, for the input, retrieval, and storage of criminal records, (2) clearly identify the roles and responsibilities of each Party as they relate to the administration of the SYSTEM, and (3) achieve interoperability within the City's jurisdictional boundaries between the Parties.

Section II. Background

The City and VCU are seeking to provide a means for VCUPD to operate as a user agency within the SYSTEM, thereby creating a multi-public safety agency cooperative effect within the SYSTEM. This cooperative effort will allow the VCUPD to be an operational user agency of the City's SYSTEM.

The City is the administrator of the SYSTEM, VCUPD desires to utilize the SYSTEM, and the Parties hereto wish to enter into this Agreement pursuant to which the City will authorize VCUPD access to the SYSTEM for the consideration and upon the terms and conditions set forth herein.

The SYSTEM utilizes a web-based user interface with integrated business layers and a relational database. Unlike the traditional "client\server" model where data is entered via a desktop or web application and subsequently transported to the database via a transport layer, the SYSTEM's architecture allows for direct data

entry into the SYSTEM, thereby eliminating the potential for packet loss or data corruption associated with the "client\server" approach. The user interface, application layer (Business Logic) and database are all located on a cloud-based platform. This cloud-based architecture will be utilized on the primary node of the SYSTEM. The SYSTEM software vendor is also providing a secondary on-premises infrastructure for business continuity and disaster recovery to be utilized when the primary node is unavailable. This secondary node will continue to use a web-based user interface but with a physical server located within the City of Richmond Police Department data center utilized to house the application layer and relational database. Data is expected to be replicated from the primary node to the secondary node four times per day. When the secondary node is activated, data entered into the SYSTEM will be transported from the client machine (web browser) to the application server via a virtual private network ("VPN") connection. Given the high availability and redundancy of the SYSTEM's cloud computing infrastructure, it is anticipated that the secondary (on-premises) architecture of the SYSTEM will be utilized by the City and VCUPD less than 0.01% of the time the SYSTEM is in use.

Data stored in the City of Richmond Police Department's prior records management system will not be imported into the SYSTEM. Rather a software "agent" installed within the City of Richmond Police Department's environment will be utilized to transfer individual records or data sets from the prior records management system to the SYSTEM on an as-needed basis. This software agent will be utilized by both the City and VCUPD to transfer the desired records into the SYSTEM.

Section III. Responsibilities and Obligations

In consideration of the payments to the City under section VI herein and the mutual agreements contained herein, the Parties agree as follows:

ARTICLE I. City Responsibilities under this Agreement

A. The City shall be responsible for providing the servers, server software, databases, overall system administration, and necessary interfaces for the SYSTEM.

B. The City is responsible for managing and maintaining the SYSTEM's software vendor's supplied interfaces to National Crime Information Center (NCIC) and Virginia Criminal Information Network (VCIN).

C. The City will determine in its sole discretion the hardware and software necessary to maximize benefits to the SYSTEM user agencies.

D. The City shall establish and maintain a protocol for the diagnosis and correction of errors in the SYSTEM. In order to facilitate communication, direction, and

problem solving among the external agencies that use the SYSTEM, the City shall establish and coordinate user agency groups.

E. The City shall be responsible for obtaining from the SYSTEM software vendor the annual System and Organization Controls Type 2 Report, or an equivalent industry standard external audit report that is compliant with the Criminal Justice Information Services requirements, and providing a copy to VCU within 60 days of the City's receipt of a request from VCU for such report.

F. All payments and other performance by the City under this Agreement are subject to annual appropriations by the City Council; consequently, this Agreement shall bind the City only to the extent that the City Council appropriates sufficient funds for the City to perform its obligations hereunder.

ARTICLE II. VCU Responsibilities under this Agreement

A. VCU shall provide the required workstations necessary for VCU to utilize the SYSTEM. Any workstation utilized by VCU pursuant to this Agreement must meet the following minimum specifications: Intel Core i3-i7 processor, 2GB RAM, 128 hard drive, modern web browser application. VCU shall confirm that the workstation hardware and software conform to any suggested requirements established by the SYSTEM software vendor.

VCU shall comply with all terms and conditions applicable to SYSTEM users found in the City's current contract with SOMA Global, LLC, the SYSTEM software vendor.

B. VCU will report technical support issues in accordance with Article IV herein.

C. VCU shall establish and maintain an Internet connection to access the SYSTEM. Access to the SYSTEM by VCU currently requires a VPN tunnel between VCU and the City in order to reach the SYSTEM's servers. This connection is required in order to connect to the backup servers of the SYSTEM should the need arise. VCU will coordinate the maintenance and necessary troubleshooting of this connection when issues arise, including VCU Domain Name Resolution via the local host file.

D. VCU warrants that: as part of the Uniform Crime Reporting Program, VCU shall timely submit its own criminal incident data file in the Incident-Based format, as generated through the SYSTEM, to the Virginia State Police (VSP) central repository in accordance with Virginia Code § 52-25; VCU shall directly and timely respond to the VSP for any questions or necessary data corrections related to data submitted by VCU; VCU shall contact the City for any issues regarding the interface of criminal incident data to the VSP; VCU shall maintain a current user agreement with the VSP for access to the criminal justice information provided on the SYSTEM, including but not limited to, the NCIC and the VCIN; and VCUPD shall abide by all terms and conditions of the VCIN user agreement with the VSP.

E. In compliance with Virginia Code § 46.2-373, VCU utilizes the Commonwealth of Virginia, Department of Motor Vehicle's online Traffic Records Electronic Data System to submit required FR-300 police crash reports. Therefore, VCU will not use the SYSTEM for police crash reports.

F. VCU shall be responsible for (1) the accuracy, timeliness, and completeness of information it enters into or through the SYSTEM, (2) managing and ensuring the security of information entered into the SYSTEM, and (3) access and security for all VCU personnel and third parties under VCU's supervision.

G. The City and the SYSTEM software vendor shall provide training in the use of the SYSTEM to up to 12 VCU personnel who shall then be responsible for training other VCU personnel in operating the SYSTEM. All personnel operating the SYSTEM on behalf of VCU shall be properly qualified and trained by VCU.

H. VCU's performance under this Agreement is subject to the appropriation of funding provided by the Virginia General Assembly or other applicable sources for the fulfillment of the specific purposes stated herein.

ARTICLE III. Collection, Storage, Retrieval and Dissemination of Information Contained in the SYSTEM

A. The City and VCU shall abide by all applicable federal and state laws and regulations relating to the collection, storage, retrieval, and dissemination of criminal justice information and other records or information entered into the SYSTEM.

B. The Parties acknowledge that both the City and VCU are public bodies subject to the Virginia Freedom of Information Act ("FOIA") (Va. Code 2.2-3700 *et seq.*) and that each Party is responsible for its own compliance with FOIA and other applicable law. However, in the event one Party receives a request for a record entered into the SYSTEM by the other Party, the Party initially receiving the request shall direct the requester to the other Party's applicable FOIA officer for that Party to respond to the requester. If both Parties have entered records into the SYSTEM that are responsive to the request, the Parties shall coordinate their respective FOIA responses. Ultimately, neither Party will disclose a record entered into the SYSTEM by the other Party unless authorized in writing by that other Party or unless required by law or valid court order to do so. In the event such disclosure is required, the disclosing Party shall notify the other Party in advance of disclosure whenever practicable, unless prohibited from such notification by law.

C. The Parties acknowledge that VCUPD may have access to certain student information from "education records" protected by the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g, 34 CFR Part 99) and Code of Virginia section 23.1-405(C) and certain patient information protected by the Health Insurance Portability and Accountability Act (HIPAA) (Public Law 104-

191). VCUPD intends to disclose to the City only information that VCUPD is permitted to disclose pursuant to applicable law. In the event that VCUPD notifies the City that VCUPD has inadvertently or mistakenly disclosed information to the City, or in the event the City otherwise becomes aware of such disclosure, the City agrees to use reasonable efforts to collaborate with VCUPD to promptly remedy any such disclosure, including destroying identified records or returning them to VCUPD.

ARTICLE IV. Technical Support

A. Definition

1. Tier I Technical Support Issue: *an issue related to system administration and security access-level control.*

2. Tier II Technical Support Issue: *an inability to access the entire SYSTEM, a non-working feature, an abnormal operation of a feature, or the non-working or abnormal functionality of the entire SYSTEM.*

B. Tier Response Agreement Plan

The City and the SYSTEM software vendor have established a two-tiered support system to manage the provision of support for issues encountered with the SYSTEM by VCU:

1. Tier I Procedure:

When VCU experiences a Tier I issue with the SYSTEM, VCU may contact the City Police Department's Records Management/Field Mobile Solutions Unit either by telephone at (804) 646-6533 during the normal business hours of Monday-Friday from 0700-1700 or by email at Police-ITG@Richmondgov.com during the normal business hours of Monday-Friday from 0700-1700.

2. Tier II Procedure:

When VCU experiences a Tier II issue with the SYSTEM, VCU shall contact the City Police Department's Records Management/Field Mobile Solutions Unit by either telephone or email. During normal business hours (Monday-Friday 0700-1700), the telephone number is (804)646-6533 and the email address is Police-ITG@Richmondgov.com. Outside of normal business hours, the telephone number is (804) 314-2588 and the email address is Police-ITG@Richmondgov.com.

Section IV. Term

This Agreement shall commence upon the Effective Date, and shall continue in effect through June 30, 2021 (the "Initial Term"). This Agreement may be renewed for up to four one-year renewal periods, each to be agreed upon in writing by the Parties prior to the expiration of the then-current term (each a "Renewal Term").

Section V. Termination of Agreement

- A. The City or VCU may terminate this Agreement for convenience by delivery of written notice to the other Party of that Party's intent to so terminate. Such notice shall be delivered at least one hundred twenty (120) days prior to the date of termination and shall otherwise be given in accordance with section VIII herein.
- B. If VCU fails to comply with any terms of this Agreement, the City may immediately terminate the Agreement by delivery of written notice to VCU. If the City fails to comply with any terms of this Agreement, VCU may immediately terminate the Agreement by delivery of written notice to the City.
- C. In the event the Richmond City Council does not appropriate sufficient funds for the City to perform its obligations under this Agreement, the City will provide VCU with written notice of that non-appropriation, and VCU may immediately terminate this Agreement by providing written notice to the City of VCU's decision to so terminate.
- D. In the event of termination of this Agreement by VCU (i) for cause pursuant to section V(B), or (ii) for an event of non-appropriation pursuant to section V(C), the City will reimburse VCU the prorated portion of the annual amount prepaid by VCU under Section VI herein proportionate to the number of days remaining in the fiscal year for which that annual amount has been prepaid. In the event of termination of this Agreement for any other reason, VCU is obligated to pay all amounts owed under Section VI for the fiscal year in which the termination of the Agreement takes effect, and no reimbursements or refunds will be paid by the City.

Section VI. Amount Owed by VCU

VCU shall pay the City annually, for access to and use of the SYSTEM, an amount of Thirty-Seven Thousand Six Hundred Ninety-Nine Dollars (\$37,699.00). This amount equates to eight percent (8%) of the SYSTEM's annual service fee owed by the City to the SYSTEM software vendor, and is calculated based on VCU's historical usage of the SYSTEM (the number of incident reports in the SYSTEM managed by VCU compared to the total number of incident reports existing in the SYSTEM as a whole). In the event the number of incident reports managed by VCU changes during the term of the Agreement, the Parties agree to modify VCU's annual amount accordingly in a duly executed amendment to this Agreement. VCU shall owe for the partial year of the Initial Term the prorated portion of the annual amount of \$37,699.00 (calculated by dividing the number of days left in the fiscal year as of the date the City certifies VCU is an operational user agency within the SYSTEM by 365, and then multiplying the annual amount of \$37,699.00 by that percentage), which will be invoiced on the Monday occurring after such certification by the City. For the first full fiscal year (beginning July 1,

2020) and for each fiscal year thereafter in which the Agreement is renewed, VCU shall owe the annual amount of \$37,699.00, invoiced on July 1 and due net 45. The City agrees to accept each of the annual amounts provided herein as full compensation for VCU's access to and use of the SYSTEM for the term to which the payment relates.

Section VII. No Warranty

The SYSTEM is provided without any warranty or condition, express or implied. The City specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. VCU acknowledges that the SYSTEM may not operate without interruption and intends to maintain a manual system adequate to back up the SYSTEM should it become unavailable for use for any reason. The City makes no representations, warranties, or guarantees regarding "up-time" for the SYSTEM. The City and VCU agree to pursue remedies through the SYSTEM software vendor for software problems arising from software provided by the SYSTEM software vendor. Remedies for problems caused by circumstances outside the SYSTEM software vendor's control (including but not limited to network connection issues, user errors, and hardware failures) shall be pursued jointly by the City and VCU. Any SYSTEM change which substantially affects a user agency of the SYSTEM will be made by the City after consultation with that user agency.

Section VIII. Notices

Any written notice by either Party shall be deemed sufficiently given by any one or combination of the following, whichever shall first occur: (i) delivered by hand to the last known business address of the Party to whom the notice is due, (ii) delivered by hand to the Party's authorized agent, representative or officer wherever they may be found, or (iii) enclosed in a postage prepaid envelope addressed to the Party's last known business address and delivered to a United States Postal Service official or mailbox. Notice is effective upon such delivery.

All notices to the City shall be directed to:

Information Systems Manager
Richmond Police Department
200 West Grace Street
Richmond, VA 23220

With a copy to:
Information Systems Administrator
Richmond Police Department
200 West Grace Street
Richmond, VA 23220

All notices to VCU shall be directed to:

Director
VCUPD Business Operations & Administration
224 E Broad St.
Richmond, VA 23219

Section IX. Dispute Resolution

All issues and questions concerning the construction, enforcement, interpretation and validity of this Agreement, or the rights and obligations of the City and VCU in connection with this Agreement, shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia. Any and all disputes, claims and causes of action arising out of or in connection with this Agreement, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in a state court located in the city of Richmond, Virginia. The Parties accept the personal jurisdiction of any court in which an action is brought pursuant to this article for purposes of that action and waive all jurisdiction- and venue-related defenses to the maintenance of such action.

The City understands and acknowledges VCU is an agency of the Commonwealth of Virginia and is afforded the protection of sovereign immunity under Virginia law. Any claims against VCU or the Commonwealth are subject to the requirements established under Virginia law for bringing such claims against VCU or the Commonwealth, including the Virginia Tort Claims Act, Va. Code §§ 8.01-195.1, *et seq.* VCU understands and acknowledges the City is afforded the protection of sovereign immunity under Virginia law. Nothing in this Agreement shall be deemed or construed to be a waiver of the sovereign immunity of either the Commonwealth, VCU, or the City.

Section X. Modification

This Agreement may be amended or modified only by mutual agreement of the Parties set forth in writing and signed by the authorized representatives of VCU and the City. The City's Chief Administrative Officer is authorized to act on behalf of the City for purposes of amending or modifying this Agreement.

Section XI. Prior Agreements Deemed Terminated

Any and all previous agreements in place between the Parties regarding VCU's use of the SYSTEM are hereby terminated as of the Effective Date of this Agreement.

Section XII. Independent Contractors

The relationship between VCU and the City created by this Agreement is that of independent contractors. Nothing contained herein shall be construed as constituting any other relationship between VCU and the City.

Section XIII. Representation of Authority.

Each Party represents and warrants that the person executing this Agreement on behalf of that Party is duly authorized to execute this Agreement. Each Party represents and warrants to the other that the execution of the Agreement has been duly authorized and that the Agreement is binding on such Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by the proper officers and officials intending thereby to be legally bound.

For Virginia Commonwealth University:

For the City of Richmond:

By: _____

By: _____

Mark E. Roberts

Lenora G. Reid

Interim Director, Procurement Services

Acting Chief Administrative Officer

Date: _____

Date: _____

Approved as to Form:

Susan M. McKenney

Assistant City Attorney

Approved as to Terms:

Lt. Colonel William C. Smith
Chief of Police
Richmond Police Department