

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
( X ) NEW CONTRACT			
CITY OF SPRINGFIELD		CITY OF REPUBLIC	
City of Springfield 840 Boonville Springfield, MO 65802 Phone: 417-864-1626 Fax: 471-864-1122 Attn: Neil Slagle, Director of Information Systems		City of Republic, Missouri 204 North Main Avenue Republic, MO 65738 Phone: Fax: Attn: Email:	

**CONTRACT**

**THIS CONTRACT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the parties identified above,

WITNESSETH:

THAT, WHEREAS, the City of Springfield Information Systems Department developed a software batch program (the "Programming Interface") that queries citations issued by the Springfield Police Department from the Niche Records Management System ("Niche") and sends information from the citations to the Prosecuting Attorney Management System ("PAMS"); and

WHEREAS, the City of Republic desires to use the Programming Interface to convey citations issued by the Republic Police Department from Niche to PAMS; and

WHEREAS, the City of Springfield finds that transferring the Programming Interface to the City of Republic serves the public purpose of promoting efficiency in government operations.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Contractor as follows:

1. **Transfer of the Programming Interface.** The City of Springfield agrees to provide the Programming Interface to the City of Republic. The City of Springfield is under no obligation to provide any maintenance, support, or updates of the Programming Interface after it is provided to the City of Republic. The City of Republic shall not transfer or sell the Programming Interface to any third party without first obtaining the City's express written permission, except the City of Republic may transfer the Programming Interface to no more than one (1) third party software developer solely for the purpose of developing the City of Republic's fully integrated product, at the City of Republic's sole expense. In the event the City of Republic shall hereafter determine a need to transfer the Programming Interface to any third party other than the aforementioned third party developer, the City shall obtain the written content of the City of Springfield prior to making any such transfer.

2. **Payment.** In consideration for the City of Springfield providing the Programming Interface, the City of Republic agrees to pay the City of Springfield the sum of ten and 00/100 dollars (\$10.00).

3. **Exchange of Data.** All information, data, and reports in the City of Springfield's possession and necessary for installation and use of the Interface shall be furnished to the City of Republic, and the parties shall reasonably cooperate in connection with this Contract.

4. **Term.** Performance of this Contract shall commence as soon as practicable after the execution of this Contract and shall terminate upon the City of Springfield's transfer of the Programming Interface to the City of Republic.

5. **NO WARRANTIES.** IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE CITY OF SPRINGFIELD IS PROVIDING THE PROGRAMMING INTERFACE "AS IS." THE CITY OF SPRINGFIELD EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ALL KIND, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE PROGRAMMING INTERFACE OR ITS FITNESS FOR A PARTICULAR PURPOSE. THE CITY OF SPRINGFIELD EXPRESSLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. **Termination of Contract.** Either party may terminate this Contract in its entirety by giving the other party fifteen (15) days written notice.

7. **Conflicts.** No salaried officer or employee of the City of Springfield and no member of the Springfield City Council shall have a financial interest, direct or indirect, in this Contract. A violation of this provision renders the Contract void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having such interest shall be employed or compensated by Contractor.

8. **Assignment.** Neither party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

9. **Confidentiality of Documents; Missouri Sunshine Law.** Except as required by Chapter 610 of the Revised Statutes of Missouri ("Sunshine Law") to make information constituting an "open record" under the Sunshine Law publicly available, the Programming Interface and any associated reports, data, designs, or similar information given to the City of Republic from the City of Springfield under this Contract shall be kept as confidential and shall not be made available to any individual or organization by the City of Republic without prior written approval of the City of Springfield.

10. **Liability.** Both the City of Springfield and the City of Republic hereby release and hold harmless the other, their Boards, Councils, agents, officers, employees, successors and assigns with respect to any and all injury, death, loss or damage to person or property, whether caused by negligence or otherwise, in any way related to use of the Programming Interface. Nothing contained herein shall be considered a waiver of the defenses by either party of sovereign immunity, official immunity, or the public duty doctrine.

11. **Notices.** All notices required or permitted hereinunder and required to be in writing may be given by FAX, electronic mail (if to Contractor), or by first class mail addressed to City or Contractor at the addresses shown above. The date of delivery of any notice provided by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission or electronic mail (if to Contractor) shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the location of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

12. **Jurisdiction.** This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

13. **Entire Agreement.** This Contract contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto, and signed by both parties.

**IN WITNESS WHEREOF,** the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

**CERTIFICATE OF DIRECTOR OF FINANCE**

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

\_\_\_\_\_  
City Attorney or designee

\_\_\_\_\_  
Director of Finance or Acting Director

**APPROVED AS TO FORM**



**CITY OF REPUBLIC, MISSOURI:**

By: \_\_\_\_\_

Name & Title: \_\_\_\_\_

**CITY OF SPRINGFIELD, MISSOURI**

By: \_\_\_\_\_

City Manager or designee