

AGREEMENT

This Agreement ("Agreement") is by and between Mid-America Regional Council, hereinafter referred to as "MARC", and the Overland Park, Kansas Police Department, hereinafter referred to as "OPPD" and is effective this 15th day of June, 2010.

WHEREAS, the Kansas City Inter-Agency Terrorism Early Warning Analysis Center, hereinafter referred to as the "Project" is a partnership intended to reduce the threat to public safety and security through a heightened level of inter-agency communications, analysis, and information sharing designed to anticipate and counter terrorism and related criminal acts; and

WHEREAS, the OPPD is one of two sponsoring agencies and provides donated analysts to help support the Project mission without reimbursement of the personnel costs associated; and

WHEREAS, the OPPD agrees to provide one Captain to serve as Director of the Project for a three year period; and

WHEREAS, MARC recognizes the financial implication of the OPPD's contribution and wishes to reimburse the OPPD for some of the costs associated with the Director's time; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. SCOPE OF SERVICES

OPPD agrees to assign a police captain to support the Project. The OPPD captain shall perform and accomplish those tasks described in Exhibit A ("Services"), which are incorporated herein by reference.

2. TIME OF PERFORMANCE

- A. Term – The OPPD captain will provide services as described in Exhibit A beginning on February 1, 2009, and complete services to the satisfaction of MARC, in accordance with the terms provided herein by July 2012.
- B. Extension of Term – The time frame for the completion of the Project under this Agreement may be extended upon request by either MARC or the OPPD. Any request for an extension of time to complete the Project shall be made in writing and accepted by both parties to this Agreement.

3. COMPENSATION

- A. Maximum Obligation – During the term of this Agreement, the compensation paid by MARC to OPPD for all Services specified herein relating to the Project shall not exceed \$490,000

B. Method and Time of Payment – Payment shall be made in the following manner:

- (i) OPPD shall invoice MARC for reimbursement of personnel costs associated with the Interim Director's services as outlined in Exhibit A, Scope of Services. Personnel costs will include salary, fringe benefits and travel costs incurred by OPPD since February 1, 2009.
- (ii) MARC will make every effort to provide payment to OPPD within thirty (30) calendar days after the receipt of the invoice.
- (iii) OPPD shall maintain complete records of all costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis for a minimum period of three (3) years after final payment is made under this Agreement and shall be clearly identifiable and readily accessible to authorized representatives of MARC for inspection and audit.

4. NON-SUPPLANTING ASSURANCE

The OPPD agreed to relieve a Police Captain of their duties equivalent to 1.0 Full Time Employee (FTE) to allow them to assume the role of the Director. The Police Captain's department responsibilities were reassigned to other OPPD personnel for the duration of their service as the KCTEW Director. Their duties on behalf of the KCTEW are completely separate and distinct from their role in the OPPD and are entirely to benefit this regional project. This agreement and the services provided by OPPD as outlined in the Scope of Services are in no way an issue of supplanting local resources with federal funds.

5. CHANGES AND ADDITIONAL SERVICES

This Agreement constitutes the entire agreement between MARC and OPPD and it may not be amended or altered in any way except by a written amendment signed by both parties to this Agreement; provided, however, that at any time during the term of this Agreement either party by written notice to the other, may modify the scope of the Services. If such modification causes an increase or decrease in the amount of Services to be provided by OPPD, or in the amount of time required for their performance, equitable adjustment shall be made to the provisions of this Agreement for payments to OPPD.

6. PROHIBITED INTERESTS

No officer, member or employee of MARC, no member of MARC's governing body and no other public official of the locality or localities in which the Project is being carried out who exercises any functions or responsibilities in the review and approval of this Project shall participate in any decision related to this Agreement affecting, either directly or indirectly, his or her own personal interest.

No member of or delegate to the Kansas Legislature, the Missouri General Assembly or the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising from it.

7. GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Missouri. Whenever there is no applicable state statute or decisional precedent governing the interpretation of this Agreement, then federal common law shall govern.

8. NOTICES

Any action by MARC under this Agreement may be taken by David A. Warm, Executive Director, or such other person as MARC may designate for such purpose by written notice to OPPD. All compensation and written notices to OPPD shall be considered to be properly given if mailed, delivered in person or transmitted by facsimile machine to:

Chief of Police
Overland Park Police Department
12401 Foster
Overland Park, KS 66213
FAX (913) 327-5735

All invoices, written reports and written notices given to MARC shall be considered to be sufficiently given if mailed, delivered in person, or transmitted by facsimile machine to:

Erin E.S. Lynch or Emergency Services Director
Mid-America Regional Council
600 Broadway, Suite 200
Kansas City, Missouri 64105-1554
FAX (816) 421-7758
elynch@marc.org

9. ENTIRE AGREEMENT

This Agreement cancels and supersedes all previous discussions, negotiations, understandings, representations, warranties and agreements, written or oral, relating to the subject matter of this Agreement, and contains the entire understanding of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the dates set forth below.

MID-AMERICA REGIONAL COUNCIL

OVERLAND PARK, KANSAS POLICE
DEPARTMENT

By:

By:

David A. Warm

John M. Douglass

Executive Director

Chief of Police

Date:

Date:

“MARC”

“OPPD”

Exhibit A

Scope of Services

The Mid-America Regional Council (MARC) provides support to the region's fusion center, the Kansas City Inter-Agency Terrorism Early Warning Analysis Center (KCTEW) operating in Kansas City, Missouri. The Overland Park, Kansas Police Department has agreed to assist MARC and the KCTEW by providing a captain to serve as Director of the KCTEW for a period of three years, with direction from the KCTEW Executive Committee, the Director will:

- Plan, implement and analyze an information sharing system to network the various disciplines and agencies to ensure the flow, monitoring and dissemination of information between local, state and federal agencies
- Continue the development and implementation of the current TEW information sharing system and enhance the system's capacity to search proprietary and open source information databases. Provide timely analysis and dissemination of sensitive intelligence and criminal information among agencies having operational responsibility in planning, prevention and response to terrorist actions and critical incidents
- Continue the development and implementation of systems that can help identify terrorist threats to the eight-county, bi-state area. Project the consequences of an incident occurring in the eight-county area focusing on pre-planning efforts and the development and updating of regional threat assessments
- Research other regions' current alert and warning systems relative to surveillance and increased threat levels and improve alert and warning capability between participating agencies
- Oversee the integration and continued development of the Asset Protection Resource System (APRS) into the TEW, including training for local personnel and collection of information on critical infrastructure and facilities
- Continue the training and development of Terrorism Liaison Officers (TLO) with local, state and federal agencies, in an effort to better receive and provide information to those responsible TLO's within TEW member agencies. Provide orientation and ongoing support to these TLO's
- Analyze terrorism information from multiple sources (federal, state and local) and assess local relevance and disseminate as appropriate. Provide time sensitive information and warning notices across multiple disciplines

- Develop effective working relationships with local law enforcement, fire/emergency medical services, public health, emergency management, local, state and federal entities, private sector partners and other TEWs across the nation in order to develop an effective terrorism early warning program for the region
- Prepare presentations for government officials and private sector groups and present material on behalf of the region's TEW
- Ensure completion of timely project reports and work plans to support and document TEW activities
- Identify additional funding sources to further develop and sustain the Kansas City region's TEW. Provide funding justification and details for the KCTEW Executive Committee and for the MARC Homeland Security grant process
- Lead, supervise and develop TEW analysts and IT specialist hired or loaned to support the analytical work of the TEW