

DATE: April 28, 2005
TO: Municipal Clerk
FROM: Byron E. Johnson, C.P.M.
Director of Purchasing x 4313
THRU: Aurora Wells
Bid Clerk ext. 4038



Please place the following item on the **CONSENT** agenda for the Council Meeting of **MAY 3, 2005**.

Item should read as follows:

Request that the Director of Purchasing be authorized to issue a Purchase Order to Intergraph Public Safety in the amount of \$93,400.00. Intergraph Public Safety is the sole provider of Intergraph Public Safety Software. This Purchase Order will cover the cost for converting and importing data from the Police Department's old records management system to the new Records Management System (which is shared with the County), provide for the creation of a computer interface that will import citation and field interview information into the new Records Management System, and also purchase software that will allow the City's current map to be imported into the new Records Management System. Intergraph Public Safety Software is a proprietary software application developed and offered exclusively by Intergraph Public Safety. This is a sole source procurement as defined under Section 252.022 of the Local Government Code.

Additional, it is requested authorization for City staff to negotiate, City Attorney's Office to review, and the City Manager be authorized to execute any related contract documents and agreements necessary during the contract.

Award amount is \$93,000.00
Funds available in: 21150010-05359-508010 Project G210416
Funding Source: 2003 LLEBG Block Grant – RMS enhancement.
Department: Public Safety Technology

Contact person: Ray Heredia, Procurement Analyst at 541-4317.

AGENDA FOR: **MAY 3, 2005**

CITY OF EL PASO, TEXAS
REQUEST FOR COUNCIL ACTION (RCA)

DEPARTMENT: POLICE

AGENDA DATE: May 3, 2005

CONTACT PERSON/PHONE: MARY KOZAK, COMMUNICATION, POLICE DEPARTMENT

DISTRICT(S) AFFECTED: ALL

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Approve a motion authorizing the Director of Purchasing to issue a Purchase Order to Intergraph Public Safety in the amount of \$93,400.00. This Purchase Order will cover the cost for converting and importing data from the Police Department's old records management system to the new Records Management system (which is shared with the County), provide for the creation of a computer interface that will import citation and field interview information into the new Records Management System, and also purchase middleware software that will allow the City's current map to be imported into the new records management system..

Additionally, it is requested authorization for City staff to negotiate, City Attorney's Office to review, and the City Manager or the Mayor be authorized to execute any related contract documents and agreements necessary during the contract.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

Importing the old data will allow the City to discontinue maintenance on the "old" Records Management System, which costs approximately \$51,000.00 per year. The Citation interface will allow for the import of electronic ticketing data and field interview information into the new Records Management System, making that data available for reporting and analysis. The geofile software will allow for a current map to be maintained in the system.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Yes. The services and the software support an on-going and established computer data system solution based on High Technology acquisitions.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

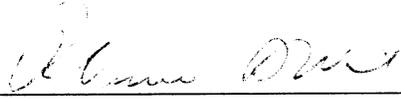
Total Amount is 93,400.00, Funds available from grants in: 21150010-508010-05359-21000-Project G210416. Funding Source: 2003 LLEBG Block Grant – RMS enhancement

BOARD / COMMISSION ACTION:

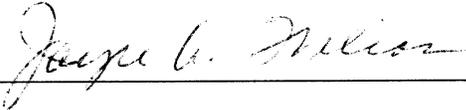
Enter appropriate comments or N/A

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____ **FINANCE:** (if required) _____

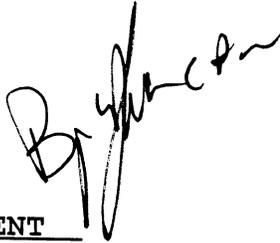
DEPARTMENT HEAD: Chief Richard Wiles 
(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER:  **DATE:** 4/27/05

PURCHASING DEPARTMENT

DATE: April 28, 2005
TO: Municipal Clerk
FROM: Byron E. Johnson
PURCHASING DEPARTMENT



Ray Heredia
4308/4316



Please place the following item on the Consent Agenda for the
Council Meeting of May 3, 2005.

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Award amount is \$93,000.00

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Funding Source: 2003 LLEBG Block Grant – RMS enhancement.

Department: Public Safety Technology

SPECIAL INSTRUCTIONS: _____

Municipal Clerk's Use

ITEM NO. _____



Intergraph Corporation
PO Box 240000
Huntsville, AL 35824

p: 1.256.730.2000
www.intergraph.com

April 8, 2005

Ms. Mary Kozak
El Paso Police Department
2 Civic Center Plaza
El Paso, TX 79901

Dear Ms. Kozak:

Intergraph Public Safety is pleased to provide to the City of El Paso information about the proprietary nature of Intergraph Public Safety software.

Intergraph Public Safety supplies interactive systems configured to individual customer requirements. Software developed at the corporation's expense is proprietary and confidential. Much of the documentation is not for release. Intergraph Public Safety shall be considered as the sole supplier and shall assume the responsibility for the development and maintenance of all Intergraph-supplied software.

Intergraph is the only manufacturer and provider of this particular software. No other vendor's software can perform the specific functions provided by this product as required by the City of El Paso.

If you have any questions, please feel free to contact me at (256) 730-8289.

Sincerely,

A handwritten signature in black ink that reads "Brian Godsy". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Brian Godsy
Intergraph Public Safety
Project Manager

Email: brian.godsy@intergraph.com



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Huntsville, AL 35824

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Intergraph is the only manufacturer and provider of this particular software. No other vendor's software can perform the specific functions provided by this product as required by the City of El Paso. As such, Intergraph should be considered the sole source provider for the efforts identified in Quotes 0578030904, 05781072904, 05782072904 and Q012805jc1 to include GeoMedia Pro software, an interface between the IPS system and an external Citation system and data mapping and conversion into the IPS software system.

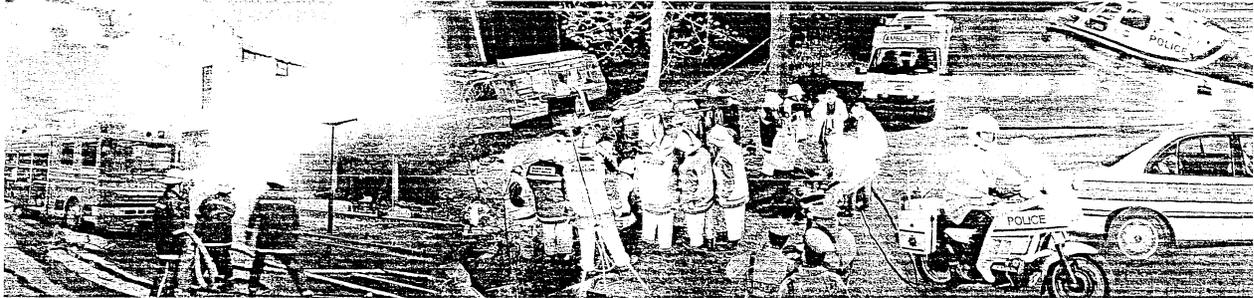
If you have any questions, please feel free to contact me at (256) 730-8289.

Sincerely,

A handwritten signature in black ink that reads "Brian Godsy". The signature is fluid and cursive, with the first name "Brian" being larger and more prominent than the last name "Godsy".

Brian Godsy
Intergraph Public Safety
Project Manager
brian.godsy@intergraph.com

INTERGRAPH



EL PASO COUNTY, TX

Intergraph Public Safety Statement of Work

Quote: 0578030904, 05781072904, 05782072904 and Q012805jc1

2/16/2005

Change History

<i>Revision</i>	<i>Date</i>	<i>Author</i>	<i>Section Changed and Description</i>
1.0	7/27/2004	Brian Godsy	Original
1.1	2/16/2005	Brian Godsy	Added APS Citation Interface scope

Table of Contents

1 Introduction 4

2 Assumptions 4

3 Project Deliverables 4

4 Scope of Functionality 5

5 Schedule 8

6 Price 8

7 Payment Terms 9

8 Force Majeure 9

9 Taxes 10

10 Governing Law 10

11 Place of Performance 10

12 Entire Agreement 10

13 Approval Signatures 11

1 INTRODUCTION

This document is submitted to serve as a mutually acceptable Scope of Work (SOW) between Intergraph Public Safety, Inc. (IPS) and El Paso, TX Police Department (EPPD). This SOW is intended to clarify purchased functionality that will be provided under quotes 0578030904, 05781072904, 05782072904 and Q012805jc1. Functionality not identified in this SOW may be included at additional cost with appropriate revisions to the SOW.

2 ASSUMPTIONS

This SOW is based upon the following assumptions:

- EPPD shall load the GeoMedia Pro software.
- EPPD shall provide a resource that understands and can document the EPPD legacy data so that it can be mapped to I/LEADS data fields.
- EPPD shall provide a laptop computer which shall be used for the execution of the data conversion. This computer will then be returned for loading of the converted data on the EPPD/EPSO system.
- EPPD shall identify fields required to complete the interface to the APS Citation system and the mechanism to deliver the files to a specific directory accessible by the I/LEADS system.
- EPPD shall be responsible for the SysGUI work required to add the fields that are not currently in I/LEADS.
- EPPD shall be responsible for developing the templates for the Citation Narratives that populate the Citation report.

3 PROJECT DELIVERABLES

The deliverables for this SOW will be as follows:

- GeoMedia Pro software
- Data Conversion Mapping for the City of El Paso
- Data Conversion Execution for the City of El Paso
- Import of the APS Citation/Field Contact data into I/LEADS

4 SCOPE OF FUNCTIONALITY

➤ GeoMedia Pro software

IPS shall provide the license and media for GeoMedia Pro software. No training shall be provided for the GeoMedia Pro application. This shall also include the first year of software maintenance. The maintenance will be added to the maintenance contract after the first year.

➤ Data Conversion Mapping

IPS shall provide analysis and field mapping for the conversion of the City RMS data into the I/LEADS schema. This shall include an analysis as to the fields that are able to be propogated, the identification of City RMS data that is “usable” in the I/LEADS system and the proposed effort required to do the actual conversion of data into I/LEADS from the City RMS system. This effort shall not include the efforts identified below under Data Conversion Execution.

➤ Data Conversion Execution

This quote covers the conversion phase including script development, data preparation, joint audit and final conversion. Data to be converted shall only include Master Names (including Aliases) and Incidents (including related names, charges and vehicles). The amount of data will be determined after analysis by IPS as to the impact of the volume of data versus performance of the I/LEADS system.

➤ Import of the APS Citation/Field Contact data into I/LEADS

Officers shall create citations using a handheld device provided by APS (Advanced Public Safety). At the end of shift, the officer will dock the handheld device and commence import of all citations into I/LEADS. Data fields to be imported are defined below. There will be two types of citations – traffic tickets and class C citations. Each has a different set of fields to be imported. All citations will be created as ASCII TAB delimited text files from the handheld and then imported one at a time into I/LEADS.

The import shall be run via the I/LEADS scheduler using a mutually agreed on time interval.

The import is restricted to the following data fields for traffic tickets:

accident_checkbox	case_number
actual_speed	citation_number
agency_city	command
agency_county	commercial_motor_vehicle_
agency_name	checkbox

construction_zone_checkbox	school_zone_checkbox
court_address	statute1_number
court_city	statute2_number
court_date	statute3_number
court_email	statute4_number
court_misc	statute5_number
court_name	stop_date
court_state	stop_time
court_telephone	ticket_notes
court_web	trailer_tag
court_zip	trailer_tag_state
document_id	vehicle_color
fine1	vehicle_make
fine2	vehicle_model
fine3	vehicle_style
fine4	vehicle_tag
fine5	vehicle_tag_expiration_year
location_description	vehicle_tag_state
intersection_description	vehicle_year
location_eb_checkbox	video
location_grid	violation_grant
location_nb_checkbox	violation1_description
location_sb_checkbox	violation1_rmsid
location_weather	violation2_description
location_wb_checkbox	violation2_rmsid
misc	violation3_description
officer_id	violation3_rmsid
officer_name	violation4_description
parents_name	violation4_rmsid
patrol	violation5_description
placarded_hazardous_materials_checkbox	violation5_rmsid
prof_charge	violator_address
prof_loc_boundary	violator_cdl_checkbox
prof_num_passengers	violator_city
prof_reason	violator_diffaddr_checkbox
prof_resident_checkbox	violator_dl_class
prof_result	violator_dl_expiration_year
prof_search	violator_dl_number
prof_search_authority	violator_dl_state
prof_search_contraband	violator_dob
prof_who	violator_ethnicity
posted_speed	violator_eye_color
race_determined_officer_observation	violator_first_name
race_determined_stated_by_person	violator_hair_color
	violator_height
	violator_last_name

violator_middle_name	violator_telephone2
violator_race	violator_weight
violator_sex	violator_zip
violator_state	warning1_description
violator_telephone	warning2_description

The import is restricted to the following data fields for traffic tickets:

agency_city	parent_first_name
agency_county	parent_last_name
agency_name	parent_middle_name
case_number	parent_state
citation_number	parent_telephone
complaintant_address	parent_zip
complaintant_city	reporter_address
complaintant_name	reporter_cdl_checkbox
complaintant_state	reporter_city
complaintant_telephone	reporter_diffaddr_checkbox
complaintant_zip	reporter_dl_class
consent_checkbox	reporter_dl_expiration_year
court_address	reporter_dl_number
court_city	reporter_dl_state
court_date	reporter_dob
court_email	reporter_ethnicity
court_misc	reporter_eye_color
court_name	reporter_first_name
court_state	reporter_hair_color
court_telephone	reporter_height
court_web	reporter_last_name
court_zip	reporter_middle_name
document_id	reporter_race
employer_address	reporter_sex
employer_city	reporter_ssn
employer_name	reporter_state
employer_state	reporter_telephone
employer_telephone	reporter_telephone2
employer_zip	reporter_weight
fine1	reporter_zip
fine2	search_checkbox
fine3	statute1_number
misc	statute2_number
officer_id	statute3_number
officer_name	stop_date
parent_address	stop_time
parent_city	ticket_notes

video	violator_eye_color
violation1_description	violator_first_name
violation2_description	violator_hair_color
violation3_description	violator_height
violator_address	violator_last_name
violator_cdl_checkbox	violator_middle_name
violator_city	violator_race
violator_diffaddr_checkbox	violator_sex
violator_dl_class	violator_ssn
violator_dl_expiration_year	violator_state
violator_dl_number	violator_telephone
violator_dl_state	violator_telephone2
violator_dob	violator_weight
violator_ethnicity	violator_z

The standard I/LEADS import module will be used to import the ASCII text file. This module will also move the files from the import directory to a processed directory. It will be the responsibility of the City to determine when these files need to be deleted. They will build up quickly.

SYSGUI fields will be added by El Paso for those fields above that are not standard in the I/Leads database.

The complaint report will be generated from the citation module. This report will look similar to the current complaint form. The narrative found in the upper half of the report will be generated from the notes field in the citation module using the template functionality. El Paso will create the template to be used for entering this text. The lower half of the report form, below the narrative, will contain the signatures as in the current report form. The narrative field will be limited to the current half page as it will not stretch with overflow.

5 SCHEDULE

IPS and EPPD will determine a mutually agreeable schedule for completion of the deliverables as described in this SOW.

6 PRICE

The price for implementing this Scope of Work is as follows. The price is valid for ninety (90) days from the date of this document.

<i>Service</i>	<i>Amount (U.S. Dollars)</i>
Delivery of GeoMedia Software	\$9,000
Completion of Data Conversion	\$64,700
Completion of APS Citation Interface	\$28,700

IPS will submit invoices to DC FEMS at the following address:

Attn: Mary Kozak
 El Paso Police Department
 2 Civic Center Plaza
 El Paso, TX 79901
 915-564-6996

7 PAYMENT TERMS

Payment for this Scope of Work will be according to the following schedule. Options are not included in this payment schedule.

<i>Payment Milestone</i>	<i>Payment</i>
Delivery of GeoMedia Software	\$9,000
Completion of Data Conversion	\$64,700
Completion of APS Citation Interface	\$28,700

Payment is due thirty (30) days from the date of invoice. An interest charge of one and one-half percent (1 ½%) per month (or the maximum amount allowed by law, whichever is less), prorated on the basis of a thirty (30) day month, will be assessed on delinquent payments.

8 FORCE MAJEURE

Neither party shall be deemed to be in default of any provision of this Agreement or be liable for any delay, failure in performance, or interruption of service resulting from acts of war, acts of terrorism, acts of God, acts of civil or military authority, civil disturbance, or any other cause beyond its reasonable control.

9 TAXES

Prices are exclusive of all federal, state or local sales, use, property, gross receipts, value added or similar taxes based upon amounts payable to IPS pursuant to this Agreement ("Taxes"). Such Taxes, however do not include franchise taxes or taxes based on net income. Customer agrees to pay IPS any applicable Taxes or provide IPS documentary evidence of an appropriate statutory exemption.

10 GOVERNING LAW

This Agreement shall for all purposes be construed and enforced under and in accordance with the laws of the State of Alabama.

11 PLACE OF PERFORMANCE

Customer agrees to provide appropriate work place accommodations, computer equipment, software, and necessary access for IPS personnel.

12 ENTIRE AGREEMENT

These Terms and Conditions, the IPS Quotation, together with any attachments hereto, constitute the entire agreement between the parties with respect to the subject matter hereof; all prior agreements, representations, statements, negotiations, and undertakings are superseded hereby.

7W

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign all necessary documents and the Chief of Police be authorized to submit the on-line grant acceptance to accept a grant award for a Local Law Enforcement Block Grant from the U.S. Department of Justice, Bureau of Justice Assistance, for the purpose of purchasing hardware, software and related equipment to support the Police Department's new records management system in the amount of \$362,768.00; matching funds in the amount of \$40,308.00; and that the Mayor be authorized to execute on behalf of the City of El Paso, any grant amendments to the initial Grant Agreement which increase, decrease or deobligate program funds provided that no additional City funds are required, or which decrease the amount of matching funds, and any documents to request and accept an extension of the award ending date for the grant.

ADOPTED this 16th day of September 2003.

CITY OF EL PASO



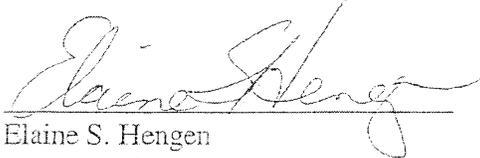
Joe Ward, Mayor

ATTEST:



Richarda Duffy Mornsen
City Clerk

APPROVED AS TO FORM:



Elaine S. Hengen
Assistant City Attorney

4R

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign an Interlocal Agreement by and between the County of El Paso and the City of El Paso for the establishment of a combined records information management enterprise system for law enforcement information sharing and by which the City will participate in the system and purchase necessary equipment for the City through the County's procurement efforts that will enable the City to obtain a system that will serve the City's needs which will also be capable of independent operation, if necessary, in an amount not to exceed \$1,400,000.00.

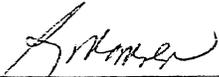
Adopted this 13th day of February 2003.

CITY OF EL PASO



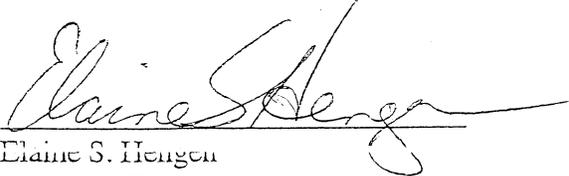
Raymond C. Caballero, Mayor

ATTEST:



Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Elaine S. Hengen
Assistant City Attorney

Interlocal Agreement

BETWEEN

The COUNTY of El Paso and The CITY of El Paso

FOR
LAW ENFORCEMENT INFORMATION SHARING
&
MUTUAL SUPPORT SERVICES

For The
Combined Records Information Management Enterprise System
(CRIME)

This agreement is entered into by and between the County of El Paso, a political subdivision of the State of Texas, hereinafter referred to as the County, and the City of El Paso, a home rule municipal corporation situated in El Paso County, Texas, hereinafter referred to as the City, pursuant to the Interlocal Cooperation Act, Sec. 791.001, et seq., Texas Government Code, for the creation of a regional law enforcement information system that will provide the means for participating agencies to share law enforcement information. This information sharing will be possible through a common system to be known as the Combined Records Information Management Enterprise (CRIME) system. Both parties shall be participating agencies and during system implementation, the County will be the lead participating agency for acquiring the equipment, software and support functions. The County will enter into agreements with hardware and software vendors and other contractors as required in the implementation and operation of the CRIME System. This agreement includes all items necessary to define the terms and arrangements between the parties.

RECITALS

WHEREAS, the Interlocal Cooperation Act, Sec. 791.001, et seq., Texas Government Code, authorizes local governments to contract with one another to carry out their governmental functions; and

WHEREAS, the County and the City agree that providing information sharing and services on a regional basis will provide more efficient, effective, and less costly services for both the City and the County, thereby serving the public; and

LAW ENFORCEMENT INFORMATION SHARING
&
MUTUAL SUPPORT SERVICES

WHEREAS, public safety in the region will be significantly enhanced with the creation of the CRIME system through improved communication and data availability for participating agencies; and

WHEREAS, the El Paso County Sheriff's Office is the lead participating agency for acquiring the CRIME system and sharing law enforcement information with other agencies; and

WHEREAS, the El Paso City Police Department is a participating agency in acquiring the CRIME system and sharing law enforcement information with other agencies; and

WHEREAS, the Information Technology Department (ITD) of the County presently performs the information technology services and support required by the Sheriff's Office in connection with its technology operations; and

WHEREAS, the Information Technology Department (ITD) of the City presently performs the information technology services required by the Police Department in connection with its technology operations; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, and of other good and valuable consideration, and intending to be bound hereby, the County and the City agree as follows:

ARTICLE I.
GENERAL PROVISIONS

- 1.1 It is the purpose of this agreement to provide a mechanism whereby the City may obtain regional record information system software licenses, software training, hardware, and support services by contracting for said services from the County, and to set forth the responsibilities of the parties to this agreement.
- 1.2 This agreement further serves to create and provide the framework for the operation of the Combined Records Information Management Enterprise (CRIME) system, which is intended to serve as a regional law enforcement information sharing resource between the Sheriff's Office, the El Paso Police Department and other area law enforcement agencies that may choose to participate at a later date. The County may enter into agreements with such other agencies that would allow those agencies the use of the CRIME system as a participating agency, provided that such agreements do not require the City to purchase new hardware, software or training or otherwise result in any direct expenditures for the City, unless the City first approves of such expenditures. In any such agreements, the County shall require the new participating agency to comply with the obligations set forth in Section 6.3 and Article VII of this agreement and to agree to all procedures and provisions as contained in the Statement of Work to be created pursuant to section 2.1 of this Agreement (hereafter the SOW).

LAW ENFORCEMENT INFORMATION SHARING
&
MUTUAL SUPPORT SERVICES

ARTICLE II.
COUNTY PERFORMANCE

- 2.1 The County agrees to provide project management, contract management, support services and deliverables to the City as set forth herein and in accordance with the goals specified in the SOW. The SOW will be reviewed annually and revised as needed to meet the changing requirements of both the Sheriff's Office and Police Department. The SOW is an attachment to this contract that is mutually agreed to by the El Paso County Sheriff and El Paso Police Chief or their designees. In the event that other law enforcement agencies join as participating agencies, the El Paso County Sheriff and the El Paso Police Chief or their designees shall revise the SOW as necessary to address all issues that will arise from the addition of a new participating agency. The County shall operate and maintain said services in accordance with all applicable local, state and federal laws, regulations, and codes.
- 2.2 The County shall serve as the Project Lead and Contract Manager with the vendor. The County shall provide complete copies of all licenses and maintenance agreements to the City and shall address all issues relevant to the licenses and maintenance agreements in the SOW. Any licenses, hardware, and software purchased by the County on behalf of the City become, upon reimbursement to the County, the sole property of the City, and the County shall, during the procurement process, ensure that all vendors permit such transfers of ownership and other rights to the City.
- 2.3 The County shall evaluate, in consultation with representatives of the City, and select and purchase, in accordance with federal, state and local laws, the hardware, software, training, and vendor maintenance agreements for both the Sheriff's Office and the Police Department. Training and installation of the hardware and software by the vendor shall be accomplished under a time schedule mutually agreed upon by the ITD representatives and the El Paso County Sheriff and the El Paso Police Chief or their designees.
- 2.4 The County shall purchase, house and maintain the primary system server. The County will assume all costs of ownership for the hardware, software and database maintenance of the primary server. The County shall perform daily backups of the data housed on the primary server.

ARTICLE III.
CITY PERFORMANCE

- 3.1 The City agrees to reimburse the County for project, contract and maintenance support services provided by County resources, as defined in section 8.2.
- 3.2 The City shall be responsible for all hardware, software, training, maintenance support covered under this agreement either by purchasing directly from the manufacturers and suppliers or provide the funding to the County in a timely fashion to enable the County to

**LAW ENFORCEMENT INFORMATION SHARING
&
MUTUAL SUPPORT SERVICES**

meet the payment deadlines established by the various vendors for any purchases made on the City's behalf for any initial purchases made under this Agreement. All subsequent purchases shall be invoiced by the County in accordance with the provisions in Section 8.2 of this Agreement.

- 3.3 The City shall purchase, house and maintain a secondary, fully redundant server. The City will be responsible for all costs of ownership for the hardware, software and database maintenance of the secondary server and the performance of backups of the data housed on the secondary server. The ITD representatives of both parties shall mutually agree upon a method of automated data transfer between the primary and secondary servers that ensures timely, safe and secure transfer of data, as outlined in the SOW.

ARTICLE IV.
MUTUAL OBLIGATIONS OF THE PARTIES

- 4.1 The County and City agree to provide resources and material support that is not provided under contracts with vendors, service providers or other entities to install and maintain the CRIME System. The County and the City shall each act on their own behalf to secure, install and support the necessary communications equipment and resources to inter-connect the County and the City networks.
- 4.2 Costs for any vendor corrections, upgrades, or enhancements that are agreed upon by representatives of both the City and the County will be divided by the percentage of licenses acquired by each party. Any additional costs for such vendor corrections, upgrades, or enhancements that are required by only the City and permitted in accordance with section 4.3, shall be the sole responsibility of the City. Any additional costs for such vendor corrections, upgrades, or enhancements that are required by only the County and permitted in accordance with section 4.3, shall be the sole responsibility of the County.
- 4.3 The City's and the County's ITD representatives shall each advise the other of any vendor corrections, upgrades or enhancements, which become available which they desire to procure from the appropriate vendor. Each entity agrees that an independent procurement of such corrections, upgrades or enhancements will be made only if the purchase and installation will not compromise the ability of the systems to work together in a manner agreeable to the ITD representatives of both parties.
- 4.4 Both the City and the County agree to abide by the non-disclosure terms and provisions of all license agreements.
- 4.5 Both the County and the City agree that reasonable efforts will be made to aid and assist the other in accomplishing the objectives of this agreement. In the event of any dispute, claim, question or disagreement arising from or relating to this agreement or any breach thereof, the parties shall use their best efforts to meet regularly and resolve the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith,

**LAW ENFORCEMENT INFORMATION SHARING
&
MUTUAL SUPPORT SERVICES**

through the project management committee as provided for in section 5.4 of this Agreement during the project implementation phase or the CRIMES Steering Committee as provided for in Section 5.5 of this Agreement once that committee has been established and in the SOW, and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. The parties may also include their attorneys in such consultations and negotiations. If the parties are unable to reach a solution within a period of 60 days, the dispute, claim, question or difference shall be referred to an alternate dispute resolution process, which may include mediation or arbitration, provided however, both parties must mutually agree by resolutions of their governing bodies before binding arbitration can be selected as the method for resolving the dispute, claim, question or difference. The process to be used and the selection of a mediator or an arbitrator shall be made by mutual agreement of the El Paso County Sheriff and the El Paso Police Chief and the costs charged for the use of an alternate dispute resolution process shall be shared equally between the parties.

ARTICLE V.
PROJECT AND CONTRACT MANAGEMENT

- 5.1 The County ITD shall provide the project and contract management. The ITD representative for the County for project management, contract management, and support services shall be the Chief Technology Officer, of the Information Technology Department or his designee at: The El Paso County Court House, 500 East San Antonio Street, El Paso, Texas 79901.
- 5.2 The project oversight manager shall be the El Paso County Sheriff, or his designee. The project oversight manager shall agree to meet regularly to discuss project milestones and relationship strategies with the El Paso Police Chief, or his designee.
- 5.3 The ITD representative for the City in connection with any project management or contract management issues and for support services shall be the Director of the Information Technology Department or his designee at: The City of El Paso, 2 Civic Center Plaza, El Paso, Texas 79901.
- 5.4 A project management committee shall be established with membership from the City and County. The committee shall consist of two members from the El Paso Police Department, two members from the El Paso County Sheriff's Office, one member from the El Paso Police Department information technology, one member from the City of El Paso information technology, one member from the El Paso County Sheriff's Office information technology, and one member from the El Paso County Information Technology Department. It will be the responsibility of this committee to make decisions regarding the implementation of the system and to resolve disputes and disagreements between the parties. The specific responsibilities and rules of operation for the committee will be detailed in the Statement of Work.

LAW ENFORCEMENT INFORMATION SHARING
&
MUTUAL SUPPORT SERVICES

- 6.2 In the event this agreement is terminated, each party will retain ownership of any and all licenses, hardware and software purchased by them or on their behalf. The parties through the El Paso County Sheriff and the El Paso Police Chief shall additionally agree upon a procedure to separate each participating agency's data to include purging, if possible and practical, all data belonging to the other party and the parties agree to maintain all confidentiality restrictions as set forth in Article VII of this agreement for any data that is not or cannot be purged. In the event that another participating agency shall cease participation, the parties through the El Paso County Sheriff and the El Paso Police Chief or their designees shall meet with representatives of such participating agency and agree upon a procedure to separate that participating agency's data to include purging, if possible and practical, all data belonging to that participating agency and the parties agree to maintain all confidentiality restrictions as set forth in Article VII of this agreement for any data that is not or cannot be purged.
- 6.3 If on or after the date that the system becomes fully operational either of the parties to this Agreement shall fail to fulfill its obligations under this Agreement properly and timely, or if either of the parties shall violate any of the covenants, agreements, or stipulations of this Agreement except as separately set forth in section 6.4, thereupon the non-breaching party shall have the right to terminate this Agreement if the breaching party has not cured the default within 90 days after receiving written notice. If the cure or remedy requires the effort of both parties, the El Paso County Sheriff and the El Paso Police Chief or their designees shall coordinate such effort and mutually agree to the procedure to effectuate the cure. The party's failure to insist upon strict performance of any covenant, agreement, or stipulation of the Agreement or to exercise any right herein contained shall not be a waiver or relinquishment of such covenant, agreement, stipulation, or right, unless the parties consent thereto in writing. Any such written consent shall not constitute a waiver or relinquishment in the future of such covenant, agreement, stipulation or right.
- 6.4 In the event of a widespread or consistent pattern of violation in the manner in which the system is used, including the abuse or disregard of operational policies, after the date that the system becomes fully operational by any participating agency that results in the improper release or use of the data of a party or which impedes the effective use of the CRIME system, the affected party may send notice to the other party of the alleged violation and request that the violation be cured in 30 days. Such written notice shall contain specific information pertaining to the alleged violation and a detailed explanation of the detrimental effect of such violation. In the event that the other party fails to cure the violation to the detriment of the affected party, or take steps to prevent future improper release or use of the data of the affected party, the affected party may terminate this agreement upon the giving of 60 days written notice to the other party.

LAW ENFORCEMENT INFORMATION SHARING
&
MUTUAL SUPPORT SERVICES

ARTICLE VII.
CONFIDENTIAL INFORMATION AND DATA SECURITY

- 7.1 Each participating agency shall be responsible for the collection and assembly of its own separate data in the database. Each participating agency shall remain the sole and exclusive owner of its own separate data regardless of whether such data is maintained on magnetic tape, magnetic disk, or any other storage medium or processing device comprising a part of the County's shared host environment. Each participating agency shall determine the access control levels to its data for its employees as well as other participating agencies. Pursuant to the Texas Public Information Act, section 552.001, et seq., Texas Government Code, each participating agency shall retain the ultimate responsibility for disclosing or withholding its own data and information in response to a request received by it under the Public Information Act or by subpoena duces tecum. In the event that the parties set up shared tables or specifically set up other information in the system that will be shared by all participating agencies, the CRIMES Steering Committee shall designate the procedures in the SOW for the maintenance of this information as well as the disclosure of this information pursuant to the Texas Public Information Act or by subpoena duces tecum.
- 7.2 The County shall maintain adequate daily backup procedures including off site storage of duplicate data to reproduce the City's data.
- 7.3 Each participating agency will provide policies, procedures and training to their personnel for the utilization of the information of the other party, or any third party to include but not be limited to the shared tables or other information specifically set up in the system to be shared by all participating agencies. Each participating agency will utilize security devices or procedures designed to prevent unauthorized access to such materials. Each participating agency shall prohibit its employees from attempting to circumvent all such security procedures and devices and all information relating to system security shall be distributed only to persons having a need to know such information to perform their duties in conjunction with this Agreement and the operation of the CRIME system. Each participating agency's written policies for its employees established pursuant to this section shall be available for review by all other participating agencies.
- 7.4 The County and the City agree to abide by the provisions of all applicable local, state and federal laws, rules and regulations relating to data privacy or confidentiality, and as any of the same may be amended. Nothing in this agreement shall restrict or impact the ability of either party to conduct appropriate criminal investigations into any misuse of the system or the information contained in the system.

**LAW ENFORCEMENT INFORMATION SHARING
&
MUTUAL SUPPORT SERVICES**

ARTICLE VIII.
PAYMENT AND FEE SCHEDULE

- 8.1 Unless otherwise expressly agreed to, the cost parameters in this Agreement shall represent actual costs and reimbursement for equipment, services, employee's salaries and benefits, fees and other items or expenses necessary to provide CRIME application support services as shown on Exhibit A. The City shall appropriate and reserve an amount not to exceed \$1,400,000.00 and the County shall appropriate and reserve an amount not to exceed \$500,000.00 for the project, for a total project budget of \$1,900,000.00. Purchase Orders will be issued by each entity for their respective pro-rata portion of the project. Each entity will also process separate payments for the project on a pro-rata basis as shown in Exhibit A. Indirect costs shall not be considered as part of the entity's financial contribution.
- 8.2 The County shall maintain records of purchases and services provided to the City for administrative and financial purposes. The County shall upon request furnish a monthly report of activities and finances related to such purchases and services. The County will submit an invoice to the City's Information Technology Director, and after his review and approval, the City shall make payment to the County no later than 30 days after receipt of each invoice. Each such invoice will include any purchases, services provided by the County and any applicable adjustments or credits. In the event the City requests support or services beyond that which is included in this agreement or the SOW, the cost shall be determined, or estimated if an exact determination is not possible, and agreed upon by the ITD representatives in advance of the performance of any such service.
- 8.3 If the City provides reimbursable or chargeable purchases or services to the County under this agreement or the SOW, the City shall maintain records of such and shall upon request furnish a monthly report of activities and finances related to such purchases and/or services. The City will submit an invoice to the County's Chief Technology Officer, and after his review and approval, the County shall make payment to the City no later than 30 days after receipt of each invoice. Each such invoice will include any purchases, services provided by the City and any applicable adjustments or credits. In the event the County requests support or services beyond that which is included in this agreement or the SOW, the cost shall be determined to the extent possible and agreed upon by the ITD representatives in advance of the performance of any such service.
- 8.4 Upon entry into this Agreement, the parties shall appropriate the funding necessary for all purchases to purchase the system and make it fully operational. Thereafter, all payments for future operational costs under this agreement shall be satisfied out of current appropriations for each fiscal year that occurs during the life of this agreement and each party shall have the right to terminate this agreement upon the giving of ninety (90) days written notice to the other party prior to the end of the party's then current fiscal year, in the event that a party be unable to and will not appropriate any funding to pay for any type of law enforcement records management system for the next fiscal year.

**LAW ENFORCEMENT INFORMATION SHARING
&
MUTUAL SUPPORT SERVICES**

ARTICLE IX.
MISCELLANEOUS PROVISIONS

- 9.1 The laws of the State of Texas shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and performance under it.
- 9.2 The County and the City agree to observe all local, federal and state laws, rules and regulations that in any manner affect or govern the procurement of goods and services necessitated to carry out this agreement and the services to be performed under this Agreement.
- 9.3 Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid if executed as an amendment to this Agreement.
- 9.4 The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts, which are void, invalid or otherwise unenforceable, shall substantially and indisputably impair the value of the entire Agreement with respect to either party, in which event either party may proceed to terminate the agreement by giving the other party ninety (90) written notice and the parties shall immediately proceed to separate the data in accordance with section 6.2. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same.
- 9.5 Amendments to this agreement shall first be proposed to and agreed upon by the ITD representatives and the Chief Law Enforcement Officers or their designee. Amendments must then be presented to both the County Commissioners Court and the City Council for their approval and become effective when approved by both governing bodies.
- 9.6 Changes to the SOW do not require City Council or Commissioners Court approval; the SOW is a living document and subject to change as needed. Changes to the SOW will be agreed upon by the ITD representatives and the Chief Law Enforcement Officers or their designee.
- 9.7 This agreement shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, said County of El Paso and said City of El Paso have caused these presents to be executed in their behalf respectively by their proper officers thereto duly authorized and their corporate seal to be hereto affixed, the day and year as noted below.

LAW ENFORCEMENT INFORMATION SHARING
&
MUTUAL SUPPORT SERVICES

CITY OF EL PASO

COUNTY OF EL PASO

Dated: February 13, 2003.

Dated: 2/13/03



Raymond C. Caballero
Mayor

By: _____

Dolores Briones
El Paso County Judge

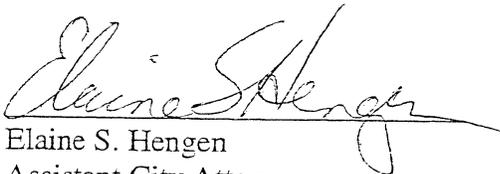
ATTEST: Richarda Duffy Momsen

Richarda Duffy Momsen
City Clerk

ATTEST: _____

Waldo Alarcon
County Clerk

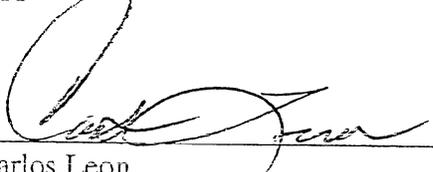
Approved as to form:



Elaine S. Hengen
Assistant City Attorney

Jesus Rodriguez
Assistant County Attorney

Approved as to content:



Carlos Leon
Chief of Police

Leo Samaniego
Sheriff

Exhibit A
Combined Records Information Management Enterprise System
(CRIME)

INTRODUCTION:

This document details the percentage of estimated cost to the City for the project referred to in paragraph 8.1 of the CRIMES Interlocal Agreement. The City agrees to purchase at their cost the identical server configuration as the County.

The County, through its ITD, will provide project management services to the City. Project management support for the City of El Paso is based on 20% of one person's annual salary until full operational capability. City ITD and County ITD have agreed to provide 24X7 operational support for Servers, Network and Backup/Recovery on an in-kind basis as they will be providing mutual support.

City of El Paso to fund 100% of actual cost of the following items:

City Client Software (RMS Vendor Provided)
City Training Services (RMS Vendor Provided)
City's data conversion and analysis (RMS Vendor Provided)
City's AFIS Interface (other interface module - RMS Vendor Provided)

County of El Paso to fund 100% of actual cost of the following items:

County Client Software (RMS Vendor Provided)
County Training Services (RMS Vendor Provided)
County's data conversion and analysis (RMS Vendor Provided)

City of El Paso to fund at 80% of actual costs of the following items:

Server Software (RMS Vendor Provided)
JIMS/DIMS interface (RMS Vendor Provided)
Project Management and Implementation (RMS Vendor Provided)
Installation, Shipping, Insurance, Escrow, Bond, Warranty (RMS Vendor Provided)
Hardware and Software Maintenance (RMS Vendor Provided)

Discounts:

Any System Discounts shall be divided in favor for the City of El Paso at 80% and the County of El Paso at 20%

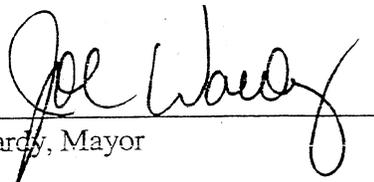
RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign an Amendment to the Interlocal Agreement by and between the County of El Paso and the City of El Paso for the establishment of a combined records information management enterprise system for law enforcement information sharing to clarify the procedures by which the County's contractor will submit invoices to the County and the City for payment for the purchases addressed in the original Interlocal Agreement.

Adopted this 29th day of July 2003.

CITY OF EL PASO



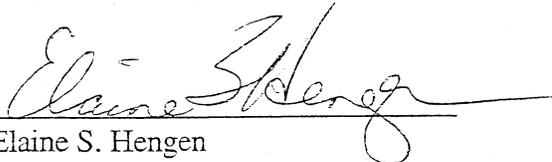
Joe Wardy, Mayor

ATTEST:



Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Elaine S. Hengen
Assistant City Attorney

Amendment to the Interlocal Agreement

BETWEEN

The COUNTY of El Paso and The CITY of El Paso

**FOR
LAW ENFORCEMENT INFORMATION SHARING
& MUTUAL SUPPORT SERVICES**

**For The
Combined Records Information Management Enterprise System (CRIME)**

THAT, this Amendment to the Interlocal Agreement is entered into by and between the County of EL Paso, a political subdivision of the State of Texas, hereinafter referred to as the County, and the City of El Paso, a home rule municipal corporation situated in El Paso County, Texas, hereinafter referred to as the City.

WHEREAS, on or about February 13, 2003, the County and the City entered into a Interlocal Agreement for Law Enforcement Information Sharing and Mutual Support Services for the Combined Records Information Management Enterprise System; and

WHEREAS, the County and the City mutually desire to clarify the provisions relating to the payment of invoices for the initial expenditures contemplated by the Interlocal Agreement and that the clarification serves a sufficient interest for both parties such as to constitute good and valid consideration for the adoption of this amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree and covenant as follows:

WITNESSETH:

1. That Paragraph 3.2 is hereby amended to read as follows:

3.2 The City shall be responsible for all City hardware, software, training, maintenance support covered under this agreement either by purchasing directly from the manufacturers and suppliers or provide the funding to the County in a timely fashion to enable the County to meet the payment deadlines established by the various vendors for any purchases made on the City's behalf for any initial purchases made under this Agreement. All direct purchases from the

manufacturer shall be billed and paid in accordance with the "Change Order Number 1" attached as Exhibit A to this amendment and incorporated herein by reference. All subsequent purchases shall be invoiced by the County in accordance with the provisions in Section 8.2 of this Agreement.

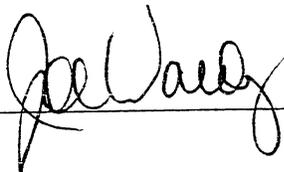
2. That except as hereby amended, the Memorandum of Agreement dated February 13, 2003 shall remain in full force and effect.

IN WITNESS WHEREOF, said County of El Paso and said City of El Paso have caused these presents to be executed in their behalf respectively by their proper officers thereto duly authorized and their corporate seal to be hereto affixed, the day and year as noted below.

CITY OF EL PASO

Dated: July 29, 2003.

Joe Wardy
Mayor



ATTEST: _____
Richarda Duffy Momsen
City Clerk



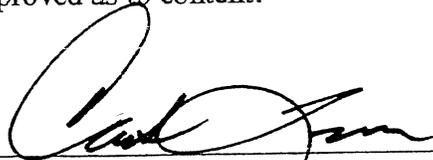
Approved as to form:

Elaine S. Hengen
Assistant City Attorney



Approved as to content:

Carlos Leon Chief of Police



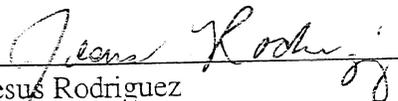
COUNTY OF EL PASO

Dated: 7/28/03

By: 
Dolores Briones
El Paso County Judge

ATTEST: 
Waldo Alarcon
County Clerk

Approved as to form:


Jesus Rodriguez
Assistant County Attorney

Approved as to content:


Leo Samaniego
Sheriff

CHANGE ORDER REQUEST

County of El Paso, Texas

CHANGE ORDER NUMBER: 1

DATE: 06/03/03

ORIGINAL PURCHASE ORDER NUMBER: Agreement between Intergraph Public Safety and County of El Paso dated May 22, 2003 (KK-03-107)

CURRENT CONTRACT PRICE: \$ 1,157,166.00

REVISED CONTRACT PRICE: No cost change

QUOTATION NUMBER DESCRIBING THE CHANGE: Not applicable

DESCRIPTION OF CHANGE: Change terms of payment.

Intergraph Public Safety, Inc. (IPS), the County of El Paso (County), and the City of El Paso (City) agree by execution of this Change Order Request to change the Agreement between IPS and the County dated May 22, 2003, Section 13.0, Terms of Payment, to the following:

13.0 TERMS OF PAYMENT

The County and the City shall share in the total cost of \$1,157,166.00 for the system provided by IPS under this Agreement. The County shall be responsible for payment of \$263,133.20 to IPS and the City shall be responsible for payment of \$894,032.80 to IPS. The County and the City shall be invoiced separately by IPS for their cost of the system in accordance with the payment milestones listed below. The terms of payment shall be net thirty (30) days from the date of receipt of invoice, with invoicing to occur upon certification from IPS that it has successfully completed the following milestones:

- A. Twenty-five percent (25%) of the total purchase price due upon contract signing.
- B. Twenty-five percent (25%) of the total purchase price due upon County's acceptance of Project Implementation Plan.
- C. Twenty percent (20%) of the total purchase price due upon RMS System setup (excluding County-staged workstations and custom interfaces) at the County site.
- D. Twenty percent (20%) of the total purchase price due upon RMS System Cutover.
- E. Ten percent (10%) of the total purchase price due upon completion of 30-day Reliability Period for RMS after Cutover.

An interest charge of one percent (1.0%) per month (or the maximum amount allowed by law, whichever is less), prorated on the basis of a thirty (30) day month, may be assessed on delinquent payments

APPROVAL:

Intergraph Public Safety, Inc.

By: Dan Wright

Name: Dan Wright

Title: Contracts Manager

Date: 6/3/03

The County of El Paso

~~COUNTY JUDGE~~
~~DOLORES BRIONES~~

Title: _____

Date: 6/9/03

~~The City of El Paso~~

~~By: _____~~

~~Name: _____~~

~~Title: _____~~

~~Date: _____~~