

ACTION FORM BRYAN CITY COUNCIL

DATE OF COUNCIL MEETING: May 12, 2015		DATE SUBMITTED: April 27, 2015	
DEPARTMENT OF ORIGIN: Police / Information Technology		SUBMITTED BY: Eric Buske / Bernie Acre	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	STRATEGIC INITIATIVE:
<input type="checkbox"/> BCD	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1ST READING	<input checked="" type="checkbox"/> PUBLIC SAFETY
<input type="checkbox"/> SPECIAL	<input checked="" type="checkbox"/> CONSENT	<input type="checkbox"/> 2ND READING	<input checked="" type="checkbox"/> SERVICE
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> STATUTORY		<input type="checkbox"/> ECONOMIC DEVELOP.
<input type="checkbox"/> WORKSHOP	<input type="checkbox"/> REGULAR		<input type="checkbox"/> INFRASTRUCTURE
			<input checked="" type="checkbox"/> QUALITY OF LIFE
AGENDA ITEM DESCRIPTION: Consider approval of an Interlocal Cooperative Agreement (ILA) between the City of Bryan (COB) and Brazos County (County).			
<p>The COB and the County desire to utilize one joint public safety records management system (RMS), Tiburon Total Enforcement Records Management System (TE RMS), with the COB providing the primary hardware and software support.</p>			
SUMMARY STATEMENT: On April 1, 2004, the COB acquired the Tiburon Computer Aided Dispatch (CAD) system and the associated Law Records Management System and Fire Records Management System (collectively known as RMS). As part of this project the COB also acquired a <u>multi-agency</u> license for use of the RMS with the expectation that the County would at some point partner and share resources with the COB.			
<p>Since 2004, the County has utilized the COB's CAD system for dispatching its law enforcement officers. The County has historically paid a portion of the annual maintenance cost based on its percentage of calls for service. Additionally, the County was already using a rudimentary RMS software system and elected not to invest in an interface between the COB's Tiburon RMS and the County RMS. Therefore the multi-agency license purchased in 2004 was not utilized and the County and the COB maintained law enforcement records in two disparate systems.</p>			
<p>The COB has already invested in hardware technology that can be used for a joint-agency RMS with the County. To support this ILA the COB must upgrade from its present version of Tiburon's records management system (RMS) to TE RMS.</p>			
<p>The County is in the process of replacing their current court software. The vendor the County is choosing for their court system does not recommend that the County integrate with the County's existing RMS system. Therefore, the County must acquire an RMS and integrate with their new court system. Since the COB already owns a joint-agency license, the relationship outlined in the ILA will reduce the County's costs significantly and provide numerous efficiencies between the respective COB and County law enforcement agencies.</p>			
<p>Conversely, this agreement will extend the life of the COB 11 year old public safety system for a minimum of 5 more years with a significant decrease in maintenance costs. Additionally, leveraging this joint-agency agreement provides for significantly less capital expenditure than the costs associated to research, purchase, and implement a new public safety system.</p>			
<p>As a reference only, the cost of this implementation will be a <u>one-time payment</u> in FY15 of \$215,000:</p>			

\$38,950 – City of Bryan portion
\$176,050 – Brazos County portion

Historically, the annual maintenance costs associated with RMS software have been as follows:

2015 – \$38,461
2014 - \$36,629
2013 – \$34,885
2012 – \$33,224
2011 – \$31,642
2010 – \$30,135
2009 - \$28,700

Under the ILA the annual maintenance cost for support during the first five year term (starting in FY16) will be \$63,000. This will be spread between the County and the COB as indicated below:

2016 - \$23,310 – City of Bryan / \$39,690 – Brazos County
2017 – \$23,310 – City of Bryan / \$39,690 – Brazos County
2018 – \$23,310 – City of Bryan / \$39,690 – Brazos County
2019 – \$23,310 – City of Bryan / \$39,690 – Brazos County
2020 - \$23,310 – City of Bryan / \$39,690 – Brazos County

Also, provided for under the ILA, all future hardware (storage and hardware infrastructure) costs will be shared equally 50-50 between the COB and the County.

STAFF ANALYSIS AND RECOMMENDATION: This agreement will allow the COB an opportunity to leverage new technology, partner with the County, and save significant dollars in the process. Information Technology has vetted the technical aspects of this solution and the Police Department has vetted the functional aspects. Both departments believe this solution will meet the needs for the foreseeable future. Staff recommends that Council approve the ILA to allow the COB and the County to enter into a partnership to the benefit of the citizens of both the COB and County.

OPTIONS (In Suggested Order of Staff Preference):

1. Approve the Interlocal Agreement between the City of Bryan and Brazos County
2. Do not approve the Interlocal Agreement between the City of Bryan and Brazos County and provide staff direction

ATTACHMENTS:

1. Tiburon ILA with Brazos County
2. Bryan TX TE Migration Implementation Terms and Conditions 04172015 with Exhibits (pdf file)

FUNDING SOURCE: FY15 Police Department Budget (General Fund) (budgeted maintenance funds)

APPROVALS: Hugh R. Walker, 04/28/2015

APPROVED FOR SUBMITTAL: CITY MANAGER Kean Register, 27Apr2015

APPROVED FOR SUBMITTAL: CITY ATTORNEY Janis K. Hampton, 05-03-2015

**INTERLOCAL COOPERATIVE AGREEMENT
PROVIDING FOR THE OPERATION AND MAINTENANCE OF THE TIBURON TOTAL
ENFORCEMENT RECORDS MANAGEMENT SYSTEM IN A MULTI-AGENCY
CONFIGURATION BETWEEN THE CITY OF BRYAN AND THE COUNTY OF BRAZOS**

THE STATE OF TEXAS §

COUNTY OF BRAZOS §

This Agreement between the City of Bryan, a political subdivision of the State of Texas, and the County of Brazos, a political subdivision of the State of Texas, is made pursuant to the provisions of the Interlocal Cooperation Act, V.T.C.A., Government Code, Chapter 791.

WHEREAS, it has been found and determined by the Commissioners' Court of the County of Brazos, Texas, and by the City Council of the City of Bryan, Texas, that utilizing one records management system ("RMS") to serve the law enforcement agencies of the City of Bryan and the County of Brazos shall result in increased efficiency and economy to the citizens of the County of Brazos; and

WHEREAS, the City of Bryan and the County of Brazos have determined that Tritech's Tiburon Total Enforcement Records Management System ("TE RMS") is the appropriate system for this purpose; and

WHEREAS, the County of Brazos and the City of Bryan desire to enter into an agreement by which the City of Bryan will install and run the TE RMS software on server hardware and storage already owned by the City of Bryan, according to the terms and conditions as set forth herein; and

WHEREAS, the City of Bryan and County of Brazos already share records across the current shared records management system under a 2004 multi-agency license; and

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and benefits to the parties herein named, it is agreed as follows, to-wit:

I. PURPOSES OF AGREEMENT

1.01 The purposes of this Agreement is to capture and clarify the responsibilities of the Brazos County and the City of Bryan Information Technology Departments regarding the hardware and network infrastructure, services, support and administration necessary to successfully run and maintain the Tiburon Total Enforcement Records Management System ("TE RMS") in a multi-agency configuration.

II. TERM OF AGREEMENT

2.01 This Agreement shall commence on the 1st day of June 2015, and extend until the 31st day of December 2019. Upon completion of this initial term or any subsequent renewal period, this Agreement shall automatically renew for additional one (1) year periods unless either party gives the other notice of non-renewal at least sixty (60) days prior to the end of the relevant term or period.

III. BACKGROUND

3.01 On April 1, 2004 the City of Bryan (COB) acquired the Tiburon Computer Aided Dispatch (CAD) system and the associated Law Records Management System (RMS) and Fire Records Management System. The project, including the licensing and professional services, cost \$924,708. The Law Enforcement Records Management portion of this cost was \$189,999. As part of this project COB

also acquired a multi-agency license for use of the RMS. On August 12, 2014, Tiburon provided written confirmation of this purchase.

3.02 Since 2004, Brazos County (the County) has utilized COB's CAD system for dispatching its law enforcement officers. The County has paid a portion of the annual maintenance cost based on its percentage of calls for service.

3.03 A justice software system (TSG) that had a rudimentary, integrated RMS was already in use at the County. The County elected not to invest in an interface between the Tiburon RMS and the TSG RMS. Therefore the multi-agency license was not utilized and the County and COB maintained law enforcement records in two disparate systems.

3.04 COB has already invested in existing server hardware and storage that can and will be used for a new RMS.

3.05 The County is replacing its justice software, along with the integrated records management system ("RMS"), with Tyler Technologies' Odyssey. Tyler Technologies does not recommend their Odyssey RMS as it is suitable only for much smaller counties. Therefore, the County must acquire a separate RMS and integrate this RMS with Odyssey.

3.06 The County wishes to acquire the Tiburon Law RMS, Total Enforcement edition ("TE RMS") and COB wishes to replace their legacy RMS with TE RMS.

IV. DATA CONVERSION AND INTEGRATION

4.01 COB and the County will utilize the multi-agency license acquired by COB in 2004 to share records across the agencies where and when appropriate. This Agreement is not intended to document the cross-agency record sharing details.

4.02 Tritech Tiburon has integrated the TE RMS with its CAD system.

4.03 COB will convert its legacy RMS data to the new TE RMS.

4.04 The County will not convert any of its legacy RMS data to the new TE RMS.

V. SYSTEMS ADMINISTRATION

5.01 TE RMS is integrated with the existing CAD system and COB has elected to run TE RMS in its data center. TE RMS will be loaded and run on server hardware and storage already owned by COB. COB has the sufficient hardware, storage, and backup capacity at the time this Agreement is executed to support this project.

5.02 COB staff will provide primary systems administration services for server hardware, operating systems, database systems, storage and backup subsystems. COB will maintain these in keeping with accepted industry best practices. COB will be responsible for any costs associated with keeping these systems under support and service agreements. COB will also be responsible for backing up the TE RMS system and securing these backups.

5.03 In consideration of the costs for keeping these systems under support and service agreements, and in consideration of the administration and backup services COB will provide for these systems, the County shall pay a greater share of the TE RMS annual maintenance and support contract costs. The ratio

of TE RMS annual maintenance support contract costs is documented in the TE RMS contract, attached as **Exhibit A**. This agreement is not intended to document the cost-share ratio.

5.04 Both the COB and the County staff will designate a technical support coordinator (TSR). The COB TSR will be the primary contact for the purposes of operations and maintenance under this agreement. Each respective staff TSR, or their technical designate, will have the ability to open support issues with the appropriate vendor representative. Both parties agree to work in a mutually cooperative fashion by keeping TSR informed and included in the majority of all support and technical conversations, whether they are electronic or verbal conversation.

5.05 Enhancements to the baseline functionality will require a mutually cooperative effort between both the COB and the County technical and functional staff. However, neither the COB, nor the County will require the permission of the other to ask and pay for additional functionality. Primary objective for mutual cooperation is to ensure there is no adverse effect to the others functional or operational expectations of the system.

VI. RESOURCE UTILIZATION

6.01 It is understood that if the TE RMS requirements exceed COB's existing hardware resources (i.e., processors, memory, storage, etc.) either as a result of updates, patches, upgrades, or as general system usage demands increase over the term of this Agreement, COB and the County will share the cost of additional resources equally.

6.02 It is generally understood that the COB system availability for the TE RMS will meet or exceed a standard 98% metric.

6.03 Exceeding existing resources shall be defined as utilization which is projected to surpass 70% of total capabilities within the next budgeting cycle.

VII. LEGAL RESPONSIBILITY

7.01 Subject to the limitations as to damages and liability under the Texas Tort Claims Act, and without waiving its governmental immunity, each party to this Agreement agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused or asserted to be caused, directly or indirectly by any other party to this Agreement, or any of its officers, agents or employees as a result of its performance under this Agreement.

7.02 If a Party to this Agreement requires that one or more of its records be edited, removed, or otherwise changed in a timely manner, such Party is responsible for arranging for such a change to be manually processed to its data by its System Administrator.

VIII. RELATIONSHIP OF PARTIES AND LIABILITY.

8.01 Nothing in this Agreement shall be deemed to create an employment relationship between any of the Parties to this Agreement. The Parties do not waive and do intend to assert any available defenses and/or limitations on liability. No Party shall be considered to be an agent of any other Party. The Parties acknowledge that none of the parties has waived its sovereign immunity by entering into this Agreement.

IX. TERMINATION

9.01 Each party to this Agreement may terminate it by giving ninety (90) days prior written notice. The County of Brazos shall provide such notice to the City Manager. The City of Bryan shall provide such notice to the Brazos County Judge. Such notice of termination shall be given by registered mail, return receipt requested, to the appropriate party at the following addresses:

CITY OF BRYAN, TEXAS:

City Manager
P.O. Box 1000
Bryan, Texas 77805

BRAZOS COUNTY, TEXAS:

County Judge
200 S. Texas Ave., Suite 332
Bryan, Texas 77803

X. SAVINGS CLAUSE

10.01 If one or more provisions or terms contained in this Agreement shall, for any reason, be held invalid, illegal, or otherwise unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision or term hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or term had never been contained herein.

APPROVED by Bryan City Council at a regular meeting held on the ____ day of _____, 2015.

ATTEST:

CITY OF BRYAN:

Mary Lynne Stratta, City Secretary

Jason P. Bienski, Mayor

APPROVED AS TO FORM:

Janis K. Hampton, City Attorney

APPROVED by Brazos County Commissioners Court at a meeting held on the ____ day of _____, 2015.

APPROVED AS TO SUBSTANCE:

COUNTY OF BRAZOS

Chris Kirk
Brazos County Sheriff

Duane Peters
County Judge

ATTEST:

APPROVED AS TO FORM:

Karen McQueen
Brazos County Clerk

Bill Ballard
Assistant County Attorney

EXHIBIT A
TE RMS CONTRACT