

**FIRST AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT
PROVIDING FOR THE OPERATION AND MAINTENANCE OF THE TRI TECH
INFORM RECORDS MANAGEMENT AND FIELD BASED REPORTING SYSTEM IN
A MULTI-AGENCY CONFIGURATION BETWEEN THE CITY OF BRYAN AND THE
COUNTY OF BRAZOS**

THE STATE OF TEXAS §

COUNTY OF BRAZOS §

This First Amended Interlocal Cooperation Agreement Providing for the Operation and Maintenance of the TriTech Inform Records Management and Field Based Reporting System in a Multi-Agency Configuration (“**First Amendment**”), by and between the City of Bryan, a political subdivision of the State of Texas (“**City**”), and the County of Brazos, a political subdivision of the State of Texas (“**County**”), is made pursuant to the provisions of the Interlocal Cooperation Act, V.T.C.A., Government Code, Chapter 791, and is effective for all purposes on January 1, 2016 (“**Effective Date**”).

R E C I T A L S

WHEREAS, the City and the County entered into that certain 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 effective for all purposes on June 1, 2015 (“**Original Agreement**”); and

WHEREAS, on September 24, 2015, the County and City learned that TriTech had acquired Zuercher Technologies (“**Zuercher**”) and that TriTech intended to focus future development and support efforts on the Zuercher platform for lower tier clients and focus efforts on the TriTech Inform platform for higher tier clients; and

WHEREAS, on October 7, 2015 the County and City viewed a demonstration of the TriTech Inform Records Management and Field Based Reporting Systems and believe the Inform product to be a suitable substitution for the Tiburon Total Enforcement System; and

WHEREAS, the County wishes to acquire the TriTech Inform Records Management and Field Based Reporting System (“**Inform RMS**”) and City wishes to replace their legacy RMS with Inform RMS; and

WHEREAS, TriTech agrees to sell the City and the County the Inform RMS for the same price as the Tiburon Total Enforcement Records Management System; and

WHEREAS, for the purposes of this Agreement, the Parties desire to substitute the Inform RMS for the Tiburon Total Enforcement Records Management System.

NOW, THEREFORE, for the consideration stated herein, the Original Agreement is hereby amended and restated as follows:

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 Inform 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 The 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 Inform RMS, and COB wishes to upgrade their legacy RMS with the Inform 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 Trittech has integrated the TE RMS with its CAD system.
- 4.03 COB will convert its legacy RMS data to the new Inform 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 Inform RMS in its data center. Inform RMS will be loaded and run on server hardware and storage already owned by the COB. The 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. The COB will maintain these in keeping with accepted industry best practices. The COB will be responsible for any costs associated with keeping these systems under support and service agreements. The COB will also be responsible for backing up the Inform 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 Inform RMS annual maintenance and support contract costs. The ratio of Inform RMS annual maintenance support contract costs is documented in the attached contract 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 Inform 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 Inform 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. MISCELLANEOUS

10.01 Incorporation of Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

10.02 Annual Appropriation. The obligations of the City and the County under this Agreement are subject to annual appropriation by the governing bodies of each entity.

10.03 Saving Clause. 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 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.

10.04 Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Texas and venue shall be in Brazos County, Texas.

10.05. Sole Agreement. This Agreement constitutes the sole and only Agreement of the Parties hereto respecting the subject matter covered by this Agreement, and supercedes any prior understandings or written or oral agreements between the Parties.

10.06. Amendments. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.

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

ATTEST:

CITY OF BRYAN:

Mary Lynn Stratta, City Secretary

Jason 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