

Interlocal Agreement

BETWEEN

The COUNTY of El Paso and The CITY of El Paso

**FOR
LAW ENFORCEMENT INFORMATION SHARING**

**For The
On-Call Records (WebRMS) Management System**

This agreement supersedes 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) entered into on February 13, 2003. This agreement 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 continued mutual support services of a regional law enforcement information system that provides the means for participating agencies to share law enforcement information. This information sharing is possible through a common system known as the On-Call Records (WebRMS) Management System. Both parties shall be participating agencies. 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

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WHEREAS, public safety in the region is significantly enhanced with the continued operation of WebRMS through improved communication and data availability for participating agencies; and

WHEREAS, the El Paso County Sheriff's Office is a participating agency in acquiring WebRMS and sharing law enforcement information with other agencies; and

WHEREAS, the El Paso City Police Department is a participating agency in acquiring WebRMS 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; and

WHEREAS, the Department of Information Technology Services (DoITS) 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 and County may obtain system software licenses, software training, hardware, and support services by contracting for said services, 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 WebRMS, which serves 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. The County may enter into agreements with such other agencies that would allow those agencies the use of WebRMS as a participating agency, provided that such agreements do not require the City, or any other contributing agency, to purchase new hardware, software, additional licensing, or training or otherwise result in any direct expenditures for the participants, unless both the City and County 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.

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ARTICLE II **COUNTY PERFORMANCE**

- 2.1 The County agrees to provide Information Technology Support to the El Paso County Sheriff Office. 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 purchase, house and maintain the WebRMS system server(s). The County will assume the costs of ownership for the hardware and server operating system software of the WebRMS server(s). The County shall govern these tasks through a Service Level Agreement created by the Information Technology Department and provided to the Sheriff Office.
- 2.3 The County shall purchase, house and maintain redundant WebRMS system servers. The County will be responsible for all costs of ownership for the hardware and server operating system software of the WebRMS system servers and the performance of backups of the data housed on the WebRMS system servers on County of El Paso networks.
- 2.4 The County shall provide software support to their own County users, on an as needed basis.

ARTICLE III **CITY PERFORMANCE**

- 3.1 The City agrees to provide Information Technology Support to the El Paso Police Department. The City shall operate and maintain said services in accordance with all applicable local, state and federal laws, regulations, and codes.
- 3.2. The City will assume all costs of ownership and perform maintenance for the database updates, structured query language (SQL) updates, application updates, interface updates, reporting software updates, and other software related updates of the WebRMS system servers on City of El Paso Networks.
- 3.3 The City shall provide software support to their own City users, on an as needed basis.

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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 WebRMS. 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 a 50/50 split. 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. Outside agencies on the WebRMS will enter into an interlocal agreement with County and City, respectively.
- 4.3 The City's and the County's Information Technology Department (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. The City's and the County's ITD representatives will provide at a minimum of 2 weeks' notice of any enhancements, upgrades, or corrections to the system.
- 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, through the project management committee as provided for in section 5.4 of this Agreement during the project upgrade phase, 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

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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 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 WebRMS. The County and the City shall each act on their own behalf to project manage, contract manage, maintain, install and support the necessary communications equipment and resources to securely inter-connect the County and the City networks.
- 5.2 The project Stakeholder for the County shall be the El Paso County Sheriff, or his designee. The person or persons shall agree to meet regularly to discuss project milestones and relationship strategies with the El Paso Police Chief, or their designee.
- 5.3 The project Stakeholder for the City shall be the El Paso Police Department Chief, or his designee. The person or persons shall agree to meet regularly to discuss project milestones and relationship strategies with the El Paso County Sheriff, or their designee.
- 5.4 A 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, and one member from the El Paso County Information Technology Department and one member from the El Paso City Information Technology Department. It will be the responsibility of this committee to make decisions regarding upgrades to the system and to resolve disputes and disagreements between the parties.

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ARTICLE VI.

EFFECTIVE DATE AND TERMINATION

6.1 This Agreement commences upon the approval by the governing bodies of both parties and shall continue until terminated by either party in accordance with the provisions of this agreement or until such time as both parties mutually agree to terminate this agreement for the reason that the entire WebRMS will be replaced with new technology. Either party may terminate this agreement for convenience by giving the other party twelve (12) months written notice, on or after the date of the system upgrade under the terms set forth in paragraphs 6.3 or 6.4 below. Any notices required to be sent to either party to this Agreement shall be deemed received five (5) days after deposit in the United States mail, or on the date of hand delivery, to the following addresses:

CITY: City of El Paso
Office of the Mayor
300 N. Campbell
El Paso, Texas 79901-1402

With a copy to: Chief of Police
911 N. Raynor
El Paso, Texas 79903

COUNTY: County of El Paso
Office of the County Judge
Room 301, County Courthouse
500 E. San Antonio
El Paso, Texas 79901

With a copy to: Sheriff Office
3850 Justice Drive
El Paso, Texas 79938

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- 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 is 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 WebRMS, 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.

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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 Director of the City of El Paso Information Technology Systems Department, or another person authorized by the City Manager, and the Chief Information Officer for the County of El Paso, or another person authorized by County Commissioners Court, shall designate the procedures 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. Support Standard Operating Procedures shall be kept on file with the County Information Technology Department and City Information Technology Systems Department as approved and adopted by the County and City.
- 7.2 The County and City shall maintain adequate backup procedures including off site storage of duplicate data to reproduce the City's and County'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 WebRMS. 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

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party to conduct appropriate criminal investigations into any misuse of the system or the information contained in the system.

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, fees and other items or expenses necessary to provide WebRMS application support services as shown on Exhibit A. Purchase Orders will be issued by each entity. Each entity will also process separate payments for the system 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 pre-approved purchases and vendor 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 vendor 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 provided by the County and any applicable adjustments or credits. In the event the City requests support or vendor services beyond that which is included in this agreement, 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 vendor services to the County under this agreement, 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 vendor 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, vendor services provided by the City and any applicable adjustments or credits. In the event the County requests support or vendor services beyond that which is included in this agreement, 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

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unable to and will not appropriate any funding to pay for any type of law enforcement records management system for the next fiscal year.

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 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.

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Dated this _____ day of _____, 2021.

THE CITY OF EL PASO

Oscar Leeser, Mayor

ATTEST:

**Laura D. Prine
City Clerk**

APPROVED AS TO FORM:



**Karla Muñoz, Assistant City Attorney
City Attorney's Office**

APPROVED AS TO CONTENT:


A/C Victor Zorur

For **Greg Allen, Chief of Police
El Paso Police Department**

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(Signatures Continue on Following Page)

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Dated this _____ day of _____, 2021.

COUNTY OF EL PASO

Ricardo Samaniego, County Judge

ATTEST:

County Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Assistant County Attorney
County Attorney's Office

Richard D. Wiles, Sheriff
El Paso County Sheriff's Office

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Exhibit A On-Call Records (WebRMS)

INTRODUCTION:

This document details the percentage of estimated costs to the City for the system referred to in paragraph 8.1.

City of El Paso responsibility:

- City Client Hardware
- City Internal Interfaces
- 3rd party Interfaces for City use

County of El Paso responsibility:

- County Client Hardware
- County Internal Interfaces
- 3rd Party Interfaces for County use

Costs:

City of El Paso to fund at 50% Annual Maintenance and Support Costs

County of El Paso to fund at 50% Annual Maintenance and Support Costs

Discounts:

Any System Discounts shall be divided 50% for the City of El Paso and 50% for the County of El Paso.