

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: March 1, 2022
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Lilia Worrell, Director of El Paso Municipal Court, (915) 212-5822
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-1281

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 2 – Set the Standard for a Safe and Secure City

SUBGOAL: 2.7 – Maximize Municipal Court efficiency and enhance customer experience.

SUBJECT:

Request that the City Council ratify the award of Municipal Court Software, Solicitation No. 2013-211R to Justice Systems, Inc. and that the City Council accept pricing for Maintenance and Support for an additional five year period, for an estimated amount of \$789,237.50. The terms and conditions of the ratified award will remain unmodified including the ability to terminate the Maintenance and Support Agreement with thirty days' notice. The City shall review the Award annually prior to the new fiscal year and terminate the Award in the event adequate funding is not allocated.

BACKGROUND / DISCUSSION:

The ratification is to continue maintenance and support for the Full Court Enterprise System.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

The difference in price, based on comparison to the previous year is as follows: An increase of \$583.33 per month for the initial term, which represents a 6.27% increase due to the industry trends.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

On February 15, 2022 City Council approved Motion to increase contract by \$60,475.50

On October 27, 2020 City Council approved Motion to increase contract by \$85,685.00

On April 5, 2016 City Council approved Resolution authorizing City Manager to sign a full court enterprise amendment 2 to contract 2013-211R for a total additional cost of \$76,805.00.

On May 12, 2015 City Council Approved Resolution Authorizing City Manager to sign a full court enterprise amendment 1 to contract 2013-211R for \$206,415.00.

On March 25, 2014 City Council approved the award of contract 2013-211R to Justice Systems, Inc. for twenty (24) months of implementation and five (5) years, for a total amount of \$2,231,175.00.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$789,237.50

Funding Source: Technology Restricted Fund

Account: 111- 1000 - 522020-11030-P1138-PMC00010

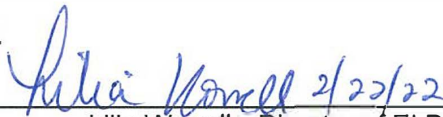
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: The Municipal Court

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:

 2/22/22

Lilia Worrell - Director of El Paso Municipal Court

**COUNCIL PROJECT FORM
(CHANGE ORDER)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **REGULAR** agenda for the Council Meeting of **MARCH 1, 2022.**

STRATEGIC GOAL: No 2: Set the Standard for a Safe and Secure City

This linkage to Strategic Plan is subsection 2.7 – Maximize Municipal Court efficiency and enhance customer experience.

Request that the City Council ratify the award of Municipal Court Software, Solicitation No. 2013-211R to Justice Systems, Inc. and that the City Council accept pricing for Maintenance and Support for an additional five year period, for an estimated amount of \$789,237.50. The terms and conditions of the ratified award will remain unmodified including the ability to terminate the Maintenance and Support Agreement with thirty days' notice. The City shall review the Award annually prior to the new fiscal year and terminate the Award in the event adequate funding is not allocated.

*******ADDITIONAL INFO BELOW*******

RESOLUTION

WHEREAS, in 2013, the City of El Paso formally bid for Municipal Court Software, Solicitation No. 2013-211R; and

WHEREAS, on March 11, 2014, the City Council approved the award and purchase for Municipal Court Software, Solicitation No. 2013-211R to Justice Systems, Inc. (“Award”); and

WHEREAS, the City Council Agenda posting for March 25, 2014 stated that the award was for an initial amount of \$ 2,231,175.00 to develop and implement the software and a maintenance and support services agreement for years 2-5 in the amount of \$ 435,830.30 (“Maintenance and Support Agreement”) ; and

WHEREAS, the Maintenance and Support Agreement executed by the City of El Paso provided pricing for a period of five years and a term that is renewed automatically for successive one-year periods unless cancelled by either party with thirty days’ notice; and

WHEREAS, the parties now desire that City Council ratify the Award including updated pricing for maintenance and support for an additional five years for a total amount of \$ 789,237.50 and all Award terms and conditions remaining the same.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Council ratify the award of Municipal Court Software, Solicitation No. 2013-211R to Justice Systems, Inc. and that the City Council accept pricing for Maintenance and Support for an additional five year period for a total amount of \$789, 237.50. The terms and conditions of the ratified award will remain unmodified including the ability to terminate the Maintenance and Support Agreement with thirty days’ notice. The City shall review the Award annually prior to the new fiscal year and terminate the Award in the event adequate funding is not allocated.

APPROVED this _____ day of _____, 2022.

THE CITY OF EL PASO:

Oscar Leaser,
Mayor

ATTEST:

Laura D. Prine
City Clerk

(Signatures Continued on Following Page)

APPROVED AS TO FORM:

Russell Abeln

Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

Claudia A. Garcia

Claudia Garcia, Interim Director
Purchasing and Strategic Sourcing

Schedule A – Maintenance and Support

This Schedule A is entered into between Justice Systems, Inc. (“**Justice**”) and the below identified client (“**Client**”) for the purpose of Client acquiring the additional items set forth below under the Master Agreement (as defined below).

Client Name:	The City of El Paso	Date:	February 8, 2022
Client No:	200036	JSI Contact:	Sonya Russell
Master Agreement:	FullCourt Enterprise Agreement dated April 2, 2014	Client Contact:	

The date this Schedule A is signed by the last party (as indicated by the date associated with that party’s signature) will be deemed the effective date of this Schedule A. Justice and Client agree as follows:

A. Fees and Support Terms

1. Master Agreement. The parties enter into this Schedule A under the above listed master agreement (the “**Master Agreement**”). Unless specifically defined herein, all capitalized terms used herein shall have the meaning set forth in the Master Agreement. To the extent the terms of this Schedule A and the terms of the Master Agreement conflict in any manner, the terms of this Schedule A shall prevail.
2. Increase in Subscription Items and Fees. Provided Client pays the fees noted below, Justice shall provide the services (if any) identified in the below table on a subscription basis (the “**Subscription Items**”):

Remainder of 2022: 7/7/2022 to 1/06/2023

Subscription Items	Type	Balance of Annual Fees
FullCourt Enterprise – Base Application	Maintenance and Support	\$55,807.50
Citation OCR/ Auto-Indexing	Maintenance and Support	\$3,500.000

Year 1: 1/7/2023 to 1/06/2024

Subscription Items	Type	Annual Fees
FullCourt Enterprise – Base Application	Maintenance and Support	\$119,430.00
Citation OCR/ Auto-Indexing	Maintenance and Support	\$7,490.000

Year 2: 1/7/2024 to 1/06/2025

Subscription Items	Type	Annual Fees
FullCourt Enterprise – Base Application	Maintenance and Support	\$127,790.00
Citation OCR/ Auto-Indexing	Maintenance and Support	\$8,015.000

Year 3: 1/7/2025 to 1/06/2026

Subscription Items	Type	Annual Fees
FullCourt Enterprise – Base Application	Maintenance and Support	\$136,740.00
Citation OCR/ Auto-Indexing	Maintenance and Support	\$8,580.000

Year 4: 1/7/2026 to 1/06/2027

Subscription Items	Type	Annual Fees
FullCourt Enterprise – Base Application	Maintenance and Support	\$146,320.00
Citation OCR/ Auto-Indexing	Maintenance and Support	\$9,180.000

Year 5: 1/1/2027 to 1/06/2028

Subscription Items	Type	Annual Fees
FullCourt Enterprise – Base Application	Maintenance and Support	\$156,562.00
Citation OCR/ Auto-Indexing	Maintenance and Support	\$9,823.00

Support Services. Subject to Client timely paying all invoices and meeting all technical requirements to receive the Support Services, Justice shall provide the Support Services for the most recent major version and immediately prior major version of the Software. Client shall report any perceived problem to Justice in accordance with Justice's then current support guide and Justice shall work to address any reproducible material nonconformance with the Documentation in accordance with Justice's then current support guide. If a reported issue results from something other than the Products or Services, Justice may charge Client and Client shall pay Justice's then current hourly rate for such assistance. Client will timely provide Justice personnel and subcontractors with all reasonably requested information, data, materials, access, and decisions to assist Justice in rendering the Support Services.

3. Managed Services. Justice will provide the following "Managed Services" for during the Term of this Schedule A.

Type of Services	Description
FullCourt Enterprise Managed Services	Justice personnel perform moves, adds, changes in FullCourt Enterprise associated with general application configuration as required by law. Data Dictionary support services. After hours support related to release updates.

Services	Hour Cap	Annual Fee
Managed Services	14 hours / year	Included with Maintenance Fees

Out of Scope Work

The Managed Services available under this Schedule A to Client only include those services set forth in above. All other services shall be considered out of scope and Justice has no obligation to provide such services to Client. For example, the Managed Services do not include any of the following:

- Custom development for any of Justice products not required by law.

To the extent Client desires to obtain any out of scope services, the parties will need to enter into a separate statement of work, a change order or a separate agreement documenting the services to be provided and the fees for such services.

Client Responsibilities and Assumptions.

Client agrees that the fees and Justice's ability to perform the Managed Services depend on the following:

- Unless expressly agreed to otherwise, Justice personnel will perform the Managed Services on a remote basis.
- Client shall be solely responsible for any delay in the Managed Services caused by Client's failure to perform any of its obligations under this Schedule A.

3 Justice Systems, Inc. – Schedule A

- Client will guide work activity of the Justice resources and will submit all task either by phone or through an email distribution to the Justice Point of Contact.
- Justice shall only provide the Managed Services during Justice normal work hours or as otherwise mutually agreed upon by both parties.

Hour Cap. The hour cap identified above (the “Hour Cap”) does not represent an hour commitment but rather, the maximum number of hours that Justice will provide to Client for these Managed Services in any given year of the Term. Accordingly, Client acknowledges that if Justice does not provide a number of hours equal to the Hour Cap such hours shall not roll over from year to year. In the event Client exceeds the Hour Cap in a given year, Justice shall invoice Client and Client shall pay for such extra hours at Justice then currently hourly rate, provided that Justice gets Client’s approval to exceed the Hour Cap prior to performing such Managed Services. Justice has no obligation to provide extra hours of Managed Services unless Client approves the payment for such hours.

Maintenance Fees: In order to receive these Managed Services, Client must be current in all payments to Justice.

4. Other Terms of the Master Agreement. In all other respects, the Master Agreement remains unmodified. Client acknowledges that the pricing, any discounts and/or any no charge items provided hereunder are a one-time offer to Client, are confidential information of Justice, and will not apply to future purchases.

Approval and Signatures

Each party is signing this Schedule A on the date stated in that party’s signature block.

The City of El Paso

By: _____

Print name: _____

Title: _____

Date: _____

Justice Systems, Inc.

By: Type text here _____

Print name: _____

Title: _____

Date: _____

Valid for execution within 30 days of the Schedule A Date