

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

DEPARTMENT: Department of Information Technology Services

AGENDA DATE: August 08, 2017

CONTACT PERSON/PHONE: Enrique Martinez Jr. -- Director
Information Technology Services, (915) 212-1400

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 2: Set the Standard for a Safe and Secure City

SUBJECT:

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso ("City") and the County of El Paso ("County") for the transfer of "Secure Gate Sex Offender Database" from the County to the City, a source code and database schema code to be installed in City equipment in order to increase public safety in the City of El Paso by having the same Sex Offender Application. This is one of many partnerships with the County.

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BACKGROUND / DISCUSSION:

El Paso Police Department (EPPD) reviewed the El Paso County Sheriff Office (EPCSO) Secure Gate Sex Offender Application. EPPD identified the software application to meet the public safety operational requirements and recommends the replacement of the existing system.

COUNCIL REPRESENTATIVE BRIEFING:

Was a briefing provided? ☐ Yes or ☒ No

If yes, select the applicable districts.

- ☐ District 1
- ☐ District 2
- ☐ District 3
- ☐ District 4
- ☐ District 5
- ☐ District 6
- ☐ District 7
- ☐ District 8
- ☐ All Districts

PRIOR COUNCIL ACTION:

NA

AMOUNT AND SOURCE OF FUNDING:

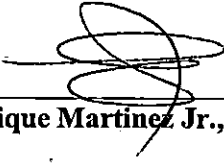
NA

BOARD / COMMISSION ACTION:

NA

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

DEPARTMENT HEAD:



Enrique Martinez Jr., Department of Information Technology Services, Director

RESOLUTION

CITY CLERK DEPT.
2017 AUG -3 AM 11:51

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

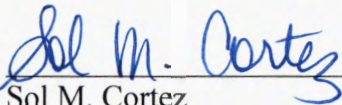
That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso ("City") and the County of El Paso ("County") for the transfer of "Secure Gate Sex Offender Database" from the County to the City, a source code and database schema code to be installed in City equipment in order to increase public safety in the City of El Paso by having the same Sex Offender Application.

THE CITY OF EL PASO

Dee Margo
Mayor

Laura D. Prine
Interim City Clerk

APPROVED AS TO FORM:


Sol M. Cortez
Assistant City Attorney

APPROVED AS TO CONTENT:

Enrique Martinez, Director
Information Technology Department

2017 AUG -1 AM 10: 08

STATE OF TEXAS)
)
 COUNTY OF EL PASO) **INTERLOCAL AGREEMENT
 TRANSFER OF "SECURE GATE SEX
 OFFENDER DATABASE" TO THE CITY**

This Agreement is entered effective the 22nd day of May, 2017, by and between the City of El Paso, Texas (hereinafter called the "City"), and the County of El Paso, Texas (hereinafter called the "County") by and through their duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

WHEREAS, the County and the City are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, the County developed the El Paso County Sheriff's Office Secure Gate Sex Offender Database ("Sex Offender Application"); and

WHEREAS, the County's software solution meets the City's public safety operational requirements and the City desires to replace its current sex offender database system; and

WHEREAS, it is in the mutual interest of the City and County to operate under the same Sex Offender Application in the interest of public safety; and

WHEREAS, the County agrees to provide the City the software code and database schema code for the Sex Offender Application for the City to install in City equipment.

NOW THEREFORE, in consideration of the mutual contributions described herein and the mutual covenants and undertakings of the parties, the receipt and sufficiency is hereby acknowledged, the City and the County agree as follows:

I. BACKGROUND FACTS

The El Paso Police Department ("EPPD"), in coordination with El Paso County Sheriff's Office ("EPCSO") reviewed the public safety use of the EPCSO Secure Gate Sex Offender Database ("Database"). The EPPD identified the Offender application to meet the public safety operational requirements, and recommended to replace the existing system.

At the request of EPPD, and direction from EPCSO, the City IT Department has requested a copy of the Sex Offender Application software code and database for use by the EPPD. The County will make available to the City of El Paso a copy of the Sex Offender Application software and database code.

Sex Offender Application software code and database schema code will be provided by the County to be installed by City IT staff on City equipment. The EPCSO SecureGate security layer is a separate component not within scope of the delivery.

II. EQUIPMENT, SOFTWARE LICENSES AND MAINTENANCE

The City is responsible for costs and provision of servers, database licensing, platform and application maintenance and connectivity necessary to host and run the application.

III. OBLIGATIONS OF THE CITY

- A. Provide the platform necessary for hosting the application within the City infrastructure.
- B. Installation of the sex offender software code and database on City owned equipment.
- C. Development of a secure front-end interface.
- D. The City is responsible for upkeep to include any modifications and/or interfaces to the City version of the application.
- E. The City shall not use the copy of the Sex Offender Application code and database to make a profit.

IV. OBLIGATIONS OF THE COUNTY

- A. Provide a complete software code and database schema code for the Sex Offender application.
- B. Provide any Administration guides relevant to the installation and upkeep of the application.

V. CONSIDERATION

The parties agree that the increased public safety of having the same Sex Offender Application is sufficient consideration for this agreement.

VI. NOTICES. Either party may provide written notice by certified mail, return receipt requested at the following addresses:

To the City: City of El Paso
Office of the City Manager
300 N. Campbell
El Paso, TX 79901

With a Copy to: City of El Paso
Director of Department of Information
Technology Services
300 N. Campbell
El Paso, TX 79901

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

With a Copy to: County of El Paso
Chief Technology Officer
800 E. Overland, Room 400
El Paso, Texas 79901

Changes may be made to the above addresses and addressees through timely written notice provided to the other party.

VII. GOVERNMENTAL FUNCTION AND IMMUNITY

- A. **Governmental Function.** The City and the County expressly agree that, in all things relating to this Interlocal Agreement, the parties enter into this Interlocal Agreement for the purpose of performing governmental functions and are performing governmental functions, as defined by the Texas Tort Claims Act. The parties further expressly agree that every act or omission of each party, which in any way pertains to or arises out of this Agreement, falls within the definition of governmental function.
- B. **Sovereign Immunity.** The City and the County reserve, and do not waive, their respective rights of sovereign immunity and similar rights and do not waive their rights under the Texas Tort Claims Act. The parties expressly agree that neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

VIII. RISK ALLOCATION – LIMITATION OF LIABILITY

- A. **Liability.** This Agreement is not intended to alter or reallocate any defense or immunity authorized or available to either party by law.
- B. **Intentional Risk Allocation.** The City and the County each acknowledge that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the parties.
- C. **No Indemnification.** The City and the County expressly agree that, except as provided herein, neither Party shall have the right to seek indemnification or contribution from the other Party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this Agreement.
- D. **Fines and Penalties.** Each party shall be solely responsible for fiscal penalties, fines or any other sanctions occasioned as a result of a finding that violations of any applicable local, state or federal regulations, codes or laws occurred as a result of that party's actions, except as may be specifically provided by law.

IX. GENERAL PROVISIONS

- A. **Compliance with Laws.** In the performance of their obligations under this Agreement, the parties shall comply with all applicable federal, state or local laws, ordinances and regulations.
- B. **Governing Law.** For purposes of determining the law governing the same, this Agreement is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.
- C. **Privileges and Immunities.** All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City and the County when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement.
- D. **No Waiver.** The failure of either party at any time to require performance by the other party of any provision of this agreement shall in no way affect the right of such party to require performance of that provision. Any waiver by either party

of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement.

- E. Amendment; Assignability. This Agreement and the obligations hereunder shall not be amended, assigned, transferred or encumbered, in any manner without the written consent of the other party.
- F. Severability. All agreements and covenants contained in this Agreement are severable. Should any term or provision of this Agreement be declared illegal, invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected; and in lieu of each provision which is held to be illegal, invalid or unenforceable, there will be added as part of this Agreement, a provision which preserves the intention of the unenforceable provision, but which complies with the law.
- G. Section Headings. The paragraph or section headings contained in this Agreement are for reference purposes only and shall not in any way control the meaning or interpretation of this Agreement.
- H. Representation of Counsel; Mutual Negotiation. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arms' length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.

(Signatures begin on the following page.)

CITY OF EL PASO

ATTEST:

Laura D. Prine
Interim City Clerk

Hon. Dee Margo
Mayor

APPROVED AS TO FORM:


Sol M. Cortez
Assistant City Attorney

APPROVED AS TO CONTENT:


Enrique Martinez, Director
Dept. of Information Technology Services

COUNTY OF EL PASO

ATTEST:

Delia Briones
County Clerk

Hon. Veronica Escobar
County Judge

APPROVED AS TO FORM:

Cygne Nemir
Assistant County Attorney

APPROVED AS TO CONTENT:

David Garcia
Information Technology Director

2017 AUG -1 AM 10: 08

IN WITNESS WHEREOF, this Agreement has been executed by the parties named hereinabove as of the date, month and year first written above

CITY OF EL PASO

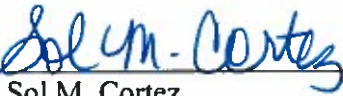
ATTEST:

Richarda Duffy Momsen
City Clerk

Hon. Oscar Leeser
Mayor

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Sol M. Cortez
Assistant City Attorney



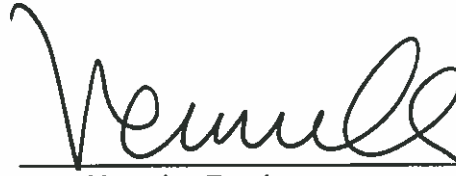
Enrique Martinez, Director
Dept. of Information Technology Services

COUNTY OF EL PASO

ATTEST:



Delia Briones
County Clerk



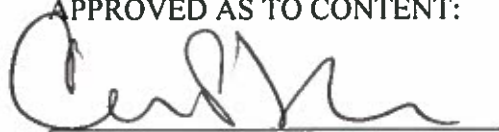
Hon. Veronica Escobar
County Judge

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Ian R. Kaplan
Assistant County Attorney



Christopher Stathis
Chief Technology Officer



City of El Paso & County of El Paso Interlocal Agreement Sex Offender Database

**Agenda Item 4.1
August 8, 2017**

Department of Information Technology Services



"Delivering Outstanding Services"



Strategic Goal

- **Strategic Goal 5** - Promote Transparent and Consistent Communication Amongst All Members of the Community
 - **Strategy 5.2** - Leverage and expand the use of current and new technology to reduce inefficiencies and improve communications
- **Strategic Goal 2** - Set the Standard for a Safe and Secure City
 - **Strategy 2.3** – Increase public safety operational efficiency





Overview

In the mutual public safety interest of the City and County for Sex Offender tracking and reporting, the El Paso County is providing software code to the City of El Paso.





Background

- El Paso Police Department (EPPD) reviewed the El Paso County Sheriff Office (EPCSO) **Secure Gate Sex Offender Application**
- EPPD identified the Offender application to meet the public safety operation requirements and recommend to replace the existing system





Project Plan

- The County will provide a copy of the application software and database to the City
- City will install and customize to meet EPPD operational needs





Resolution

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso (“City”) and the County of El Paso (“County”) for the transfer of “Secure Gate Sex Offender Database” from the County to the City, a source code and database schema code to be installed in City equipment in order to increase public safety in the City of El Paso by having the same Sex Offender Application. This is one of many partnerships with the County.

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Questions?



"Delivering Outstanding Services"