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RESOLUTION NO. 49-90

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF MESQUITE, TEXAS AND THE CITY OF DALLAS, TEXAS, AUTHORIZING ITS EXECUTION BY JAMES A. PRUGEL; AND PROVIDING AN EFFECTIVE DATE THEREOF.

WHEREAS, the City of Dallas, Texas agrees to sell to the City of Mesquite, Texas Automated Fingerprint Identification Services and entering into an Interlocal Agreement with the City of Dallas, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, upon full review of the Agreement, the City Council is of the opinion that the terms and conditions thereof should be approved, and James A. Prugel shall be authorized to execute it on behalf of the City of Mesquite.


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. The terms and conditions of the Agreement having been reviewed by the City Council of the City of Mesquite and found to be acceptable and in the best interests of the City of Mesquite and its citizens, are hereby in all things approved.

SECTION 2. That James A. Prugel, City Manager, is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Mesquite, substantially according to the terms and conditions set forth in the Agreement.

SECTION 3. That this resolution shall take effect from and after its passage, as in the Charter in such cases is made and provided.

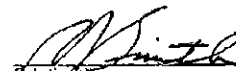
DULY PASSED AND APPROVED by the City Council of the City of Mesquite, Texas, on the 15th day of October, 1990.


George A. Vencer, Sr.
Mayor

ATTEST:


Lynn Prugel
City Secretary

APPROVED:


B.J. Smith
City Attorney

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INTERLOCAL AGREEMENT
WITH THE CITY OF MESQUITE

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

THIS INTERLOCAL AGREEMENT is made and entered into this 24th day of October, 1990, pursuant to The Interlocal Cooperation Act, Article 4413(32c), Vernon's Texas Civil Statutes, by and between the CITY OF DALLAS (hereinafter "DALLAS") and the CITY OF MESQUITE (hereinafter "MESQUITE"), both being Texas municipal corporations, and each acting by and through its duly authorized officials, and evidences the following purpose, terms, rights, obligations, and responsibilities of the contracting parties:

1. SALE OF AFIS SYSTEM SERVICES

1.1 DALLAS hereby agrees to sell to MESQUITE Automated Fingerprint Identification Services (hereafter called the "AFIS"). MESQUITE has previously selected and inspected AFIS, which was acquired by DALLAS in full compliance with public competitive bid law requirements. Such AFIS shall consist of central site equipment located in and operated by the CITY OF DALLAS ("central site"). The CITY OF MESQUITE shall acquire its own equipment for its own use at its site ("remote site"). The required equipment for MESQUITE Police Department is described in Exhibit "E" attached to and incorporated herein.

2. PRICES AND FEES

2.1 The total purchase price to be paid by MESQUITE to DALLAS shall be \$17,167.00 for AFIS as described in Exhibit "B" and Exhibit "F" attached to and

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incorporated herein. Full payment shall be made by cashier's check, or whatever form of payment is customary for MESQUITE and acceptable to DALLAS and made payable to the CITY OF DALLAS.

2.2 Further, MESQUITE agrees to pay the associated transaction fees, as incurred, set forth in Exhibit "B" and in Exhibit "D" and all subsequent revisions to Exhibit "D" attached to and incorporated herein.

3. CITY OF DALLAS RESPONSIBILITIES

3.1 The CITY OF DALLAS responsibilities with respect to this Interlocal Agreement are set forth in Exhibit "A" attached to and incorporated herein.

4. THE CITY OF MESQUITE RESPONSIBILITIES

4.1 The CITY OF MESQUITE responsibilities with respect to this Interlocal Agreement are set forth in Exhibit "B" attached to and incorporated herein.

5. WARRANTIES EXCLUDED

5.1 IT IS UNDERSTOOD AND AGREED THAT ANY AND ALL WARRANTIES WHICH DO EXIST COME FROM THE MANUFACTURER. THE CITY OF DALLAS IS NOT THE MANUFACTURER.

6. INDEMNITY

6.1 MESQUITE agrees to Indemnify and defend DALLAS, its officers, agents and employees, from any and all claims for injury to persons (including death) or damage to property which may arise in connection with the purchase, use and operation of AFIS. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses each

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may have as against third parties under the laws and court decisions of the State of Texas.

7. TERM

7.1 The term of this Agreement shall be for sixty (60) months, beginning the date of its execution. This Agreement may be renewed annually by mutual agreement of the parties.

8. TERMINATION

8.1 DALLAS, acting through its City Manager, or MESQUITE, acting through its authorized officers or officials, may terminate this Agreement upon thirty (30) days prior written notice, with the understanding that all obligations being performed under this Agreement shall cease upon the date specified in such notice.

9. NOTICES

9.1 All notices, communications and reports under the Agreement shall be mailed or delivered to the respective parties as follows:

To DALLAS:

Director, Information Services
City of Dallas
4/D/S City Hall
1500 Marilla
Dallas, Texas 75201

To MESQUITE:

William Egan
Assistant Chief of Police
711 N. Galloway
Mesquite, Texas 75149

10. MISCELLANEOUS PROVISIONS

10.1 This Agreement is entered into subject to the Charter and ordinances of the City of Dallas, as amended, and applicable Texas State laws. The provisions of this Agreement shall be construed in accordance with the laws and court decisions of the State of Texas; and exclusive venue for any litigation which may be filed by either party hereto in connection with this Agreement shall be in Dallas County, Texas.

10.2 The following Exhibits are attached to and made a part of this Interlocal Agreement:

- (a) Exhibit "A" CITY OF DALLAS Responsibilities;
- (b) Exhibit "B" CITY OF MESQUITE Responsibilities;
- (c) Exhibit "C" Miscellaneous;
- (d) Exhibit "D" Transaction Fee Schedule;
- (e) Exhibit "E" Required Equipment for MESQUITE Police Department; and
- (f) Exhibit "F" Central Site Communications Equipment.

10.3 This Agreement can be revised at anytime by mutual consent of the parties and shall be revised by written amendment(s) to this Agreement and signed by both parties. No oral modifications can be made to this Agreement.

10.4 The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

10.5 This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters in this Agreement.

Executed as of the day and year first identified hereinabove, DALLAS signing by and through its City Manager, duly authorized by Resolution No. 90-_____, adopted on October _____, 1990, and MESQUITE signing by and through its

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officers or officials duly authorized by official action of its governing body.

APPROVED AS TO FORM:
ANALES LIE MUNCY, City Attorney

CITY OF DALLAS
JAN HART, City Manager

BY _____
Assistant City Attorney

BY _____
Assistant City Manager

APPROVED AS TO FORM:
CITY OF MESQUITE

CITY OF MESQUITE

BY *B. J. Smith*
B. J. Smith, City Attorney

BY *James A. Prugel Jr.*
James A. Prugel Jr., City Manager

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EXHIBIT A
City of Dallas Responsibilities

1. Provide, operate, pay for and maintain the Automated Fingerprint Identification System (AFIS), at the central site.
2. Provide and pay for all personnel, supplies, equipment and environmental requirements to support the central site.
3. From time to time specify Standard Operating Procedures to ensure the integrity of the system for all users.
4. Specify, order, maintain and pay for the maintenance of the software and communications equipment for the central site that are needed to support the remote site equipment.
5. Specify the communications line to the remote site equipment.
6. Provide and pay for the central site processing power suitable to support 50 latent and 36 tenprint searches per month.
7. Notify the City of Mesquite of changes to the rates specified in Exhibit D.
8. Calculate and invoice the City of Mesquite monthly for the transaction fee and any optional services Mesquite may choose to use. Calculate and invoice the City of Mesquite quarterly for any excess transaction fees.

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EXHIBIT B
City of Mesquite Responsibilities

1. Purchase its own compatible remote site equipment, as specified in Exhibit E, directly from the vendor.
2. Provide and pay for all costs associated with the required environmental and space for the remote site equipment.
3. Purchase a maintenance contract for the remote site equipment directly from the vendor.
4. Provide and pay for all costs of qualified personnel to operate the remote site equipment.
5. Provide and pay for office supplies, communication costs, film, tracing paper, and all other materials, for or used on the remote equipment.
6. Pay a one time non-refundable fee of \$17,167.00 to the City of Dallas for the acquisition of software and communications equipment at the central site which will connect the remote site to the central site. Such central site equipment and software will be the property of the City of Dallas. Exhibit F specifies the equipment and software that the City of Dallas shall acquire for these communications purposes. This \$17,167.00 represents 1/3 of the cost of these items; the Irving and Richardson Police Departments will each pay 1/3 of the cost. In the event either or both of these agencies fails to join the system, the Mesquite Police Department would be liable for no more than 1/2 of the cost of these items, \$25,750.00.
7. Pay the communications vendor for the installation of the communications line between the remote site and the central site. This rate is independently set by the communications vendor.
8. Pay the communications vendor the ongoing monthly communications fees for the communications line. These fees are set by the communications vendor and may vary from month to month.

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9. Pay to the City of Dallas a monthly transaction fee of \$1,691.50. Services for this fee include a maximum of 50 latent searches and 36 tenprint searches per month. This fee shall remain fixed through and including December 31, 1994. Transactions shall be totaled quarterly, and if the average monthly transactions for the previous quarter exceed 50 latent and/or 36 tenprint searches, those excess searches will be billed at the then current rate. Monthly and quarterly fees are due within 30 days of receipt of invoice.
10. Arrange and pay for all training associated with the use of AFIS, directly with the vendor.

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EXHIBIT C
Miscellaneous

1. Because of maintenance and environmental requirements and the nature of computers, the City of Dallas cannot guarantee 100% system availability. Central site computer availability for Mesquite however, shall be the same as that received by the Dallas Police Department.
2. Due to the nature of fingerprinting, no computer system is known to be 100% accurate. This means that a latent or tenprint may be searched against the data base, and even though a match exists, such match may not appear on the candidate list.
3. Further due to the nature of computer matching all results should be manually verified against the original documents (latent and tenprints) by a qualified examiner. The electronic generated results should not be relied upon for final determination of an identification.
4. If a monthly or quarterly payment is not received within 60 days the City of Dallas reserves the right to disconnect service to the remote site, without notice.
5. Changes in equipment configuration at the remote site such as adding terminals, scanners, printers, etc., may cause an impact on the central site in Dallas. Therefore, any changes must be approved by the City of Dallas and may require an increase in the fixed monthly transaction fee, stated in Exhibit B, paragraph 9.
6. The monthly transaction fee does not include computer storage for tenprint or latent records and is based only on the remote site equipment configuration in Exhibit E.
7. The adding of either tenprint and/or latent records to the data base could require substantial additional central site cost. Therefore, before having any records added to the data base, agencies on the remote network must

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- coordinate with the City of Dallas, and assume the costs associated therewith.
8. There shall be no credit for any unused transactions associated with the fixed rate, stated in Exhibit B. paragraph 9.
 9. The City of Mesquite may request to increase their processing levels at any time during the five year contract period subject to City of Dallas approval, and a corresponding increase in the fixed monthly transaction fee.
 10. The City of Dallas may add or discontinue services at its discretion except those described in Exhibit A 6.
 11. The City of Mesquite may purchase any of the additional services in Exhibit D at the then current rates.

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Effective October 1, 1990

EXHIBIT D
Transaction Fee Schedule

I.	Initiated from Remote Site	
A.	Latent Inquiry	\$34.00
B.	Tenprint Inquiry	\$ 2.25
C.	Latent/Latent Inquiry	\$ 2.25
D.	Latent Registration	\$ 1.00
II.	Initiated from Dallas Police Department Site (Walk-In)	
A.	Latent Inquiry	\$72.00
B.	Tenprint Inquiry	\$ 6.60
C.	Tenprint/USL	\$10.50
D.	Latent/Latent	\$10.50
E.	Tenprint Registration	\$ 3.00
F.	Latent Registration	\$ 1.00
G.	Tenprint Conversion	\$ 3.00
H.	Latent Conversion	\$ 1.00
I.	TI/TR/TLI Combination	\$ 9.60

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EXHIBIT E

Remote Equipment for Mesquite Police Department

One (1) BT-II (Edit and Gray) Booking Terminal	* \$ 70,000.00
Includes: CS 1X Scanner	
One (1) Set MP-4 Cameras	
Two (2) 9600 bps Modems	
One (1) P-9 Printer (No image capability)	
One (1) CS 5X Scanner (Optional)	* \$ 25,000.00
One (1) LC 890 XL Printer (Optional) (Substitute for P-9, has image capability)	* \$ 4,495.00
One (1) Bit IV-S Facsimile	* <u>\$ 9,474.00</u>
TOTAL	\$108,969.00

* These prices are determined by the vendor. The prices and specifications are subject to change by the vendor without the knowledge or consent of the City of Dallas.

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EXHIBIT F
Central Site Communications Equipment

Mesquite Share	Total Cost	BT II Application Software	One (1) ICP-B (#N7236-60)	One (1) V24-LA (#N9236-62)	TOTAL
\$10,000.00	\$30,000.00				
\$5,500.00	\$16,500.00				
\$1,667.00	\$5,000.00				
\$17,167.00	\$51,500.00				