

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:



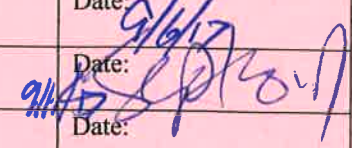
~~Res~~/Ord No.: 5014

Sponsor(s): Alfred Jordan

Date: September 18, 2017

SUBJECT	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Requesting an Ordinance appropriating \$12,025 from the Undesignated Fund Balance of the Sheriff's Revolving Fund to purchase a Video File Server under the terms and conditions of the Houston-Galveston Area Council of Governments Contract No. EF04-17, an existing government contract.</u></p>														
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="331 520 1468 785"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$12,025</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$12,025</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$12,025</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> <tr> <td>APPROPRIATE FROM: 048-2810 Sheriff's Revolving Fund, Undesignated Balance</td> <td>\$12,025</td> </tr> <tr> <td>APPROPRIATE TO: 048-4201-58173 Sheriff's Revolving Fund, Sheriff, Computer Equipment/Terminals</td> <td>\$12,025</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: \$ _____</p> <p>Prior Year Budget (if applicable): _____ Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$12,025	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$12,025	Amount budgeted for this item * (including transfers):	\$12,025	Source of funding (name of fund) and account code number:		APPROPRIATE FROM: 048-2810 Sheriff's Revolving Fund, Undesignated Balance	\$12,025	APPROPRIATE TO: 048-4201-58173 Sheriff's Revolving Fund, Sheriff, Computer Equipment/Terminals	\$12,025
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PRIOR LEGISLATION	<p>Prior ordinances and (date): _____ Prior resolutions and (date): _____</p>														
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Administrator, 881-3253</p>														
REQUEST SUMMARY	<p>The Sheriff's Office would like to purchase an upgraded Video File Server to increase video evidence storage space to assist with internal and criminal investigations.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the purchase of the Video File Server from Watchguard Video of Allen, Texas in the amount of \$12,025 under the terms and conditions of the Houston-Galveston Area Council of Governments Contract No. EF04-17, an existing government contract. The Director of Finance and Purchasing recommends the purchase be made under this contract due to the higher volume discount offered to larger government entities.</p> <p>The Director of Finance and Purchasing also requests the appropriation of \$12,025 as follows:</p> <table data-bbox="315 1583 1490 1709"> <thead> <tr> <th></th> <th>FROM</th> <th>TO</th> </tr> </thead> <tbody> <tr> <td>048-2810 Sheriff's Revolving Fund, Undesignated Fund Balance</td> <td>\$12,025</td> <td></td> </tr> <tr> <td>048-4201-58173 Sheriff's Revolving Fund, Sheriff, Computer Equipment/Terminals</td> <td></td> <td>\$12,025</td> </tr> </tbody> </table>		FROM	TO	048-2810 Sheriff's Revolving Fund, Undesignated Fund Balance	\$12,025		048-4201-58173 Sheriff's Revolving Fund, Sheriff, Computer Equipment/Terminals		\$12,025					
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CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>														

ATTACHMENTS	Memorandum from Sgt. D. Barnes of the Sheriff's Office, Watchguard's Quote and the pertinent pages of the Houston-Galveston Area Council of Government's Contract No. EF04-17	
REVIEW	Department Director:	Date:
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager:	Date:
	County Counselor's Office:	Date:


Supplemental Appropriation Request Jackson County, Missouri

Funds sufficient for this appropriation are available from the source indicated below.

Date: September 6, 2017

ORD # 5014

Department / Division	Character/Description	From	To
<u>Sheriff's Revolving Fund - 048</u>			
9999	2810 - Undesignated Fund Balance	\$ 12,025	\$ -
4201 - Sheriff	58173 - Computer Equipment/Terminals		12,025
		\$ 12,025	\$ 12,025


9/6/17
 Budget Office

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
2810	Undesignated Fund Balance	\$12,025

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.



OFFICE OF THE
JACKSON COUNTY
SHERIFF

SHERIFF
MIKE SHARP
COLONEL
HUGH L. MILLS
COLONEL
BEN C. KENNEY

INTER-OFFICE MEMO

To: Capt. D. Epperson, #07, Chain of Command

From: Sgt. D. Barnes, #25

Date: July 14th, 2017

Re: WatchGuard Server Upgrade

Capt. Epperson,

We have previously discussed concerns with the current WatchGuard video server, which is used for management and storage of video evidence collected by the WatchGuard in-car camera systems:

Available Storage on the Current WatchGuard Server is Only 4TB

The previous WatchGuard administrator significantly reduced video retention policies to manage the available storage space, which has led to multiple issues within the Sheriff's Office, and has negatively impacted both internal and criminal investigations.

Currently, video evidence from WatchGuard in-car cameras is only retained for 30 days, unless marked as a DWI arrest, in which case it is retained for 60 days. This has required any evidence which needs to be retained further to be burned to a DVD disc and placed into property as evidence. This task creates additional expenses related to the DVD discs themselves, and the manpower hours spent burning and submitting the discs to evidence. It has also been a consistent problem when it's later found that videos have not been burned and submitted to evidence, and are therefore lost.

Current WatchGuard Evidence Management Software is out of date and Limited

Currently, there are five licenses for Evidence Management software, installed on five machines in the Sheriff's Office. This means that WatchGuard video evidence is only accessible from one of these five machines, three of which are not accessible to deputies for accessing and burning evidentiary DVDs. This makes it difficult for supervisors to review video, difficult for

investigators to request and access video, and represents an unnecessary expenditure when video evidence is shared between patrol / investigations, or between supervisor / commander on a DVD disc, instead of in a digital format.

Current WatchGuard Server Hardware is aged, out of warranty / service agreement

Our current WatchGuard server is unable to be updated to the latest versions of WatchGuard Evidence Management software, and therefore limits the software upgrade potential of our entire WatchGuard deployment. Additionally, the server is out of warranty, and there are no maintenance agreements on the server itself in place. If there was a WatchGuard server failure, it would require significant manpower and hardware expenditures, and would cause a significant "down time" of the WatchGuard system, possibly preventing access to vital video evidence.


Therefore, I am requesting that the Sheriff's Office upgrade the WatchGuard server.

The WatchGuard server is part of the WatchGuard video deployment, and must be compatible and configured by WatchGuard to function with our existing WatchGuard video system, therefore it should be purchased directly from WatchGuard. Their quotation is attached for a new server, with 24TB of usable storage space (12 times as much usable space as the current server). The cost is **\$12,025.00**, and includes support with deploying and configuring the server. This purchase would also include 3 years of maintenance and service warranty, with on-site service provided by WatchGuard.

In addition to solving the above mentioned problems with the current WatchGuard server, the upgrade would offer adequate storage space for other digital evidence (audio recordings from radio traffic, 911 calls, etc., and/or photos / video from UAV systems) that could be stored in the same system using the Case Management feature. This would place all available digital evidence for a case in the same location for easy access.

The upgraded server and Evidence Management software would also allow records personnel to provide outside agencies and attorneys with digital download links for evidence that has been approved for release to these entities. This would save the records personnel the time spent creating hard copies of the evidence for release.

Thanks for your consideration,


Sgt. Danny F. Barnes, #25/0340

*Approval
MCS
7/24/17*

7-17-2017 I recommend approval this is a needed item. I further recommend that the funding come from CCP Fund line.

Cpt D. Egan

*Sheriff's Office Needs for Day to Day Operations.
Rec. DARRAR. B. Egan 17 July 2017*



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.: EF04-17

Date Prepared: 8/22/2017

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Jackson County Sheriff's Office	Contractor:	WatchGuard Video
Contact Person:	Sgt Danny Barnes	Prepared By:	Denise Tweton
Phone:	816-541-8017	Phone:	800-605-6734
Fax:		Fax:	
Email:	Dbarnes@jacksongov.org	Email:	Dtweton@watchguardvideo.com

Catalog / Price Sheet Name:	BF03 - In-Car Video System
General Description of Product:	4RE High Definition In-Car Video System

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	HDW-4RE-SRV-102 Server, 4RE, 16 HDD, RAID 6, 3U, 6-15 Concurrent Cars, 5CAL, Gen 3	7750	7750
6	HDW-4RE-HDD-8TB Hard Drive, Server 8TB	675	4050
			0
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			0
			0
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			0
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal A:			11800

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal B:			0

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Freight	225
Subtotal C:	225

Delivery Date: 45-60 Days ARO **D. Total Purchase Price (A+B+C):** 12025

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
ENFORCEMENT VIDEO, LLC
Allen, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Enforcement Video, LLC** hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 415 Century Parkway, Allen, Texas 75013.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a Law Enforcement Speed Detection & Video Equipment Contract to become effective as of April 1, 2017, and to continue through March 31, 2019 (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of Law Enforcement Speed Detection & Video Equipment offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell Law Enforcement Speed Detection & Video Equipment through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No:EF04-17, including any relevant suffixes
4. **CONTRACTOR**'s Response to Bid No: EF04-17, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC**'s endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR**'s **H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.