



Jesus Ruiz
Mayor

Rene Rodríguez
Representative At-Large

Sergio Cox
Representative District 1

Gloria M. Rodríguez
Representative District 2

Victor Perez
Representative District 3/Mayor Pro
Tem

Anthony Gándara
Representative District 4

Willie Norfleet, Jr.
City Manager

#28

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SOCORRO
AND TEXSERVE
TO ENFORCE AND ADMINISTER THE
SCHOOL BUS SAFETY/STOP ARM ENFORCEMENT PROGRAM**

This Agreement (“Agreement”) is hereby made and entered into by and between Dallas County Schools d/b/a Texserve (“Texserve”) and the City of Socorro, Texas (“City”).

RECITALS

WHEREAS, Texserve and the City are each political subdivisions of the State of Texas; and

WHEREAS, the City Council has determined that motor vehicles unlawfully pass stopped school buses that are operating visual signs while loading and unloading students in the City; and

WHEREAS, the City adopted Ordinance No. 379 (“Ordinance”), that provides for a civil penalty for a vehicle that passes a stopped school bus with its stop arm extended and lights flashing in violation of Texas Transportation Code Section 545.066, which has been codified in the City of Socorro Code of Ordinances Chapter 42, Article II, Section 42.40; and

WHEREAS, it is a mutual objective of school districts (“Districts”) and the City to reduce the incidence of possible injuries caused specifically to children by the violation of motor vehicles unlawfully passing a school bus stopped with its stop arm extended and lights flashing for the purpose of loading and unloading students; and

WHEREAS, the Districts own and operate school buses in the City and will each enter into a separate Interlocal Agreement with Texserve to be the exclusive vendor of equipment, installation, and maintenance of video recording equipment on school buses (the “Equipment Interlocal”) and to provide certain processes and professional services to

monitor and identify School Bus Safety/Stop Arm Violations and enforce the Ordinance in accordance with applicable law (the “Operating Interlocal”); and

WHEREAS, Texserve and the City desire to enter into this Agreement in order to enforce and administer the Ordinance;

NOW, THEREFORE, Texserve and the City enter into this Agreement pursuant to the authority of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, as amended, for the enforcement and administration of the Ordinance for the mutual consideration stated herein:

AGREEMENT

DEFINITIONS. In this Agreement, the words and phrases below shall have the following meanings:

- A. “Confidential or Private Information” means, all confidential information and Proprietary Property relating to and used in such party’s business, including, but not limited to, the terms and conditions of the School Bus Safety/Stop Arm Enforcement Program, this Agreement, the Equipment Interlocal, the Operating Interlocal, and any Intellectual Property, ideas, concepts, designs, specifications, procedures, business plans, business opportunities, marketing methods, plans and strategies, techniques, forecasts, financial information, technical data or know-how, methods, trade information or secrets, client and customer lists and credit and financial information concerning such clients or customers, vendor or supplier information, account lists, costs, sales information, pricing information, marketing information, and similar information, documents, and records.

Notwithstanding the foregoing, Confidential Information will not include information that (a) was generally available to the public or otherwise part of the public domain at the time of its disclosure, (b) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission by any party hereto in breach of this Agreement, (c) was subsequently lawfully disclosed to the disclosing party by a person other than a party hereto, or (d) was required by applicable federal or state laws or a court of competent jurisdiction to be disclosed.

- B. “Effective Date” has the meaning set forth in Section 2.
- C. “Equipment” includes any and all cameras, sensors, components, products, software, hardware and other tangible and intangible property provided by Texserve to implement the School Bus Safety/Stop Arm Enforcement Program.
- D. “FxS” means Force Multiplier Solutions, Inc., a Louisiana corporation.

- E. "FxS Intellectual Property" means all Intellectual Property owned or licensed by FxS which is used in the operation of the School Bus Safety/Stop Arm Enforcement Program.
- F. "Hearing Officer" means an individual designated by the City to administratively adjudicate violations of the Ordinance.
- G. "Initial Term" has the meaning set forth in Section 2.
- H. "Intellectual Property" means, with respect to any person, any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship throughout the world including, but not limited to, copyrights, moral rights and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secrets rights, (d) patents, designs, algorithms and other industrial property rights, (e) know-how, formulae, innovations, inventions, discoveries, techniques, formats, processes, and methods, (f) all other intellectual and industrial property rights of every kind and nature throughout the universe and however designated, whether arising by operation of law, contract, license, or otherwise, and (g) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing) of such person.
- I. "Law Enforcement Officer" means an individual licensed as a Law Enforcement Officer by the Texas Commission on Law Enforcement, including a peace officer, as defined under Article 2.12, Texas Statutes, Code of Criminal Procedure.
- J. "Notice of Violation" means the notice of a School Bus Safety/Stop Arm Violation ("Civil School Bus Stop Arm Citation", as defined by the Ordinance), which is mailed or otherwise delivered by a Law Enforcement Officer to the violator in respect to each School Bus Safety/Stop Arm Violation.
- K. "Ordinance" has the meaning set forth in the recitals of this Agreement.
- L. "Potential Violation" means a potential School Bus Safety/Stop Arm Violation, which is documented in Violation Data that is subject to review and determination by a Law Enforcement Officer in accordance with the Ordinance.
- M. "Proprietary Property" means, with respect to any person, any written or tangible property owned or used by such person in connection with such person's business, whether or not such property is copyrightable or also qualifies as Confidential Information including, without limitation, products, samples, equipment, files, lists, books, notebooks, records, documents, memoranda, reports, patterns, schematics, compilations, designs, drawings, data, test results, contracts, agreements, literature, correspondence, spreadsheets, computer programs and software, computer

print outs, other written and graphic records and the like, whether originals, copies, duplicates or summaries thereof, affecting or relating to the business of such person, including financial statements, budgets, projections and invoices.

- N. "School Bus Safety/Stop Arm Enforcement Program" means the administration, processes, and procedures by which the School Bus Safety/Stop Arm Violations are recorded, monitored, identified, processed, approved, distributed, enforced, collected, reported, adjudicated, appealed, and otherwise managed by Texserve, the District, and the City, as applicable.
- O. "School Bus Safety/Stop Arm Violation" ("Violation") means a violation of the Ordinance for which authorization to issue a Notice of Violation is given by a Law Enforcement Officer for illegally passing a stopped school bus that has its bus stop arm extended while loading and unloading students.
- P. "Violation Data" means all electronic data collected by the Busguard System that contains information, including but is not limited to, pictures, video, GPS location, date, and time of Potential Violations, which is subject to review by a Law Enforcement Officer for determination of Violations.

TERM

This Agreement shall be effective upon approval by the City Council of the City of Socorro, Texas, which is this 15th day of October, 2015 (the "Effective Date") and shall continue for a five (5) year period from the date of first payment collected for a fine assessed within a Notice of Violation issued in accordance with the Ordinance (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall be extended for an additional five (5) year term unless either party shall notify the other in writing, within ninety (90) days prior to the expiration of the Initial Term, of its desire not to renew. "Term" shall mean the Initial Term and any extended or renewal term after the Initial Term.

RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. The relationship between the parties shall be that of independent contractors, and nothing contained in this Agreement shall create the relationship of principal and agent or otherwise permit either party to incur any debts or liabilities or obligations on behalf of the other party (except as specifically provided herein).

Each party is acting independently of the other, and neither is an agent, servant, employee, or joint venture partner of the other. The parties represent and warrant that

they have, or will secure at their own expense, all personnel and consultants required to provide the services under this Agreement and have contracted, or will contract, with any necessary third-party vendors to provide the services in accordance with this Agreement. No officer or member of the governing body of the City or Texserve shall participate in any decision relating to this Agreement that affects his or her personal interest, nor shall any such officer or member of the City or Texserve have any pecuniary interest in this Agreement or any part thereof.

SCOPE OF SERVICES/RESPONSIBILITIES OF THE PARTIES

Q. RESPONSIBILITIES OF TEXSERVE. Texserve agrees to:

Enter into a separate interlocal agreement with each District to participate in the operation of the School Bus Safety/Stop Arm Enforcement Program.

Install and provide support for the Equipment capable of capturing potential violations of the Ordinance on certain school buses operated by the District within the City;

Provide a certified Law Enforcement Officer(s) to act as enforcement officer(s) to review recorded images of Potential Violations from the Equipment to identify and issue Notices of Violations for Violations in accordance with applicable provisions of the Ordinance and the Enforce and Administer Interlocal;

Designate Hearing Officer(s) to administratively adjudicate Violations of the Ordinance by mail and in person in accordance with applicable provisions of the Ordinance and the City's Code of Ordinances (or similar code);

Provide testimony and video evidence of Violations to the City when requested during any appeal to municipal court;

Notify vehicle owners in writing of any delinquencies and penalties in accordance with applicable provisions of the Ordinance;

Collect any civil fines, penalties, and costs assessed under the Ordinance, and distribute such fines, penalties, and costs in accordance with applicable provisions of the Ordinance and this Agreement, including:

provide a collection agent; and

provide refunds as applicable;

Provide monthly reports to the City detailing the number of Notices of Violations issued and amount of fines, penalties, and costs collected each month;

Provide monthly reports to the City detailing the number of citations appealed to a Hearing Officer and the status and outcome of those appeals;

Upon the City's reasonable request, periodically brief the City's municipal judges and municipal prosecutors regarding the video footage and recorded images and other information required for purposes of enforcement of the Ordinance;

Assist with Public Information Act requests concerning the School Bus Safety/Stop Arm Enforcement Program, to the extent the request seeks information in Texserve's possession and not City records; and

Jointly develop a plan with the City to communicate all aspects of the Ordinance and School Bus Safety/Stop Arm Enforcement Program to the community, and implement the developed plan.

R. **RESPONSIBILITIES OF THE CITY.** The City agrees to:

Designate municipal court(s) to handle appeals from the Hearing Officers in accordance with applicable provisions of the Ordinance and City's Code of Ordinances (or similar code);

Provide monthly reports to Texserve detailing the number of citations appealed to the municipal court(s) and the status and outcome of those appeals; and

Jointly develop a plan with Texserve to communicate all aspects of the Ordinance and School Bus Safety/Stop Arm Enforcement Program to the City's citizens and implement the developed plan.

REVENUE TO CITY

S. In compensation for the services provided under this Agreement, the City shall be paid an amount equal to twelve and one-half percent (12.5 %) of the net sums collected (excluding the 60-day late payment penalty and filing fees) from payment of Notice of Violations issued in accordance with the Ordinance, exclusive of any such collection charge.

T. Upon Texserve's recovery, from the revenue of the operation of the Student Safety/School Bus Stop-Arm Program in the City, of the aggregate cost of Equipment on the buses in the City, the revenue to the City shall increase to twenty (20%) percent of the net sums collected (excluding the 60-day late payment penalty and filing fees) from payment of Notice of Violations issued in accordance with the Ordinance, exclusive of any such collection charge.

- U. Upon Texserve's recovery, from the revenue of the operation of the Student Safety/School Bus Stop-Arm Program in the City, of its annual operating expenses (including but not limited to personnel, overhead, and other direct expenses related to the City), the revenue to the City shall increase to twenty-five (25%) percent of the net sums collected (excluding the 60-day late payment penalty and filing fees) from payment of Notice of Violations issued in accordance with the Ordinance, exclusive of any such collection charge.
- V. The revenue to be paid to the City shall be due and payable on or before thirty (30) days following completion of:

the first full year of the School Bus Safety/Stop Arm Enforcement Program; and

each full year thereafter.
- W. The first one (1) year period shall be calculated from the date of first payment collected for a fine assessed within a Notice of Violation issued in accordance with the Ordinance to be administered herein.
- X. The City agrees that it will have no interest in Notices of Violations that remain uncollected for a period of more than two (2) years following the issuance of the Notice of Violation.

LICENSE AND RESERVATION OF RIGHTS

- Y. FxS License.

FxS granted to Texserve a perpetual and exclusive (in the State of Texas) right and license, including the right and license to sublicense, to use the FxS Intellectual Property in order to administer, operate, and maintain the School Bus Safety/Stop Arm Enforcement Program in the State of Texas.
- Z. Reservation of Rights.

City and Texserve hereby acknowledge and agree to the following:

Texserve is the sole and exclusive licensee or owner, as applicable, of the Intellectual Property related to the School Bus Safety/Stop Arm Enforcement Program, and the sole owner of the Equipment;

This Agreement does not create in favor of the City a license or sublicense of any Intellectual Property related to the School Bus Safety/Stop Arm Enforcement Program.

City neither has nor makes any claim to any right, title or interest in any of the foregoing; and

By reason of the exercise of any such rights or interests of the City pursuant to this Agreement, the City shall gain no additional right, title or interest therein.

AA. Restricted Use.

The City hereby covenants and agrees that it shall not:

alter, remove, modify or tamper with the Equipment provided pursuant to the Equipment Interlocal or the Intellectual Property related to the School Bus Safety/Stop Arm Enforcement Program;

use any of the Intellectual Property related to the School Bus Safety/Stop Arm Enforcement Program, including trademarks and names, in any way which might prejudice their distinctiveness, validity or the goodwill of Texserve or FxS;

use any trademarks related to the School Bus Safety/Stop Arm Enforcement Program or other marks, whether used in connection with the School Bus Safety/Stop Arm Enforcement Program or otherwise, without first obtaining the prior consent of Texserve; nor

disassemble, de-compile or otherwise perform any type of reverse engineering to the Equipment or the Intellectual Property related to the School Bus Safety/Stop Arm Enforcement Program, or to any Proprietary Property of Texserve, or cause any other person to do any of the foregoing.

BB. Protection of Rights.

Texserve and/or FxS shall have the right to take whatever action it deems necessary or desirable to remedy or prevent the infringement of any Intellectual Property related to the School Bus Safety/Stop Arm Enforcement Program including, without limitation, the filing of applications to register as trademarks in any jurisdiction, the filing of patent applications for any of the Intellectual Property of FxS, and making any other applications or filings with appropriate governmental authorities. The City shall not take any action to remedy or prevent such infringing activities, and shall not in its own name make any registrations or filings with respect to any of the Intellectual Property related to or arising from the School Bus Safety/Stop Arm Enforcement Program without the prior written consent of Texserve.

CC. Infringement.

The City shall use its reasonable best efforts to give Texserve prompt notice of any activities or threatened activities of any person of which it becomes aware that infringes or violates any of Intellectual Property

related to the School Bus Safety/Stop Arm Enforcement Program or that constitute a misappropriation of trade secrets or acts of unfair competition that might dilute, damage or destroy any of Intellectual Property related to the School Bus Safety/Stop Arm Enforcement Program. Texserve shall have the exclusive right, but not the obligation, to take action to enforce such rights and to make settlements with respect thereto. In the event that Texserve commences any enforcement action under this Section, then the City shall render to Texserve such reasonable cooperation and assistance as is reasonably requested by Texserve, provided that Texserve shall reimburse the City for any reasonable costs.

DD. Infringing Use.

The City shall give Texserve prompt written notice of any action or claim, whether threatened or pending, against the City alleging that any of the Intellectual Property related to the School Bus Safety/Stop Arm Enforcement Program infringes or violates any patent, trademark, copyright, trade secret or other Intellectual Property of any other person, and the City shall render to Texserve such reasonable cooperation and assistance as is reasonably requested by Texserve in the defense thereof, provided that Texserve shall reimburse the City for any reasonable costs incurred in providing such cooperation and assistance. If such a claim is made and Texserve determines, in the exercise of its sole discretion, that an infringement may exist, Texserve shall have the right, but not the obligation, to procure for the City the right to keep using the allegedly infringing items, modify them to avoid the alleged infringement, or replace them with non-infringing items.

EE. Assignment of Inventions.

The City hereby assigns, without further compensation, to Texserve its entire right, title and interest in and to all discoveries and improvements, patentable or otherwise, trade secrets and ideas, writings and copyrightable material, which may be conceived by the City or developed or acquired by the City during the Term of this Agreement in connection with the City's duties under this Agreement and the School Bus Safety/Stop Arm Enforcement Program, including any copyright and/or patent awarded by the United States Patent and Trademark Office, and agrees to execute any and all documents required or necessary to effect such assignment.

TERMINATION

FF. Termination for Cause.

Either party shall have the right to terminate this Agreement immediately by written notice to the other if:

state statutes are materially amended as to prohibit or negatively affect the operation of the School Bus Safety/Stop Arm Enforcement Program or if any laws are enacted that would substantially change or terminate the ability under the Agreement to obtain fines or charges for violations of law, which would eliminate the source for financing the School Bus Safety/Stop Arm Enforcement Program;

a final decision (subsequent to any appeals that may be filed) by a court of competent jurisdiction declares that the results from the Busguard System are inadmissible in evidence; or

the other party commits any material breach of any of the provisions of this Agreement, and fails to cure such breach within the 90-day period set forth in in paragraph 7B(i) of this section .

Texserve shall have the right to terminate this Agreement immediately by written notice to the City if:

the Ordinance is revoked by lawful action of the City Council of Socorro, Texas.

GG. Wind-Down Provisions.

In the event of termination, the City and Texserve shall be relieved of any further obligations except as specifically provided within this Agreement. Either party shall have the right to remedy the cause for termination within ninety (90) calendar days (or within such other time period as the City and Texserve shall mutually agree, which agreement shall not be unreasonably withheld or delayed) after written notice from the non-breaching party as to such breach.

Notwithstanding paragraph 7B(i) of this Agreement, expiration or termination of this Agreement will not relieve either party from its obligations arising hereunder prior to the effective date of such expiration or termination.

In the event this Agreement is terminated or expires, the City and Texserve shall organize a methodical and efficient schedule for removal of the Equipment from the school buses and from the City's possession, but in no event shall this schedule be less than

180 calendar days. Texserve shall provide for the removal of the Equipment, at its sole expense, barring any additional expenses caused by the City's negligence.

Notwithstanding any other provision of this Agreement to the contrary, the City and Texserve agree that any citation issued as of the effective date of termination shall be administered according to the provisions of this Agreement entered into between the parties.

- HH. The rights to terminate this Agreement within this section shall be without prejudice to any other rights or remedies of either party in respect to the breach concerned (if any) or any other breach of this Agreement.
- II. Procedures Upon Termination.

The termination of this Agreement shall not relieve either party of any liability that accrued prior to such termination. Except as set forth in paragraph C of this section, upon the termination of this Agreement, all of the provisions of this Agreement shall terminate and:

Texserve shall, within a reasonable amount of time, (a) cease to provide services including, but not limited to, work in connection with the construction or installation activities and services in connection with the School Bus Safety/Stop Arm Enforcement Program, (b) deliver to the City any and all Proprietary Property of the City provided to Texserve pursuant to this Agreement, and (c) deliver to the City a final report regarding the collection of Violation Data and the issuance of Notices of Violation in such format and for such periods as the City may reasonably request, and which final report Texserve shall update or supplement from time to time when and if additional Violation Data or information becomes available.

The City shall (a) immediately cease using the School Bus Safety/Stop Arm Enforcement Program and accessing the Intellectual Property related thereto and (b) promptly cause to be delivered to Texserve the Proprietary Property of Texserve provided to the City in this Agreement.

Unless the City and Texserve have agreed to enter into a new agreement relating to the School Bus Safety/Stop Arm Enforcement Program or have agreed to extend the Term of this Agreement, Texserve shall remove any and all Equipment or other materials of Texserve installed in connection with Texserve's performance of its obligations under this Agreement including, but not limited to, camera systems from any of the school buses.

SURVIVAL.

JJ. Notwithstanding the foregoing, each Section of the following shall survive the termination of this Agreement:

Definitions;

License and Reservation of Rights;

Notice;

Liability;

Choices of Laws and Venue;

Default/Cumulative Rights/Mitigation;

Assignment;

Governmental Immunity;

Confidentiality and Records; and

Those provisions, and the rights and obligations therein, set forth in this Agreement which either by their terms state or evidence the intent of the parties, that the provisions survive the expiration or termination of the Agreement, or must survive to give effect to the provisions of this Agreement.

NOTICE

Any notice, demand or request required or permitted to be given under this Agreement shall be deemed given if reduced to writing and delivered in person, shipped by overnight delivery by a recognized carrier such as UPS or FedEx, or deposited with the United States Post Office in the form of certified mail, postage pre-paid return receipt requested, to the party who is to receive any such notice, demand or request, at the respective address set forth below. Such notice, demand, or request shall be deemed to have been given upon actual receipt.

If to Texserve, to:

Rick D. Sorrells, Ed. D.
Superintendent
Dallas County Schools d/b/a Texserve
612 North Zang Boulevard
Dallas, Texas 75208

If to the City, to:

Jesus Ruiz
Mayor
124 S. Horizon Blvd.
Socorro, Texas 79927

LIABILITY.

It is understood and agreed between the parties that each party hereto shall be responsible for its own acts of negligence in connection with this Agreement. Where injury or property damage results from the joint or concurrent negligence of both parties, liability, if any, shall be shared by each party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Neither party shall be responsible to the other party for any negligent act or omission in connection with this Agreement. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision herein be deemed a waiver of any defense available by law.

CHOICE OF LAWS AND VENUE

In providing the services pursuant to this Agreement, the parties must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations. This Agreement shall be governed by the laws of the State of Texas, and venue for any dispute shall be in Dallas County, Texas. All statutes and laws applicable to this Agreement shall apply as amended from time to time.

AMENDMENTS AND CHANGES IN THE LAW

This Agreement may not be amended, modified, or supplemented unless such amendment, supplement, or modification is agreed to in writing and signed by each of Texserve and the City. Any alteration, addition, or deletion to the terms of this Agreement that is required by any change in federal, state, or local law shall automatically be deemed incorporated herein without written amendment to this Agreement, and any such alteration, addition, or deletion to this Agreement shall be effective on the date such law is effective.

SEVERABILITY

In the event that any part of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the illegal or unenforceable portion shall be deemed modified to the extent necessary to make it enforceable under applicable law, and the remainder of the provisions in the Agreement shall remain in full force and effect in accordance with their respective terms.

ENTIRE AGREEMENT

This Agreement represents the entire agreement between Texserve and the City with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, whether written or oral, with respect to such subject matter.

BINDING EFFECT

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

DEFAULT/CUMULATIVE RIGHTS/MITIGATION

It shall not be deemed a waiver or default under this Agreement if the non-defaulting party fails to immediately declare a default, or either party delays in asserting any right hereunder. The rights and remedies provided under this Agreement are cumulative and in addition to the rights and remedies either party may have pursuant to law, statute, ordinance, or otherwise, and either party's use of any right or remedy provided for hereunder will not preclude or be deemed to waive such party's right to use any other remedy, whether hereunder or at law or equity. Both parties hereto have a duty to mitigate damages incurred pursuant to this Agreement and performance hereunder.

ASSIGNMENT

The parties agree that they may delegate the performance of their duties hereunder by contracting with third-party entities in accordance with applicable procurement and other laws, including but not limited to the Interlocal Cooperation Act (Chapter 791 of the Texas Government Code); provided, that each party receive prior written consent and each party remains responsible for its respective responsibilities set forth in Section 4 herein.

COUNTERPARTS, NUMBER/GENDER AND HEADINGS

This Agreement may be executed in multiple counterparts, including without limitation facsimile and e-mail counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender, and any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings used herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

GOVERNMENTAL IMMUNITY

This Agreement is expressly made subject to Texserve's and the City's governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws. The parties hereto expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit that the parties have by operation of law.

PREVENTION OF FRAUD AND ABUSE

The parties shall establish, maintain, and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or abuse involving Texserve's or the City's employees or agents that involve funds or activities under this Agreement shall be reported immediately by the party that becomes aware of the incident to Texserve's Board of Trustees or the City's Council for appropriate action.

FISCAL FUNDING CLAUSE

Notwithstanding any provision contained herein to the contrary, the obligations of the parties under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein. The parties shall make any payments required under this Agreement from current revenue available to the parties. In the event a party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, that party, at its sole discretion, may provide funds from a separate source or may otherwise terminate this Agreement by written notice to the other party at the earliest possible time prior to the end of the fiscal year; provided, however, the terminating party shall be required to pay any expenses already incurred pursuant to this Agreement as of the time the terminating party provides such notice. In the event that a party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, the other party may immediately terminate this Agreement.

CONFIDENTIALITY AND RECORDS

- KK. Except as may be subject to the provisions of The Public Information Act, Texas Government Code Chapter 552, during the term of this Agreement and for an indefinite period thereafter, neither party shall disclose to any third person, or use for itself in any way for pecuniary gain, any Confidential Information learned from the other party during the course of negotiations for this Agreement or during the Term of this Agreement, including the terms of this Agreement.

- LL. Upon termination of this Agreement, each party shall return to the other all tangible Confidential Information of such party. Each party shall retain in confidence and not disclose to any third party any Confidential Information without the other party's express written consent, except (a) to its employees who are reasonably required to have the Confidential Information, (b) to its agents, representatives, attorneys and other professional advisors that have a need to know such Confidential Information, provided that such parties undertake in writing (or are otherwise bound by rules of professional conduct) to keep such information strictly confidential, and (c) pursuant to, and to the extent of, a request or order by any governmental authority, including laws relating to public records.

- MM. Each party shall safeguard and adhere to all confidentiality, privacy, and security requirements under applicable federal, state, and local laws, rules, and regulations regarding the privacy and security of all information obtained by either party from the other in connection with this Agreement and each respective party's performance hereunder, including the Texas Public Information Act.
- NN. Each party shall only use information obtained in connection with the Ordinance for the purposes of detecting a Violation or Potential Violation of the Ordinance or for monitoring safety issues inside or outside the school bus, and such information shall not be used for general surveillance purposes.
- OO. All records created by Texserve or the City pursuant to this Agreement shall belong to Texserve or the City, as the case may be.

FORCE MAJEURE

Neither Texserve nor the City shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God, nature or the public enemy, terrorism, invasion, insurrection, order of court, judge, or civil authority, strikes, stoppage of labor, riot, and unusually severe weather, significant fires, floods, earthquakes, storms, epidemics, quarantine restrictions, freight embargos, government regulation, or governmental authorities, and delays which are not caused by any act or omission by Texserve. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

Neither Texserve nor the City shall be deemed to be in violation of this Agreement if either party is prevented from performing any of its obligations hereunder by any of the aforementioned causes or any other cause reasonably beyond the nonperforming party's control and that is not attributable to such nonperforming party's dereliction of duty or negligence hereunder. In the event of any such occurrence, the time for performance of the nonperforming party's obligations or duties shall be suspended until such time as the nonperforming party's inability to perform, provided that the nonperforming party is not responsible for such inability to perform, is removed. The party claiming the suspension of performance shall give notice of such impediment or delay in performance to the other party within ten (10) days of its knowledge of the occurrence of the event or events causing such nonperformance. The nonperforming party shall make all reasonable efforts to mitigate the effects of any suspension of its performance.

SIGNATORY AUTHORITY

- PP. The person or persons signing and executing this Agreement on behalf of Texserve has been duly authorized by action of Texserve's Board of Trustees to execute this Agreement on behalf of Texserve and to validly

and legally bind Texserve to all terms, conditions, performances, and provisions set forth herein.

QQ. The person or persons signing and executing this Agreement on behalf of the City has been duly authorized by City Council Ordinance No. _____ to execute this Agreement on behalf of the City and to validly and legally bind the City to all terms, conditions, performances, and provisions set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement Between the City of Socorro and Texserve to Enforce and Administer the School Bus Safety/Stop Arm Enforcement Program in duplicate, each party taking one (1) copy, as of the day and year stated below.

TEXSERVE

By: _____
Name: Rick D. Sorrells, Ed. D.
Title: Superintendent
Date: _____

CITY OF SOCORRO, TEXAS

By: _____
Name: Jesus Ruiz
Title: Mayor
Date: _____

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1



Gloria M. Rodriguez
District 2 / Mayor Pro-Tem

Victor Perez
District 3

Anthony Gandara
District 4

Adriana Rodarte
Interim City Manager

#29

October 8, 2015

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: Adriana Rodarte

SUBJECT: Discussion and Action on ReadyOne Industries Secure Document Services

SUMMARY

Council has received a presentation from ReadyOne Industries Secure Document Services regarding file validation and document storage budgeting for the City of Socorro. This allows the city to be current with record of retention schedule and allows accountability for documentation maintained.

STATEMENT OF THE ISSUE

**Box File Storage
Document Destruction
Commitment to Efficient Retrieval and Storage
(please see attached documentation)**

FINANCIAL IMPACT

Account Code (GF/GL/Dept): 01/05520

Funding Source: General Fund

Amount: 10,300.00

Quotes (Name/Commodity/Price) N/A

Co-op Agreement (Name/Contract#) N/A

ALTERNATIVE

N/A

STAFF RECOMMENDATION

Staff is recommending services

REQUIRED AUTHORIZATION

1. City Manager _____ Date _____
2. CFO _____ Date _____
3. Attorney _____ Date _____



October 2, 2015

Document Storage Budgeting

Box Count

Totals:

678 standard boxes

294 large boxes

Other:

6 boxes of citations

8 file drawers

Loose rolled maps

Budgeting

Service Initiation Fee

(One-time fee to move boxes into storage)

978 boxes @ \$1.80 per box = \$1,760.40

Monthly Storage

678 standard boxes @ \$0.305 per box = \$206.79 per month

294 large boxes @ \$0.61 per box = \$179.34 per month

6 boxes of Citations (Estimated at 1.0 cubic feet per box) @ \$0.254 per box = \$1.524 per month

ActiveWeb

Two Bas Licenses and One PDM License = \$21.85 per month

Total estimated fees for budgetary concerns:

Service Initiation = \$1,760.40

Monthly Storage = \$387.65

ActiveWeb = \$21.85

Total Initial Budget = \$2,169.90

Annual Budget (exclusive of delivery fees and other services) = \$6,674.40

Unable to estimate retrieval/delivery fees.

ReadyOne Industries
1414 Ability Drive
El Paso, TX 79936
(915) 858-7277

September 30, 2015
City of Socorro
Box Count

City Hall - Storage Shed
81 standard boxes
5 large boxes

City hall Offices
26 standard boxes
17 large boxes
8 file drawers

Rio Vista - Back Building
69 standard boxes
21 large boxes

Rio Vista - Basement ("Dungeon")
47 standard boxes
101 large boxes
6 boxes of citations

Rio Vista - Municipal Court
37 standard boxes
50 large boxes
Loose rolled maps

Rio Vista - Storage Closet
97 standard boxes
(Needed for immediate access)

Rio Vista - Planning and Zoning
87 standard boxes
21 large boxes
Loose rolled maps

901 Rio Vista (RVCC)
234 standard boxes
79 large boxes

Totals:
678 standard boxes
294 large boxes
Other:
6 boxes of citations
8 file drawers
Loose rolled maps



October 6, 2015

File Validation Budget Estimate

Budget based on 100 standard size boxes; inventory and validation of the files within each box.
Variables that will impact the time required are:

- The number of files within each box
- The amount of information, or number of index fields, to be recorded for each file.

Scope of Service

- An Excel spreadsheet will be created to hold this data.
- A new worksheet will be created for each box to be validated.
- Each worksheet will be designed with the information to be gathered from the files within the box. This is expected to vary from box to box.
- Upon completion the spreadsheet will be delivered to the City Manager
- Upon approval the information will be uploaded into ActiveWeb.

Budgetary Pricing

Estimated time (depending on factors noted above) = 160 to 240 hours.

Budget range = \$2,400.00 to \$3,600

ReadyOne Industries
1414 Ability Drive
El Paso, TX 79936
(915) 858-7277

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1



Gloria M. Rodriguez
District 2 / Mayor Pro-Tem

Victor Perez
District 3

Anthony Gandara
District 4

Adriana Rodarte
Interim City Manager

#30

October 8, 2015

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: Adriana Rodarte

SUBJECT: Discussion and Action on City Wide Unified Communications.

SUMMARY

COS would like to implement a Unified Communications solution that includes IP Telephony and voicemail. The solution will replace the existing legacy phone system and provide services for up to 75 users.

Current WAN network is provided by AT&T and is a hosted VPN-MPLS solution

STATEMENT OF THE ISSUE

The Unified Communication project will encompass all City of Socorro locations. At the core of the solution CUCM consolidates multiple collaboration applications in a highly available solution that boasts both foundational options to address current communication needs as well as additional collaboration options that COS may leverage in the future.

The three foundational applications that Presidio will install for COS are: Communications Manager for Call Control, Unified Messaging for Voice Messaging and Enterprise License Manager for License Management. Communications Manager and Unified Communications will be built in clusters of two applications each to provide high availability capabilities to the voice system. All these applications will be built in a virtual environment leveraging the Cisco Business Edition 6000 server (BE6000 or BE6k). This server is a 1RU platform with Cisco designed memory, CPU and disk to provide an optimal UC customer experience. One server is provided in this proposal, however, a second server can be added at a future date to create a fully redundant system.

Connectivity to the PSTN will be integrated into this solution and tested and validated. Installation of one PRI, 100 DID block and up to 4 POTS lines to provide carrier connectivity. The router will be licensed for SIP trunking should this be the preferred connectivity option. Presidio is proposing a Cisco 2901 router for this purpose.

No analog devices (faxes, analog phones, modems, POS machines, etc) will be deployed, as they are not required by COS for this environment.
In the event of a failure of a WAN circuit or failure of the BE6k server, backup phone service is provided by a router with Survivable Remote Site Telephony (SRST) software.

FINANCIAL IMPACT

Account Code (GF/GL/Dept): GF / 05810 / 02

Funding Source: General Fund

Amount: \$107,593.24

Quotes (Name/Commodity/Price) N/A

Co-op Agreement (Name/Contract#) N/A

ALTERNATIVE

N/A

STAFF RECOMMENDATION

N/A

REQUIRED AUTHORIZATION

1. City Manager _____ Date _____
2. CFO _____ Date _____
3. Attorney _____ Date _____

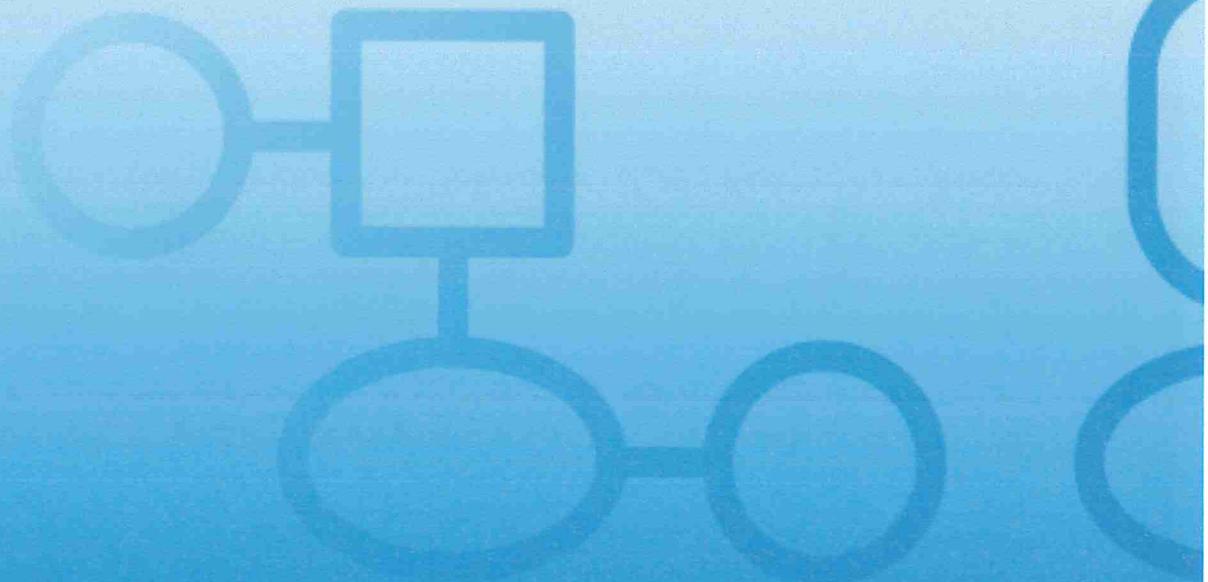
PRESIDIO

CITY WIDE UNIFIED COMMUNICATIONS

PROPOSAL

CITY OF SOCORRO

JULY 23, 2015



PROPOSAL TEAM

Name	Company/Function	Phone	Email
Margie Rocha	Presidio Account Manager	915.613.3258	MRocha@Presidio.com
Carlos Gutierrez	Presidio Consulting Engineer	915.613.3257	CGutierrez@Presidio.com
Fernie Primero	Presidio Consulting Engineer	915.613.3218	FPrimero@Presidio.com
Frank Maisano	Presidio Presales Engineer	505.980.5506	Fmaisano@Presidio.com

REVISION HISTORY

Revision	Revision Date	Name	Notes
1.0	7/15/2015	Frank Maisano	Document Creation
2.0	7/16/2015	Fernie Primero Carlos Gutierrez	Consulting Engineer Review
3.0	7/21/2015	Margie Rocha	RAP Prep
4.0	07/21/2015	Ted Kilgore	RAP Review and Approval
5.0	07/23/2015	Margie Rocha	Revised phone count per customer
6.0	10/05/2015	Margie Rocha	Revised to include VPN Tunneling to R19

Notices:

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1. EXECUTIVE OVERVIEW

1.1. Introduction

Presidio Networked Solutions Group, LLC, a wholly owned subsidiary of Presidio Networked Solutions, Inc. ("Presidio") is pleased to propose the following solution to CITY OF SOCORRO [COS]. This Proposal summarizes the results of the Envisioning and Proposal Phases and details the efforts and conclusions of the Vision and Proposal Teams. This document provides a roadmap for the proposed solution and a foundation for the Systems Engineering and Planning Phase.

1.2. Situation

COS is presently working on optimizing its IT operations and has several initiatives. This proposal addresses two key projects.

1.2.1. Server Virtualization

In order to prepare for the DR/BC project, Presidio requires that all COS servers be virtualized. COS currently has (2) servers that are still physical:

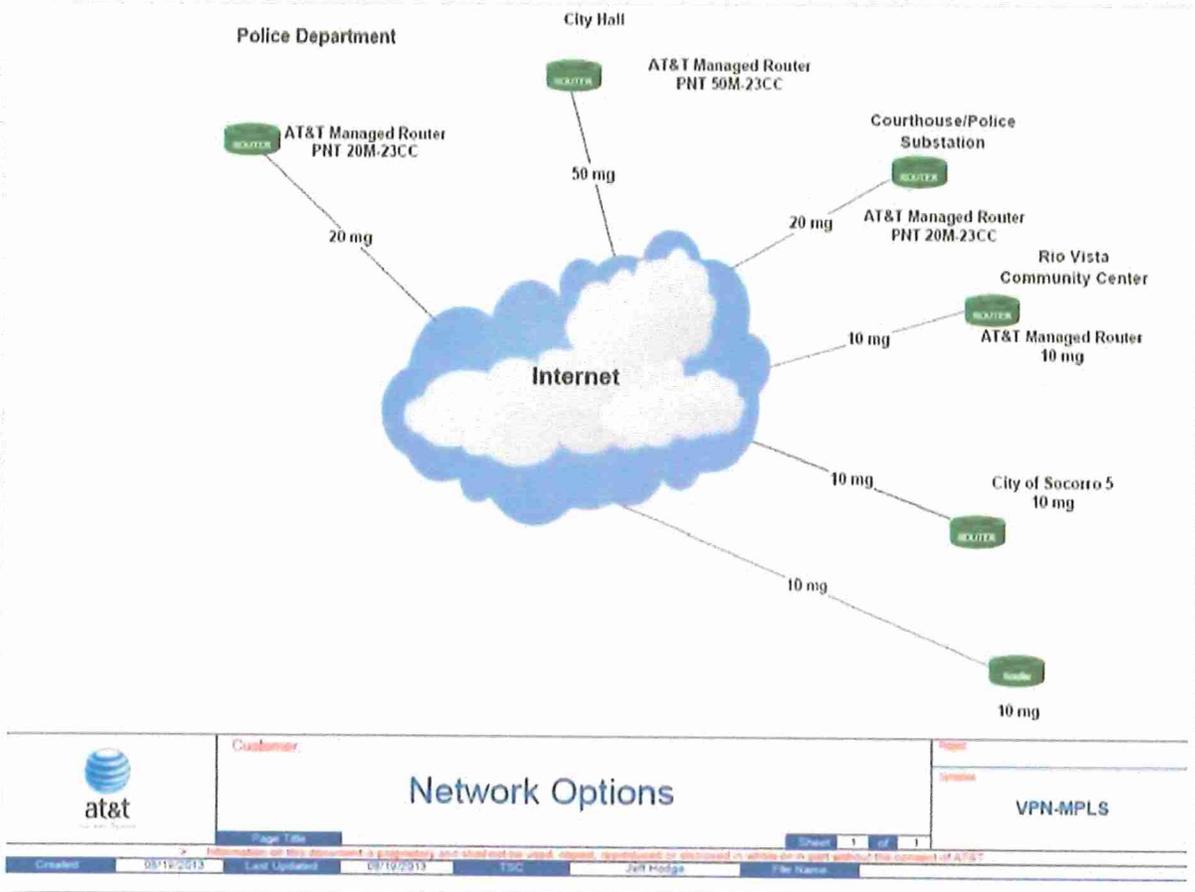
1. Albia Sage 100
2. Cardinal Tracking Court Management

COS is requesting professional services to virtualize these servers onto the existing COS virtual infrastructure.

1.2.2. Unified Communications

COS would like to implement a Unified Communications solution that includes IP Telephony and voicemail. The solution will replace the existing legacy phone system and provide services for up to 75 users. The current email system is outsourced so unified messaging is not needed at present but should be an option for the future.

Current WAN network is provided by AT&T and is a hosted VPN-MPLS solution.



1.2.3. VPN Tunnel to Region 19 ESC

CoS is requesting an Engineer be on site to oversee the VPN tunnel setup from CoS to its colocation at Region 19 ESC (R19).

1.3. Client Considerations

For COS it is also important to ensure that its technical staff is engaged in the project for knowledge transfer, and planning in advance for attending technical training that pertain directly to COS's new environment.

1.4. Solution Overview

1.4.1. Server Virtualization

Presidio will fully assess these servers and develop a strategy to virtualize them onto the existing COS VMware ESXi hosts and EMC VNXe array.

The ESXi server is a Cisco C-series server which was originally sized and installed with consideration given to all of the COS applications so the server presently has sufficient CPU and DRAM to host these (2) additional VMs.

1.4.2. Unified Communications

The Unified Communication project will encompass all City of Socorro locations.

At the core of the solution CUCM consolidates multiple collaboration applications in a highly available solution that boasts both foundational options to address current communication needs as well as additional collaboration options that COS may leverage in the future.

The three foundational applications that Presidio will install for COS are: Communications Manager for Call Control, Unified Messaging for Voice Messaging and Enterprise License Manager for License Management. Communications Manager and Unified Communications will be built in clusters of two applications each to provide high availability capabilities to the voice system. All these applications will be built in a virtual environment leveraging the Cisco Business Edition 6000 server (BE6000 or BE6k). This server is a 1RU platform with Cisco designed memory, CPU and disk to provide an optimal UC customer experience. One server is provided in this proposal, however, a second server can be added at a future date to create a fully redundant system.

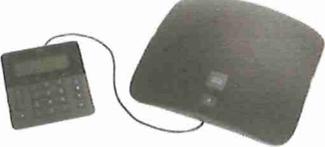
Connectivity to the PSTN will be integrated into this solution and tested and validated. Installation of one PRI, 100 DID block and up to 4 POTS lines to provide carrier connectivity. The router will be licensed for SIP trunking should this be the preferred connectivity option. Presidio is proposing a Cisco 2901 router for this purpose.

No analog devices (faxes, analog phones, modems, POS machines, etc) will be deployed, as they are not required by COS for this environment.

In the event of a failure of a WAN circuit or failure of the BE6k server, backup phone service is provided by a router with Survivable Remote Site Telephony (SRST) software. One of these routers is listed on the accompanying quote and will be used at City Hall. COS has another, older router that will be similiarly deployed to backup the Courthouse. All other sites will retain a single analog phone for emergencies.

The phones included in this proposal are as follows:

Qty	User Class	Model	
54	Standard User Phones	CP-8841	

1	Receptionist Phone (with additional lines)	CP-8851 CP-BEKEM	
7	Conference Phones	CP-8831	
1	Lobby Phones	CP-6901	

Estimated phone allocation

Location	Phone Counts
City Hall	1 Conference Phone 10 Standard Phones 1 Receptionist Phone 1 Lobby Phone
Courthouse/Chambers	2 Conference Phones 9 Standard Phones
Police Substation	8 Standard Phones

Police Department	5 Standard Phones 1 Lobby Phone
Rio Vista Community Center	4 Standard Phones
Chayo Apodaca	1 Standard Phone 1 Conferece Phone
Public Works	1 Conference Phone 5 Standard Phones
Planning and Zoning	1 Conference Phone 12 Standard Phones

1.4.3. VPN Tunnel to Region 19 ESC

Presidio will oversee and assist with testing for CoS Site Connectivity, storage devices replication and backup server replication to R19 disaster recovery site. Presidio will also assist in the Runbook entries recommendations for backup and recovery processes.

1.5. Project and Deployment Strategy

Presidio has developed a Strategic Engagement Framework (SEF) to ensure better business results with minimal risk. See section 2 below for a summary of Presidio’s Strategic Engagement Framework. The following high level strategy for this project is as follows:

In partnership with COS, Presidio will go through a Detailed Planning Phase to verify/validate the proposed solution while testing the assumptions that are listed later in this proposal. Presidio will provide COS with a Systems Engineering Report that highlights the information gathered and will COS with a Bill of Materials to include products and services to get COS to their desired state.

The Unified Communication solution will comprise of a number of locations within COS of COS. The following locations will be included in this solution:

Main Site:

- City Hall – 124 S. Horizon Blvd.

Remote Sites:

- Courthouse/Chambers – 860 Rio Vista
- Police Substation – 800 Rio Vista
- Police Department – 670 Poona St.
- Rio Vista Community Center – 901 Rio Vista
- Chayo Apodaca – 341 N. Moon Rd.

City of Socorro
130592672
July 23, 2015
City Wide Unified Communicationsosal

PRESIDIO™

- Public Works – 241 Old Hueco Tanks
- Planning and Zoning – 860 Rio Vista

Presidio will have individual and joint tasks and responsibilities. Teaming also may incorporate third party representation when appropriate.

Each team is comprised of subject matter experts that come together in a synergistic fashion to the benefit of COS. Presidio typically leads the team as a subject matter expert in technology, while COS is obviously the expert in matters that pertain to your own business and industry, as well as the way that technology is used to the benefit of the business.

2.2. Envisioning Phase

The goal of the Envisioning Phase is to align technology with business needs. The Vision Team is created to facilitate this process. Understanding business needs extends far beyond the function of a proposed technology into an awareness of the environment, type of industry, strategic objectives and tactical challenges of the organization. Determination of a possible solution's value to the organization is made quickly. If a potential technology application does not add positive impact, valuable time and resources are not wasted pursuing it. Envisioning is critical to the success and impact of a project. The Project Vision is the main Vision Team deliverable, and is used to document the work done in the Envisioning Phase. Once Vision Consensus is achieved the next step is to move forward to the Proposal Phase.

2.3. Proposal Phase

The goal of the Proposal Phase is to refine and formalize the Project Vision in a proposal. The Proposal Team is created to facilitate this process. The Proposal incorporates the work done during the Envisioning Phase and includes a quote for the Systems Engineering and Planning Phase, key assumptions, and project terms and conditions. A budget estimate for the Execution Phase and a preliminary bill of materials may also be included. While the Execution Phase is a budget estimate, Presidio provides assurance that any remaining uncertainty will be eliminated during the Systems Engineering and Planning Phase.

2.4. Systems Engineering and Planning Phase

The goal of the Systems Engineering and Planning Phase is to assess and mitigate risk by documenting the project plan and creating a detailed design that considers all known issues that pertain to the technology solution, the client's business and the end users. The Systems Engineering and Planning Phase work incorporates both industry and vendor best practices as well as previous Presidio real world execution experience. This work is centered on the discovery of the existing environment and integrating the solution into that environment. The Systems Engineering and Planning team creates the following Systems Engineering and Planning Phase documents and deliverables: Systems Engineering Report, detailed project scope and schedule, final bill of materials, and final services agreement to execute the solution. The work done in the Systems Engineering and Planning Phase significantly lowers risk by addressing all open issues and finalizing the fixed scope and budget before execution.

As your technology consultant, Presidio is committed to protecting your business's daily operations and maximizing the availability of your business-critical systems. We recognize that our clients' networks and systems have become crucial to their daily operations and strategic goals. It is our practice to take full advantage of the resiliency and survivability functionality provided in the products we sell and deploy. We have developed our

“Resiliency-Test-Assurance” (“RTA”) methodology to help us deliver on this commitment. This methodology starts at the Systems Engineering & Planning Phase and follows through the Execution Phase to final test and cutover of these important resiliency features.

2.5. Execution Phase

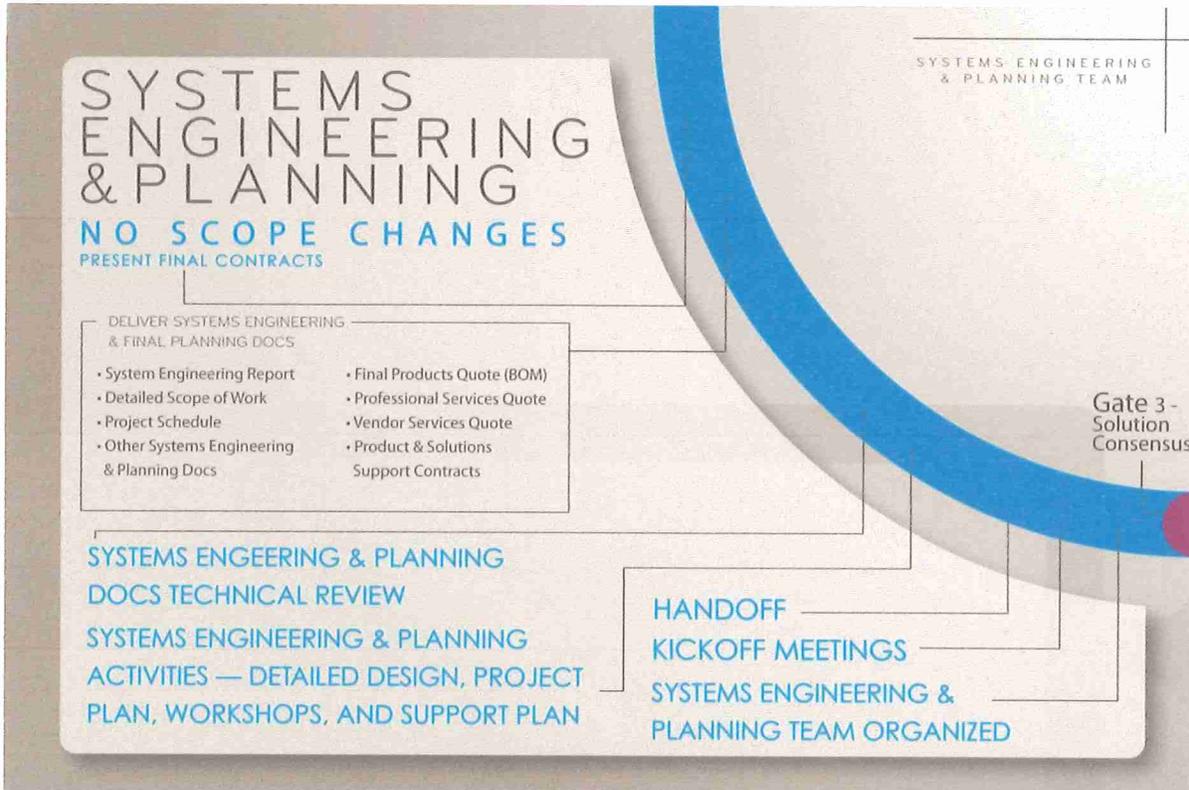
The goal of the Execution Phase is to perform the scope of work developed and finalized in the Systems Engineering and Planning Phase. This is the phase where the actual deployment of the solution takes place.

2.6. Managed IT/Opex

The goal of this phase is to ensure a qualified, efficient, and timely support structure is in place to maintain optimal operating conditions. To Presidio, success is not simply the installation and integration of technology for our clients. We help our clients plan and validate a strategy to ensure the long term operational viability of every solution we deploy. Presidio will work with COS to identify the appropriate resources, knowledge and tools required to support the solution long term. We will also develop a transition plan to provide a “warm” handoff to the appropriate team once the solution is fully tested and operational. The Operations Plan will be finalized during the Operational Readiness Workshop and be delivered as part of the Systems Engineering Report.

3. SYSTEMS ENGINEERING AND PLANNING PHASE

The following is a detailed diagram of the Systems Engineering and Planning Phase of Presidio's Strategic Engagement Framework:



3.1. Introduction

The Systems Engineering Planning Phase is the detailed planning and design that incorporates discovery, analysis, and knowledge transfer. The results of this phase are detailed design recommendations and a specific project plan. Detailed planning is necessary to ensure that the proposed solution will meet project requirements and help to reduce risk of an unsuccessful or unexpectedly expensive Execution Phase. The Systems Engineering and Planning Phase documents are the technical and operational foundation for a successful execution.

Presidio relies on client involvement during this phase and incorporates COS representatives as part of the project Systems Engineering and Planning Team. This is done to ensure that all decisions being made are sensitive to client input and needs. Key Presidio team members will be assigned during the planning phase and will include the following:

3.1.1. Project Manager

Presidio will provide a Project Manager (PM) who is familiar with the technology involved and experienced in project management best practice methodologies. Responsibilities will include:

- Work with COS and Presidio project personnel to prioritize and plan the activities for the duration of the engagement. Establish lines of communication and frequency of reporting.
- Review and communicate the status of the project with periodic status reports and/or conference calls that highlight performance on planned tasks, as well as any issues or other areas requiring attention by Presidio and/or COS.
- Monitor quality on the project and establishing effective communications with COS staff, while maintaining focused, high-quality effort through project completion.
- Create an implementation schedule with all necessary tasks and associated timelines.
- Attend any appropriate Project Systems Engineering and Planning Phase Workshops that require PM participation and associated follow-up (Action Items, Resource Planning, etc.)

3.1.2. Engineering Personnel

Presidio will assign a lead senior consulting and systems architect who will lead this project from a technology and design perspective. This engineer will be responsible for the engineering document(s) during the Systems Engineering and Planning Phase and will work closely with COS technical lead to ensure the design, configurations, equipment specifications, and methodology are accurate and in line with the overall project goals. This consulting engineer will also consider and make recommendations to ensure that the specifics of this project are in line with the greater system wide architecture and technology goals of COS.

3.2. Systems Engineering and Planning Phase Scope of Work

3.2.1. Systems Engineering and Planning Phase Tasks

The following Systems Engineering and Planning Phase tasks will be performed during this phase:

- Project Kickoff Meeting
- Verification of roles and responsibilities
- Design Workshops
- Completion of Systems Engineering Report
- Finalization of Bill of Materials (BOM)

3.2.2. Systems Engineering and Planning Phase Elements

The following elements will be identified, reviewed and/or defined in the Systems Engineering and Planning Phase:

3.2.3. Site Information

- Main Site:
 - City Hall – 124 S. Horizon Blvd.

- Remote Sites:
 - Courthouse – 860 Rio Vista
 - Police Substation – 800 Rio Vista
 - Police Department – 670 Poona St.
 - Rio Vista Community Center – 901 Rio Vista
 - Chayo Apodaca – 341 N. Moon Rd.
 - Public Works – 241 Old Hueco Tanks

3.2.4. Server Virtualization

- Review existing UCS and EMC infrastructure and prepare for additional VMs
- Review (2) physical server requirements for virtualization and develop strategy for converting to virtual machines
- Work with COS to identify test plans and project schedule for the conversion

3.2.5. Unified Communications

3.2.5.1. Network Infrastructure Review

- Design Overview
- Network Service Provider
- Bandwidth, Latency, and QoS
- Network Protocols
- Network Services
- POE requirements
- IP/VLAN Schema
- Equipment List, IP Addresses, IOS Revisions, and Feature Sets
- Device Naming Convention
- High Availability
- Security Considerations
- Growth Systems Engineering and Planning
- Other Considerations

3.2.5.2. Facilities

- Racks
- Power and UPS
- Device Cabling Termination and Connectivity

3.2.5.3. Cisco Unified Compute System (UCS)

- Determine server locations & connectivity
- Determine power requirements
- Determine VM specs & licensing requirements
- Determine Cisco UC application OVA requirements
- Determine Cisco licensing requirements
- Validate versions
- Validate redundancy capabilities

3.2.5.4. Telephony System Review

- Current Call Flows on legacy systems
- Proposed Call Flows for Cisco UC
- Phone Numbers & DIDs
- Validate licensing available
- Operators
- Executive/Administrative Assistant(s)
- Automated Attendant
- Call Processing
- Dial Plan
- Telecommunications and Circuits
- Voice Gateways
- Call Routing and Overflow
- Call Restrictions
- Caller ID
- Directory Services
- Music on Hold
- Conferencing
- Call Reporting
- Paging (Both overhead & through the IP Phones)
- Call Recording (No call recording required at this time)
- Faxing
- Analog Devices
- Site Naming Conventions
- System Speed Dials
- Fire/Alarm System Integration
- Emergency Call Services (911/E911)
- High Availability
- Backup and Disaster Recovery

- Security Considerations
- Growth Systems Engineering and Planning

3.2.5.5. Phone Features Review

- Standard Features
- Advanced Features
- Soft Keys
- Phone Directory
- Phone Services and Applications
- Phone Background(s)
- Custom Ring Tones
- Call Waiting
- Intercom
- Paging through the Phones
- Phone Counts and Types
- Phone Licensing
- Phone Layouts
- Multiple Call Handling
- Phone Attachments
- Analog Phone Features
- Mobility Features
- Web Page Access
- Personal Speed Dials
- Quality Reporting Tool
- Call Forwarding OffNet

3.2.5.6. Voicemail Review

- Current Voicemail System Information
- New Voicemail System
- Voicemail Networking
- Voice Message Access
- Voicemail Access Numbers
- Voicemail Transfer
- Outbound Message Notification
- Call Coverage – “0” Out
- Auto Attendant
- Group Voicemail
- Schedules

- Holidays
- Advanced Features
- Voicemail Directory
- Message Retention Policy
- High Availability
- Growth Systems Engineering and Planning

3.2.6. Voice Gateway

- SRST requirements
- PSTN connectivity
- 911 access

3.2.7. Licensing

- CUWL Licensing
- A la Carte Licensing Options
- Additional Cisco Licenses
- Third Party Licenses

3.2.8. Maintenance

- ESW
- UCSS
- Third Party Maintenance

3.2.9. Training Plan

- Develop admin training
- Develop end-user training

3.2.10. Support Plan

- Initial Go Live Support and Freeze Period
- Ongoing Solutions Support

3.3. Systems Engineering and Planning Phase Deliverables

The following deliverables will be created by Presidio and provided to COS as part of the Systems Engineering and Planning Phase Deliverables:

Document	Description
Systems Engineering Report	Detailed design; project logistics including schedule and training plans; finalized Execution Phase scope and pricing (to be signed prior to moving into Execution Phase)
Verification Plan	Verification criteria for testing and quality assurance (to be signed prior to moving into Execution Phase)
Final BOM	Finalized hardware, software and licensing components

4. EXECUTION PHASE

The following is a detailed diagram of the Execution Phase of Presidio's Strategic Engagement Framework:



4.1. Introduction

The Execution Phase of this project consists of performing the detailed scope of work which will be developed and finalized in the Systems Engineering and Planning Phase. During the Execution Phase, risk is continually mitigated by strong project management, technical leadership, detailed documentation, training, knowledge transfer tasks and a defined "freeze period" that fine tunes the solution and assures that the solution operates to functional specifications before project completion and handoff to the operations team. This is all done to ensure client satisfaction and unity with business goals and objectives.

Presidio approaches project execution from a skills-based perspective. Our Execution Team is made up of individuals who have specific skill sets that will be utilized at different times during a given project. This allows us to provide a very specialized workforce to COS and utilize the appropriate resource for the task required.

4.2. Execution Phase Preliminary Scope of Work

The following Execution Phase tasks will be performed during this phase:

4.2.1. Server Virutalization

- Provision storage as needed
- Execute physical to virtual conversion
 - Optimize settings for virtual environment
- Decommission physical servers
- Activate virtual machines
- Test and verify operations

4.2.2. Unified Communication

4.2.2.1. Network Infrastructure

- Configure site specific network to support voice traffic
- Configure Quality of Service for real time traffic in the network equipment
- Presidio will configure any local DNS/DHCP settings for voice
- Validate any COS configured Multicast settings

4.2.3. Cisco UCS

- Install Cisco UCS servers
- Provide network connectivity
- Install & configure VM software & licensing
- Download Cisco application OVAs & install

4.2.4. Cisco Collaboration System Release 10.5

- Download/Install ISO
- Download/Install correct licenses
- Install CSR 10.5 in virtual environment on UCS
- Install required licenses for site specific end users/devices
- Install the site specific dial-plan as per planning session
- Configure site specific route-patterns/Route-lists/Route-groups
- Configure site specific Call Search Space & Partitions
- Configure site specific SRST parameters
- Configure toll bypass settings for local numbers
- Configure site end users and devices
- Configure remaining site specific call control parameters

- Configure off box SFTP back up settings
- Configure admin access and security controls
- Configure end-user self-service portal
- Configure integration with Active Directory & LDAP settings

4.2.5. Cisco Unity Connection (Voicemail)

- Install required licenses to support end users at each location
- Configure end user voicemail templates specific for each location
- Configure CSR integration
- Import users from Communications Manager for new sites
- Configure any auto-attendant (Call Handlers) as per planning session
- Configure any required distribution groups

4.2.6. Voice Gateways

- Configure gateway parameters for each site gateways to register to the Cisco Communications Manager
- Configure any required dial-peers
- Configure any required class of restrictions
- Configure SRST parameters as per planning sessions
 - City Hall
 - Courthouse

4.2.7. Unified Communications Best Practices

- Configure separate VLANs for voice devices hardware only
- Configure VLAN-based access to allow expected voice/control traffic patterns.
- Disable auto-registration within Unified Communications Manager
- Install all "then-current" Cisco-authorized patches
- Suggest network perimeter controls to limit connection to/from devices implemented under this Proposal
- Configure Calling Search Spaces to minimize the risk of toll fraud

4.2.8. Training

- Presidio will provide 6 end user training classes approximately 1 hour each on a single day and at a single location.
- Presidio will provide up to 16 hours of admin training

4.2.9. Support

- Presidio will provide up to 16 hours of day two support to COS

4.2.10. VPN Tunnel to R19ESC

- Oversee and assist with testing for CoS Site Connectivity to R19 disaster recovery site
- Oversee and assist with testing for CoS Storage Devices replicating to R19 disaster recovery site
- Oversee and assist with testing for CoS Backup Server replicating to R19 disaster recovery site
- Provide recommendations to Runbook entries

4.3. Execution Phase Deliverables

The following deliverables will be created by Presidio and provided to COS as part of the Execution Phase Deliverables:

Document	Description
Final Project Documentation	Final Project Documentation as defined in the Systems Engineering Report
Verification Testing Results	Results of the Verification Plan agreed to in the Systems Engineering & Planning Phase
Project Completion and Acceptance	Agreement that project is complete

4.4. Change Management Process

Presidio emphasizes detailed planning and design prior to any complex systems project. One of the reasons for this approach is to avoid any change orders during the Execution Phase that could affect budget, schedules, or business interruptions. During and upon completion of the Systems Engineering and Planning Phase Presidio will review all detailed system design and features so that when implementation begins there will be no surprises. However, there are times when a change order will be requested by the client upon completion of the Systems Engineering and Planning Phase and if this happens the change request will be considered an addendum to this proposal and the Systems Engineering and Planning documents and will be performed accordingly.

5. ASSUMPTIONS

The following project assumptions are made and will be verified as part of the Systems Engineering and Planning Phase:

Server Virtualization Project

1. Unless previously agreed upon all activities during the Planning Phase will be performed during normal business hours: Monday through Friday, 8:00AM to 5:00PM. All activities requiring after-hours work in the Execution Phase will be identified during the Planning Phase and will be incorporated into the schedule. All remaining activities will be performed during normal business hours: Monday through Friday, 8:00AM to 5:00PM.
2. Servers will be converted in their current state. Upgrades to the OS and/or applications are not included.
3. Performance of scope items not specified in this Proposal are outside the scope of this project and will necessitate the execution of a Project Change Request and may result in a change of project approach, staffing and/or pricing

Unified Communications Project

4. Unless previously agreed upon all activities during the Systems Engineering and Planning Phase will be performed during normal business hours: Monday through Friday, 8:00AM to 5:00PM. All activities requiring after-hours work in the Execution Phase will be identified during the Systems Engineering and Planning Phase and will be incorporated into the schedule. All remaining activities will be performed during normal business hours: Monday through Friday, 8:00AM to 5:00PM.
5. Any sites not listed in section 1.5 are excluded from this proposal
6. COS will provide all data racks, cabling, power, and UPS needed for this project
7. COS will work with the Wide Area Network provider for tasks such as, but not limited to, circuit ordering, delivery schedules, and coordination of turn-up
8. COS will work with local telephone providers to provide local analog and digital telephone circuits as well as DIDs and/or other telephone services. Presidio will provide provisioning information and coordination support to the COS upon request.
9. Presidio will configure QoS on devices in the COS network.
10. COS will work with AT&T to ensure QoS tags are preserved on the AT&T managed network edge devices.
11. COS understands that QoS is not enforceable over the Internet and at times, voice quality issues might arise that cannot be reconciled.
12. City Hall and the Courthouse will have SRST routers for backup voice service. Other sites will retain an analog phone that can be used in the case of emergencies.
13. Active Directory and Exchange Server and Client applications will be deployed within the COS environment and will be in a stable state prior to beginning the project
14. COS will provide remote VPN access to the assigned Presidio engineer to the associated UC applications in order to expedite the planning phase
15. COS will provide all hardware, software, and licensing that are required to support this project

16. Installation/configuration of faxing or other analog services will not be part of this project
17. Existing COS infrastructure is POE ready and will support VLAN trunking to Cisco IP phones.
18. If additional power supplies are required for the Cisco IP phones, Presidio will include in the final bill of materials that will be provided to COS at the completion of the planning engagement with the Systems Engineering report (SER).
19. Cisco SMARTnet maintenance is current on any existing Cisco equipment that is part of this project
20. Cisco Unified Communications Software Subscription (UCSS) contracts are valid and current for all Cisco UC applications that are part of this proposal
21. The quote provided with this proposal includes 75 user licenses and 75 voicemail licenses. The system can scale to 1000 users.
22. Existing voicemail will not be retained or integrated into this solution
23. The proposed solution is for voicemail only. Unity connection supports Unified Messaging but it is not part of this solution.
24. Paging is not included in this solution.
25. Performance of scope items not included in this Proposal are outside the scope of this project and will necessitate the execution of a Project Change Request and may result in a change of project approach, staffing and/or pricing

6. PRICING

Presidio will invoice COS based on the project milestone(s) listed below:

Billing Milestone	Fixed / Estimated	Amount
Systems Engineering and Planning Phase Complete **	Fixed	14,005.00
Execution Phase Complete **	Estimated	44,730.00
Preliminary Bill of Materials	Estimated	48,858.54
Total		\$ 107,593.24

* Please note each individual phase subsequent to the Systems Engineering and Planning Phase is optional and is a standalone activity.

** Execution Phase pricing and attached BOM will be finalized as agreed to in the Systems Engineering Acceptance document.

Invoices should be sent to the following address:

City Of Socorro
Attn: Accounts Payable
124 South Horizon Blvd
Socorro, TX 79927

Expenses

Any travel and incidental expenses incurred by Presidio in association with the execution of this Proposal are included in the pricing listed above.

City of Socorro
130592672
July 23, 2015
City Wide Unified Communicationsosal

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7. TERMS AND CONDITIONS

This Service Agreement is governed by the State of Texas DIR contract(s): **DIR-TSO-2544**

8. AUTHORIZATION TO PROCEED

The use of signatures on this Proposal is to ensure agreement on project objectives and the work to be performed by Presidio.

Presidio signature signifies our commitment to proceed with the project as described in this document. Please review this document thoroughly, as it will be the basis for all work performed by Presidio on this project.

This Proposal is valid for a period of sixty (60) days from the date that this proposal is provided by Presidio to COS unless otherwise agreed to by both parties.

City of Socorro

Signature

Date

Printed Name

Presidio Networked Solutions LLC.

Signature

Date

Printed Name & Title

Please sign and return the entire document to mrocha@presidio.com

Thank you!

9. ATTACHMENTS

9.1. Detail Bill of Materials

Line #	Part #	Description	Qty	List Price	Unit Price	Ext Price
CISCO BUSINESS EDITION SERVER						
1	R-CBE6K-K9	Cisco Business Edition 6000-Electronic SW Delivery-Top Level	1	\$0.00	\$0.00	\$0.00
2	CON-ECMU-RCBE6KK	SWSS UPGRADES Cisco Business Editi	1	\$0.00	\$0.00	\$0.00
3	BE6K-SW-10.X	Business Edition 6000 v10 export restricted software	1	\$0.00	\$0.00	\$0.00
4	BE6K-START-UCL25	BE 6000 - UCL Starter Bundle with 25 Enh and 25 VM Licenses	1	\$500.00	\$300.00	\$300.00
5	BE6K-UCL-ENH	Cisco Business Edition 6000 - Enhanced User Connect License	50	\$210.00	\$126.00	\$6,300.00
6	BE6K-PAK	Cisco Business Edition 6000 - PAK - Single Fulfillment	1	\$0.00	\$0.00	\$0.00
7	BE6K-UXL-START	BE6K Starter Pack - Single Fulfillment Enforcement	1	\$0.00	\$0.00	\$0.00
8	UCM-10X-ENH-UCL	BE6K UCM 10X Enhanced User Connect License - Single	75	\$0.00	\$0.00	\$0.00
9	CON-ECMU-UCMENHUC	SWSS UPGRADES BE6K UCM 10X Enhance	75	\$24.00	\$21.36	\$1,602.00
10	UCN-10X-VM-UCL	BE6000 Unity Connection 10x Basic Voicemail License	75	\$0.00	\$0.00	\$0.00
11	CON-ECMU-UCN10XVM	SWSS UPGRADES BE6K - Unity Connect	75	\$15.00	\$13.35	\$1,001.25
12	UCXN-10X-SCPORTS	BE6K - Unity Connection 10x - VM Speech Connect Ports	2	\$0.00	\$0.00	\$0.00
13	BE6K-UCL-VM	Cisco Business Edition 6000 -Voicemail/Unified Messaging Lic	50	\$75.00	\$45.00	\$2,250.00
14						
15	BE6M-M4-K9=	Cisco Business Edition 6000M Svr (M4), Export Restricted SW	1	\$9,400.00	\$5,640.00	\$5,640.00
16	BE6K-SW-9X10X	Cisco Business Edition 6000 - Software App Version 9.X 10.X	1	\$0.00	\$0.00	\$0.00
17	VMW-VS5-HYP-K9	Cisco UC Virt. Hypervisor 5.x (2-socket)	1	\$0.00	\$0.00	\$0.00
18	VMW-VS5-SNS	Cisco UC Virt. Hypervisor 5.x - SnS	1	\$0.00	\$0.00	\$0.00
19	R2XX-RAID5	Enable RAID 5 Setting	1	\$0.00	\$0.00	\$0.00
20	CIT-CPU-E52630D	2.40 GHz E5-2630 v3/85W 8C/20MB Cache/DDR4 1866MHz	1	\$0.00	\$0.00	\$0.00
21	CIT-MR-1X162RU-A	16GB DDR4-2133-MHz RDIMM/PC4-17000/dual rank/x4/1.2v	2	\$0.00	\$0.00	\$0.00
22	CIT-MRAID12G	Cisco 12G SAS Modular Raid Controller	1	\$0.00	\$0.00	\$0.00
23	CIT-MRAID12G-1GB	Cisco 12Gbps SAS 1GB FBWC Cache module (Raid 0/1/5/6)	1	\$0.00	\$0.00	\$0.00
24	CIT-PSU1-770W	770W AC Hot-Plug Power Supply for 1U C-Series Rack Server	1	\$0.00	\$0.00	\$0.00
25	CIT-A03-D300GA2	300GB 6Gb SAS 10K RPM SFF HDD/hot plug/drive sled mounted	6	\$0.00	\$0.00	\$0.00
26	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	1	\$0.00	\$0.00	\$0.00
CISCO BUSINES IP PHONES						
27	- DESK PHONES					
28	CP-8841-K9=	Cisco IP Phone 8841 Admin	54	\$495.00	\$297.00	\$16,038.00
29	CON-SNT-CP8841K9	SMARTNET 8X5XNBD Cisco UC Phone 8841	54	\$17.00	\$15.13	\$817.02
30						
31	CP-8851-K9=	Cisco IP Phone 8851 Receptionist	1	\$595.00	\$357.00	\$357.00
32	CON-SNT-CP8851K9	SMARTNET 8X5XNBD Cisco UC Phone 8851	1	\$24.00	\$21.36	\$21.36
33	CP-BEKEM=	Cisco IP Phone 8800 Key Expansion Module	1	\$490.00	\$294.00	\$294.00
34	- CONFERENCE PHONES					
35	CP-8831-K9=	Cisco 8831 Base/Control Panel for Conference Phone	5	\$1,395.00	\$837.00	\$4,185.00
36	CON-SNT-CP8831K9	SMARTNET 8X5XNBD Cisco 8831 IP Confer Phone w/ controller	5	\$56.00	\$49.84	\$249.20
37	- LOBBY PHONES					
38	CP-6901-C-K9=	Cisco IP Phone 6901 Lobby	1	\$110.00	\$66.00	\$66.00
39	CON-SNT-CP8811K9	SMARTNET 8X5XNBD Cisco UC Phone 8811	1	\$8.00	\$7.12	\$7.12
CISCO VOICE NETWORK INFRASTRUCTURE						
40	C2901-CME-SRST/K9	2901 Voice Bundle w/PVDM3-16,FL-CME-SRST-25,UC Lic,FL-CUBE10	1	\$3,395.00	\$2,037.00	\$2,037.00
41	PWR-2901-AC	Cisco 2901 AC Power Supply	1	\$0.00	\$0.00	\$0.00
42	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	\$0.00	\$0.00	\$0.00
43	FL-CUBEE-5	Unified Border Element Enterprise License - 5 sessions	2	\$0.00	\$0.00	\$0.00
44	HWIC-BLANK	Blank faceplate for HWIC slot on Cisco ISR	2	\$0.00	\$0.00	\$0.00
45	ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	2	\$0.00	\$0.00	\$0.00
46	MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	1	\$0.00	\$0.00	\$0.00
47	MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1	\$0.00	\$0.00	\$0.00
48	SL-29-IPB-K9	IP Base License for Cisco 2901-2951	1	\$0.00	\$0.00	\$0.00
49	SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	1	\$0.00	\$0.00	\$0.00

City of Socorro
 130592672
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50	FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	1	\$0.00	\$0.00	\$0.00
51	S29UK9-15403M	Cisco 2901-2921 IOS UNIVERSAL	1	\$0.00	\$0.00	\$0.00
52	FL-CUBEE-25	Unified Border Element Enterprise License - 25 sessions	1	\$2,995.00	\$1,797.00	\$1,797.00
53	FL-SRST	Cisco Survivable Remote Site Telephony License	1	\$0.00	\$0.00	\$0.00
54	VWIC3-1MFT-T1/E1	1-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	1	\$1,430.00	\$858.00	\$858.00
55	VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	1	\$880.00	\$528.00	\$528.00
56	PVDM3-16U32	PVDM3 16-channel to 32-channel factory upgrade	1	\$750.00	\$450.00	\$450.00
57						
58	WS-C2960X-24PS-L	Catalyst 2960-X 24 GigE PoE 370W, 4 x 1G SFP, LAN Base	1	\$3,195.00	\$1,917.00	\$1,917.00
59	CON-SNT-WSC224SL	SMARTNET 8X5XNBD Catalyst 2960-X 24 G	1	\$201.00	\$178.89	\$178.89
60	CAB-16AWG-AC	AC Power cord, 16AWG	1	\$0.00	\$0.00	\$0.00
61	ASA5505-SEC-PL=	ASA 5505 Sec. Plus Lic. w/ HA, DMZ, VLAN trunk, more conns.	3	\$850.00	\$510.00	\$1,530.00
62	UCSC-PSU1-770W=	770W AC Hot-Plug Power Supply for 1U C-Series Rack Server	1	\$699.00	\$419.40	\$419.40
63	CAB-9K12A-NA=	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	1	\$25.00	\$15.00	\$15.00
64					\$0.00	\$0.00
65	TRN-CLC-000	10 Prepaid Cisco Training Credits	2	\$1,000.00	\$0.00	\$0.00
66					\$0.00	\$0.00

Sales Tax \$0.00

Prof Svcs Total \$58,735.00

Shipping \$0.00

Grand Total \$107,593.24