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MEMORANDUM

To: Mayor and City Council
From: Billy Grogan, Chief of Police
Thru: Warren Hutmacher, City Manager
Date: September 12, 2011
Subject: **Electronic Warrant Interchange (EWI) IGA**

ITEM DESCRIPTION

Staff recommends entering into an IGA with DeKalb County which will give the Dunwoody Police Department access to DeKalb County's Electronic Warrant Interchange system.

BACKGROUND

The DeKalb County Magistrate Court has an Electronic Warrant Interchange (EWI) system which gives the DeKalb County Police Department the ability to electronically secure arrest and search warrants without having to travel to Magistrate Court. Cobb County and all of the municipalities in Cobb County utilize a similar EWI system.

Currently, the Dunwoody Police Department does not have access to the EWI system and must request all warrants in person from the Magistrate Court. Utilizing the EWI system will save the City considerable time and expense, allowing our officers to spend more time responding to calls for service, investigating crime and assisting our citizens.

I have worked with DeKalb County and Chief Magistrate Judge Anderson for the last year to make the system available county wide to all the municipalities. DeKalb County has now agreed to make this system available to local municipalities in DeKalb County through an IGA.

FUNDING

Under the IGA, the City would be responsible for the cost associated with adding the City to the existing system. The cost for this project is \$7,023. This item was not budgeted for in 2011. As allowed by state law, this could be paid for using asset forfeiture funds. This is a sole source purchase.

RECOMMENDED ACTION

Staff recommends the City Council authorize the Mayor to enter into an Intergovernmental Agreement with DeKalb County for use of the Electronic Warrant Interchange system.

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**INTERGOVERNMENTAL AGREEMENT BETWEEN
DEKALB COUNTY, GEORGIA
AND
DUNWOODY, GEORGIA**

This Agreement, made and entered into on the 1st day of October, 2011, by and between the **CITY OF DUNWOODY**, Georgia, a municipal corporation duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly elected Mayor and Council (hereinafter referred to as “**CITY**”), and **DEKALB COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its duly elected Governing Authority (hereinafter referred to as “**COUNTY**”).

WITNESSETH:

WHEREAS, the County and the City are both political bodies, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities, and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, it is beneficial to the citizens of both jurisdictions for the County to share electronic warrant information with the City; and

WHEREAS, this Agreement will allow the City to access the County Electronic Warrant Interchange System (hereinafter referred to as “EWI”) and stored data contained in EWI; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, DeKalb County is authorized to enter into Intergovernmental Agreements with the City for periods not exceeding fifty (50) years.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the parties hereto do hereby agree and consent to the following:

**ARTICLE 1
PURPOSE AND INTENT**

The purpose of this Agreement is to provide for access to the County’s EWI system to City public safety personnel.

ARTICLE 2 DEFINITIONS

For purposes of the Agreement, the following terms shall be defined as:

Authentication shall mean the verification of the identity of a user logging into an EWI system by means of passwords, digital certificates, smart cards and/or biometrics.

Confidential Information shall mean non-public information of a party to this Agreement. Confidential information includes, but is not limited to, the software, algorithms, methods, techniques, and processes revealed by the source code of the software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the City; (ii) is regularly disclosed to third parties without restriction on disclosure; (iii) the City obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is disclosed in compliance with the Georgia Open Records Act.

Public Safety Personnel shall mean all law enforcement employees who are sworn officers.

ARTICLE 3 TERM

This Agreement shall commence on the effective date set forth herein and will terminate fifty (50) years thereafter, unless otherwise terminated pursuant to Article 22.

ARTICLE 4 COMPENSATION AND SERVICE RATES

4.1 The basic rate for access to EWI is provided in Attachment A, attached hereto and incorporated herein by reference. Basic support for EWI consists of EWI account management, security management, and capacity planning. Basic support shall be provided to all public safety personnel who are employees of the City.

4.2 The City shall be responsible for all costs of software licensing and maintenance necessary for its access to and use of EWI in accordance with Attachment A. This shall include software, software maintenance, hardware, camera, and required peripherals.

4.3 All costs will be reviewed on a yearly basis and any increased or decreased costs to the County will result in an increase or a decrease of costs to the City.

4.4 The County will invoice the City on an annual basis. Payment shall be remitted to the County within thirty (30) days of the invoice date.

4.5 Requests for service additions or deletions including, but not limited to, accounts and equipment, shall be submitted to the County in writing. County will invoice for such additions or deletions on a prorated basis as determined by the County.

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**ARTICLE 5
USE OF SYSTEM**

Use of EWI shall be in accordance with the licensing policies of Palatine Systems Corporation and the DeKalb County Information System Policies and Procedures, attached hereto as Attachment C and incorporated herein by reference.

**ARTICLE 6
DATA AVAILABLE**

The County shall allow the City access to computer programs and stored data for which Palantine Systems Corporation licensing has been purchased by the County. Access to the County's data will be established and directed by the County in cooperation with each participating City. Data entered into the EWI system by any city or government agency becomes a part of the EWI database and will be subject to maintenance or archival procedures as determined by the County. The extent of access shall conform to the regulations set forth in applicable federal, state, and local law. Dissemination of data or information is the responsibility of the entity recording the data or information in accordance with this Agreement.

**ARTICLE 7
PROPRIETARY INFORMATION**

Proprietary information disclosed by either party to the other for the purpose of this Agreement, which is clearly so identified in writing as proprietary, shall be protected by the recipient in the same manner and to the same degree that the recipient protects its own proprietary information. Such information will be disclosed only to those employees of the recipient requiring access thereto in order to perform this Agreement. All information or data on the County's network shall be treated as proprietary regardless of ownership.

**ARTICLE 8
PROHIBITED USE**

The City agrees, warrants, promises and swears under penalty of perjury that it shall not use or allow others to use directly or indirectly the data, screens, or access thereto as a list or lists of individuals for any purposes not consistent with this Agreement or which violate the rights of individuals.

**ARTICLE 9
PRIORITIZATION OF ACCESS**

The County may limit, control, or prioritize the City's access described herein to any extent necessary in order to:

- a. prevent such access from disrupting the County's operations;

- b. prevent excessive interference with other essential functions of the County; and
- c. the extent necessary to provide access to its public records by other members of the public.

This may include, but is not limited to, scheduled shutdowns for backups or maintenance and unscheduled shutdowns due to hardware or software malfunctions.

ARTICLE 10 HARDWARE AND SOFTWARE REQUIREMENTS

The City shall be fully responsible and liable for all costs incurred in the acquisition of software, equipment, and costs of connecting such to the County's equipment. See Attachment B, *Hardware and Software Required*, for requirements for access to EWI which is attached hereto and incorporated herein by reference. Hardware and software requirements are subject to change, and the County shall notify the City within thirty (30) days of its determination of any necessary changes. No additional software or external devices shall be connected to the system without prior written consent of the County Information Systems Department Director or his/her designee.

ARTICLE 11 SECURITY REQUIREMENTS

11.1 The City shall be fully responsible for establishing and maintaining the following security requirements:

- a. Computers used to collect, store, or disseminate EWI information shall be protected from unauthorized access by means of software or hardware control systems which log all access attempts.
- b. EWI information transmitted from one computer system to another shall be protected from unauthorized access by means of software or hardware control systems.
- c. Procedures to prevent unauthorized copying or retention of messages containing EWI information.
- d. EWI information passing through a public network, dial-up or internet connection at the City's location(s) must be encrypted.
- e. EWI information passing over wireless links shall be protected with encryption. All wireless links or server access points shall be protected by user identification authentication to ensure protection from unauthorized access.

11.2 The County reserves the right to inspect EWI equipment, peripherals, and all installed software to assess conformance with the requirements herein without prior notice to the City.

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11.3 EWI information passing over wireless links shall be protected with encryption. All wireless links or server access points shall be protected by user identification authentication to ensure protection from unauthorized access.

11.4 The City is exclusively responsible for the supervision, control, and use of EWI information and shall take all reasonable precautions to prevent use or distribution inconsistent with the provisions of this Agreement. The City shall assume all liability for any unauthorized use or distribution of EWI data or equipment.

ARTICLE 12 INTERNET ACCESS

Computers used to collect, store, or disseminate EWI information shall not have access to the internet. The County may grant authorization for internet access to support EWI when a minimum set of technical and administrative requirements, which assure the security of the EWI system and the County Virtual Private Network from unauthorized access via the internet, are in place. Prior to the installation of internet access, the City shall obtain written consent from the County; said consent shall not be unreasonably withheld.

ARTICLE 13 EWI AVAILABILITY

13.1 EWI availability objective is ninety-nine point eight percent (99.8%), seven (7) days a week, twenty-four (24) hours per day. Availability shall be as set forth in this section with the following exceptions:

a. Scheduled Preventative Maintenance. County shall provide a minimum of one (1) week advance notice for preventative maintenance. Preventative maintenance may result in a loss of service to EWI for a period of time. The County will make every reasonable attempt to schedule the maintenance to minimize impacts to the City.

b. Software and Hardware Upgrades or Modifications. County shall provide a minimum of one (1) week advance notice for software and hardware upgrades or modifications. The EWI system will be unavailable for the duration of each upgrade. The County will make every reasonable attempt to schedule the upgrade to minimize impacts to the City.

c. Emergency Maintenance. Emergency maintenance will be coordinated with the City whenever possible. The City shall provide the County with an electronic mail address to allow the County to remotely access the City's EWI equipment for emergency maintenance. Emergency maintenance may result in a loss of service to the EWI system for a period of time. The County will make every reasonable attempt to schedule the maintenance to minimize impacts to the City.

**ARTICLE 14
EWI SUPPORT**

14.1 The County will provide support for the following items:

- a. Computer hardware;
- b. Software with the exclusion of EWI software;
- c. Virus and security related issues;
- d. Network connectivity.

14.2 The City shall contact the County Help Desk staff for any problems relating to the items listed in 13.1 above. The County Help Desk staff will log all problems and dispatch the appropriate personnel to handle resolve the issue. EWI users may contact the Help Desk at 404-371-2363 or hhelpde@dekalbcountyga.gov. The City is responsible for providing a current contact list of the City's public service personnel who access EWI to the County Information Systems Department.

14.3 All configuration changes to EWI will be made by the County's Information Systems Department in coordination with the City. The City will provide the County's Information Systems Department with a primary and alternate contact name of authorized personnel who can coordinate/request changes to the current network.

14.4 Resolution of software and network problems, requests for configuration changes, and additions/deletions of users shall be completed within three (3) business days.

**ARTICLE 15
AUTHORIZED USE**

This Agreement is intended for use by the City's public safety personnel only. The County's Information Systems Department must approve all City EWI accounts.

**ARTICLE 16
INDIRECT ACCESS**

The City shall take measures to prevent unauthorized third party direct or indirect access to EWI. Should any unauthorized access to the City's system occur, the County shall terminate the City's access to the EWI system until such time as the access issues are resolved. Any damages or costs of litigation including attorney's fees incurred by the County as a result of the unauthorized access and/or use shall become the financial responsibility of the City.

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ARTICLE 17
USER ACCOUNT ACCESS

Each user of EWI shall have a unique user account with a unique login and password. This account is used within EWI to determine system rights of the user and to provide a method of accounting for access to information. Sharing of accounts within an agency for purposes of reducing access cost is expressly prohibited.

ARTICLE 18
USER TRAINING

The City shall provide training and retraining, as necessary, to insure its public safety personnel's effective use of EWI and the information and files to which it provides access.

ARTICLE 19
INFRASTRUCTURE

The City is responsible for providing the following:

- a. an acceptable, secured environment for all equipment used to access EWI;
- b. power quality and cleanliness of the equipment environment; and
- c. replacement or repair of equipment damaged due to environmental circumstances or misuse.

ARTICLE 20
ASSIGNMENT

The City agrees that it shall not assign any right or interest in the Agreement without the written permission of the County. Any attempted assignment by the City without written permission by the County, or its authorized agent, shall be wholly void and ineffective for all purposes of this Agreement.

ARTICLE 21
LIMITATION OF LIABILITY

21.1 The information supplied by the County described herein is provided on an "as is" basis. The County assumes no responsibility for the accuracy of the information contained therein. The County is not liable for any errors or omission in the information provided. Nothing contained herein shall be construed to require the County to maintain the information or data in a more current form than the County shall from time to time determine.

21.2 The County is not responsible for any claims, damages, attorneys' fees or any other costs in any way associated with this Agreement, performance of the terms of this Agreement or EWI

information. The City agrees that the EWI information shall be used and relied upon only at the risk of the City.

21.3 In the event that the City breaches any of the terms, conditions, covenant or rights contained in this Agreement, not only shall the contract herein immediately cease, but the County shall thereupon have the right to any and all legal or equitable remedies, including but not limited to, injunctive relief.

21.4 The obligations of the County and the rights and remedies of the City set forth in hereunder are exclusive and in substitution for all the warranties, obligations and liabilities of the County and rights, claims and remedies of the City against the County express or implied, arising by law or otherwise with respect to any data provided hereunder, including but not limited to any implied warranty arising from course of performance, courses of dealing or uses of trade, and any obligations, liability, right, claim or remedy for tort, or for any actual or alleged infringement of patents, copyrights or similar rights of third parties, or for any other direct, incidental or consequential damages.

ARTICLE 22 TERMINATION

22.1 The County or the City may terminate this Agreement at its option by providing written notice to the other party. All benefits and obligations under this Agreement shall cease following thirty (30) days from receipt of such notice.

22.2 This Agreement may be immediately terminated without notice upon an event of default. Events of default include, but are not limited to the following:

- a. The City wrongfully uses data provided by the County.
- b. The City uses or attempts to use information provided in such a manner as to violate an individual's right to privacy.
- c. The City copies data without proper authorization.
- d. The City sells, gives, leases, or loans access to the screens of the data contained therein to any person or in any way, directly or indirectly, allows copies to be made by any person without the express written consent of the County.
- e. The City allows access to screens of the data contained therein, or any part thereof, to be used as a list of individuals for commercial purposes.
- f. The City allows the connection of a computer network operated by any entity that is outside of the County's influence.
- g. The City violates any of the conditions set forth in the County's Information System Policies and Procedures, included as Attachment C.

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- h. The City shares user accounts among public safety personnel for any purpose inconsistent with the terms of this Agreement, including but not limited to, reducing access costs.
- i. The City fails to pay fees and charges due to County hereunder.

22.3 The failure of the County to exercise its rights of termination as provided herein shall not be deemed a waiver or limitation of any rights of County to subsequently terminate this Agreement for any other or similar default.

ARTICLE 23 CONFIDENTIALITY

Except as otherwise permitted under this Agreement or as required by the Georgia Open Records Act, the City will not knowingly disclose to any third party, or make any use of Confidential Information. The City will use at least the same standard of care to maintain the confidentiality of the Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Each party agrees not to use the other party's Confidential Information for any purpose except as contemplated pursuant to this Agreement. Notwithstanding the foregoing, a party may disclose the other party's Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; (ii) as appropriate to respond to summons or subpoena applicable to it; or (iii) to the extent necessary to enforce its rights under this Agreement. Each party agrees to provide notice to the other party of any required disclosure to cooperate, at the other party's request and expense, with any efforts to obtain a protective order or other confidential treatment

ARTICLE 24 NO THIRD PARTY BENEFICIARIES

This Agreement is for the benefit of the parties hereto only, and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

ARTICLE 25 NOTICE

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Executive Assistant, or by the County to the City Manager via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County: Executive Assistant
 1300 Commerce Drive, 6th Floor
 Decatur, Georgia 30030

Revised March 10, 2011

_____, Facsimile number

With a copy to: DeKalb County Magistrate Court
Chief Magistrate Judge
556 N. McDonough Street
DeKalb County Courthouse
Decatur, GA 30030-3356

DeKalb County Information Systems
Director
120 West Trinity Place
Decatur, Georgia 30030

If to the City: City Manager
City of Dunwoody
41 Perimeter Center East Suite 250
Dunwoody, GA 30346
678-382-6701 Facsimile Number

With a copy to: City Clerk
City of Dunwoody
41 Perimeter Center East Suite 250
Dunwoody, GA 30346
678-382-6701 Facsimile Number

**ARTICLE 27
NON-ASSIGNABILITY**

Neither this Agreement, nor the rights granted by it shall be assigned or transferred by City under any circumstances whatsoever. Any attempted at assignment or transfer in derogation of this prohibition is void.

**ARTICLE 28
SEVERABILITY, VENUE AND ENFORCEABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law

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principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

**ARTICLE 29
ENTIRE AGREEMENT**

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation, oral or written, not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

**ARTICLE 30
BINDING EFFECT**

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

**ARTICLE 31
COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

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IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

DEKALB COUNTY, GEORGIA

W. Burrell Ellis, Jr.
Chief Executive Officer

Barbara Sanders, CCC
Clerk of the DeKalb County, Georgia
Board of Commissioners of DeKalb County,
Georgia

(SEAL)

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

Lisa E. Chang
County Attorney

Director
Information Systems Department

CITY OF DUNWOODY, GEORGIA

Ken Wright
Mayor

Sharon Lowery
City Clerk (SEAL)

APPROVED AS TO FORM:

Brian Anderson
City Attorney

Attachment A**Costs**

Software and Hardware. The following costs will be due upon contract signing.

Item	Description	Quantity	Price per Each	Extended Price
1	Computer	1	850.00	850.00
2	Hardware Kit (includes HD camera, Video conferencing software, Signature PAD and HD audio kit)	1	500.00	500.00
3	Desktop Software Licenses	1	415.00	415.00
4	Anti-Virus Software Licenses	1	25.00	25.00
5	VPN Software Licenses	1	125.00	125.00
6	Desktop Software Maintenance	1	138.00	138.00
7	Anti-Virus Software Maintenance	1	25.00	25.00
8	VPN Software Maintenance	1	295.00	295.00
9	EWI Software Initial License (Includes first year 7x24x365 support)	1	3900.00	3900.00
10	EWI Installation & implementation	1	750.00	750.00
11	Annual Maintenance after first year 7x24x365 support)	1	1135.00	1135.00

Attachment B

Hardware and Software Requirements

I. Required Hardware

Item	Description
1	<p>Processor: Intel core I5 660 (Intel VPro Technology’s advanced management features) VT technology capable Memory: 4GB SDRAM scalable Hard Disk Drive: 250 gb 7200 RPM SATA Optical Drive: 16X DVD +/-RW (include dvd creator software) Mouse (usb optical mouse) Keyboard (quiet key board usb) Graphics: Video Card: (integrated) Monitor: (22 inch VGA,DVI,HDMI) Audio: (integrated on mother board, speakers, microphone) Operating System: Windows 7 professional 32/64 bit with SP or latest Pre installed with DeKalb County’s Image. Network Adapters: (NICS) on board integrated Intel gigabit (10/100/1000) Ethernet NO FLOPPY DRIVES Additional USB ports (At least one with Fire Wire A and B capability) Energy efficient power supply (up to 88% 90% efficient power supplies)</p>
2	<p>Hardware Kit HD camera Signature PAD and HD audio kit)</p>
3	<p>Hardware Kit PAD</p>
4	<p>Hardware Kit HD Audio kit</p>

II. Required Software

Item	Description
1	Microsoft License
2	EWI HD Video Software
3	EWI annual maintenance
4	Sophos annual maintenance
5	VPN Software

Attachment C

DeKalb County Information Systems Policies and Procedures