



# City Marshal's Office

CITY OF GALVESTON  
823 Rosenberg | Galveston, TX 77550-0779  
[www.galvestontx.gov](http://www.galvestontx.gov) | 409-797-3660

February 18, 2020

To: Brian Maxwell, City Manager  
Honorable Mayor and City Council Members

From: Butch Stroud, City Marshal

RE: Consider for approval a three-year contract with Gtechna with the option to extend the contract for two one-year terms for a total of five years, for an estimated amount not to exceed \$150,135 to be funded with Council approved budgets for funding from the Parking Management and Court Technology Funds, and authorize the City Manager to execute the contract upon final approval by the City Attorney.

## I. Background

- A. The Marshals Office needs the APLR systems to aid in locating and enforcing the parking ordinances.
- B. We are currently utilizing the Gtechna Integrated eCitaion Software, and have been for over five years.
- C. Gtechna software is compatible with our other pay to park collection systems.
- D. Staff has added a 20% contingency in order to cover any unforeseen cost increases.
- E. The city has the ability to terminate this agreement after 30 days after providing written notice.
- F. The following breakdown illustrates the involved costs per year.

Period	Quote	Contingency	Increase	Total
Year One	\$ 33,176.90	20%	\$ 6,635.38	\$ 39,812.28
Year Two	\$ 21,330.12	20%	\$ 4,266.02	\$ 25,596.14
Year Three	\$ 22,396.63	20%	\$ 4,479.33	\$ 26,875.96
Year Four	\$ 23,516.46	20%	\$ 4,703.29	\$ 28,219.75
Year Five	\$ 24,692.28	20%	\$ 4,938.46	\$ 29,630.74
				\$ 150,134.87





# City Marshal's Office

CITY OF GALVESTON  
823 Rosenberg | Galveston, TX 77550-0779  
[www.galvestontx.gov](http://www.galvestontx.gov) | 409-797-3660

## II. Current Situation

Staff is recommending the approval of a three-year contract with Gtechna with the option to extend the contract for two one-year terms for a total of five years, for an estimated amount not to exceed \$150,135 to be funded with Council approved budgets for funding from the Parking Management and Court Technology Funds, and authorize the City Manager to execute the contract upon final approval by the City Attorney.

## III. Alternatives in order of priority

### A. Approve the contract to Gtechna Integrated eCitation Software.

1. Cost – The total cost not to exceed \$150,134.87.
2. Timing – ASAP this purchase is necessary to prevent interruption of our APLR system.
3. Departmental Improvements – This purchase will ensure that the Parking Enforcement Division of the Marshals Office has the equipment to effectively locate and enforce the parking ordinances of the city.

### B. Do not approve the contract to Gtechna Integrated eCitation Software.

1. Cost – No cost
2. Timing – N/A
3. Departmental Improvements – No improvements.

## IV. Recommendation

Concur in Alternative A and approve a three-year contract with Gtechna with the option to extend the contract for two one-year terms for a total of five years, for an estimated amount not to exceed \$150,135 to be funded with Council approved budgets for funding from the Parking Management and Court Technology Funds, and authorize the City Manager to execute the contract upon final approval by the City Attorney.





# City Marshal's Office

CITY OF GALVESTON  
823 Rosenberg | Galveston, TX 77550-0779  
[www.galvestontx.gov](http://www.galvestontx.gov) | 409-797-3660

## V. Fiscal Impact Report

Requested by:	Butch Stroud City Marshal
Funding Source:	Parking Management Court Technology
Cost of Implementation:	\$150,134.87
Additional Information:	Using the Seattle Washington Cooperative Purchasing Agreement

Respectfully Submitted,

Butch Stroud  
City Marshal



# Quotation

QUOTE DATE: February 18, 2020  
VALID UNTIL: May 18, 2020  
QUOTE ID: DR20200213TchSprtHst  
PREPARED BY: Dan Rossiter  
CURRENCY: U.S. DOLLARS

QUOTE FOR:  
CITY OF GALVESTON  
Marshal Butch Stroud  
City Hall 2nd Floor, 823 Rosenberg  
Galveston, TX  
(409)392-8653  
CStroud@GalvestonTX.Gov

PROJECT SCOPE: Technical Support - Software(SW); Hosting Services; Professional Services. Professional Services to install/configure SW updates/upgrades; Onsite install/config of Mobile SW. Migrate GT SW solution to Hosting Environment. ALL HW, mounting HW, HW accessories furnished by The City and it's suppliers. All HW warranties and frontline support furnished by The City and it's suppliers. HW not furnished by Gtechna must be certified by GT. Uncertified HW or 3rd party SW may impact GT SW warranties.

QTY	DESCRIPTION	LIST PRICE	TOTAL LIST	TOTAL UPFRONT	ANNUAL TECH SPRT
<b>SOFTWARE</b>		<b>U.S. DOLLARS</b>			
1	<b>Officer Command Center (CC) - eCitation Production Server</b> Mandatory basic component for municipalities Management of users, devices & communications Dynamic reporting 1 ticket form and layout Printing of escalating fines on tickets Mapping features (ticket overlay, LPR events, Unlimited command center users Excludes hosting costs	\$ 14,950.00	\$ 14,950.00	\$ 14,950.00	\$ - \$ 2,990.00
1	<b>Officer CC - Vehicle Plates LPR Server</b> Scofflaw Enforcement Store LPR events, picture and interceptions Time limited parking (echalking) is optional Graphical map overview <i>Optional - Additional cost for each real time interface</i> <i>Optional - Integration with hotlist(s) from Police</i>	\$ 5,950.00	\$ 5,950.00	\$ 5,950.00	\$ - \$ 1,190.00
4	<b>Vehicle - Officer Plates LPR</b> Simultaneous Pay by plate, Pay by Phone, Hotlist & Scofflaw enforcement. AutoZone (requires shapefile in gtechna supported format) Context camera image, touch screen capable Windows compatible only, per vehicle price	\$ 2,950.00	\$ 11,800.00	\$ 11,800.00	\$ - \$ 2,360.00
4	<b>Vehicle - Officer Plates LPR Time Limit (E-Chalk)</b> Time limit marking with drop down time settings Only supports Ordinance that repark away from block face	\$ 1,450.00	\$ 5,800.00	\$ 5,800.00	\$ - \$ 1,160.00
4	<b>Vehicle - Officer eCitation Police QC (Windows)</b> Automatic ticket # generation Infraction reports Formatted ticket layout Multiple tickets to same defendant Infraction codes, demerit cost auto calculated	\$ 1,390.00	\$ 5,560.00	\$ 5,560.00	\$ - \$ 1,112.00
1	<b>Officer CC - Parking Rights Server (PR)</b> Push technology for realtime parking rights Human error correction Platecheck Parking rights evidence in Command Center ticket profile screen Engineered to provide redundancy and availability	\$ 4,950.00	\$ 4,950.00	\$ 4,950.00	\$ - \$ 990.00
2	<b>Interface - Parking Rights</b> Gtechna certified parking payment/permit system partner Pay by Plate Kiosk (Parkeon) Pay by Phone By Plate (PayByPhone.com) Permits By Plate (for each supplier) Pay by Space (for each supplier) <i>Suppliers must use gtechna "push" API</i>	\$ 3,950.00	\$ 7,900.00	\$ 7,900.00	\$ - \$ 1,580.00
1	<b>Officer CC - Parking Rights Ticket Corrector</b> Automatically cancels tickets Ticket corrector only voids tickets not exported (if applicable)	\$ 4,950.00	\$ 4,950.00	\$ 4,950.00	\$ - \$ 990.00
2	<b>Interface - Batch Data</b> Court, RMS, CAD, permit interfaces, CSV, Excel etc.	\$ 2,950.00	\$ 5,900.00	\$ 5,900.00	\$ - \$ 1,180.00
<b>TOTAL:</b>				<b>\$0.00</b>	<b>\$13,552.00</b>

HOSTING			US DOLLARS	U.S. DOLLARS			
1		<b>Silver Cloud Hosting Package: Yearly</b> SSL Security Certificates PCI Compliance & Vulnerability Scans System Administration Support Static IP Address & Domain Name Management 24/7 Monitoring & DB Nightly Backup Backup Retention: 15 Daily + 6 Monthly Elastic Appservers: 1 to 3 Multi-location Elastic Storage Elastic Storage: 750GB Appservers: 2Cores CPU, 4GB RAM, 50GB Disk DB: 2Cores CPU, 8GB RAM, 75GB Disk Includes: Linux OS, Tomcat 7 Appserver, PostgreSQL DB  <i>Services prices provided are calculated based on hosting package.            If on prem solution is required additional service fees might apply</i>	\$ 4,620.00	\$ 4,620.00	\$ 4,620.00		
CONSUMABLES							
200	1	<b>Ticket Media (Consumables) (Min. order 100 rolls)</b> <i>Note: Shipping costs will be billed once tickets are delivered            Extra charge will be applied for rush orders</i>		\$ 2,142.40	\$ 2,142.40		
PROFESSIONAL SERVICES			U.S. DOLLARS				
0		<b>Field Engineer Implementation</b> <b>Project Management</b> <b>Training - On Site - Customer deemed not required</b> <b>Installation &amp; Alignment of ALPR Systems - by 3rd party</b> <b>Data Migration Services</b>	\$ 4,950.00	\$ 7,612.50 \$ 5,250.00 \$ - \$ - \$ -	\$ 7,612.50 \$ 5,250.00 \$ - \$ - \$ -		
				<b>TOTAL:</b>	<b>\$12,862.50</b>		
QUOTATION TOTALS			U.S. DOLLARS				
		<b>SOFTWARE PURCHASE - No New SW Purchase in this proposal</b> <b>SOFTWARE TECHNICAL SUPPORT - YEAR 1</b> <b>PROFESSIONAL SERVICES - UPGRADE &amp; INSTALLATION</b>  <b>HOSTING SERVICES - YEAR 1</b> <b>TICKET ROLLS - YEAR 1</b>  <b>ALL HW, MOUNTING HW, HW ACCESSORIES (furnished by City)</b> <b>NO HARDWARE EXTENDED WARRANTY</b> <b>ALPR EQUIPMENT - (Furnished by The City)</b>			\$ - \$ 13,552.00 \$ 12,862.50  \$ 4,620.00 \$ 2,142.40  \$ - \$ - \$ -		
					<b>\$ 33,176.90</b>		
TOTALS FOR YEARS 1 THROUGH 5			SW & PS & SW Maint	Hardware & HW Maint	Hosting Services	Ticket Rolls	Annual Totals
		<b>5 YEAR COSTS</b>					
		Capital Purchase Year 1	\$ 26,414.50	\$ -	\$ 4,620.00	\$ 2,142.40	\$ 33,176.90
		Recurrring Fees Year 2	\$ 14,229.60	\$ -	\$ 4,851.00	\$ 2,249.52	\$ 21,330.12
		Recurrring Fees Year 3	\$ 14,941.08	\$ -	\$ 5,093.55	\$ 2,362.00	\$ 22,396.63
		Recurrring Fees Year 4	\$ 15,688.13	\$ -	\$ 5,348.23	\$ 2,480.10	\$ 23,516.46
		Recurrring Fees Year 5	\$ 16,472.54	\$ -	\$ 5,615.64	\$ 2,604.10	\$ 24,692.28
		<b>Anticipated 5 year Costs</b>					<b>\$ 125,112.38</b>

**CAPITAL PURCHASE TERMS:**

- o Net 30 - Full payment is due within 30 days of the invoice date. Interest accrued at 1.5% per month thereafter

**MILESTONE PAYMENTS:**

- o Contract Signature: 30% of services and software
- o System ready for tests: 40% of services and software, system deployed and configured, remote training given to system pilots
- o System in production: 20% of services and software, fully deployed and ready for production
- o Full acceptance of system: 10% remainder of services and software
- o Hosting: 100% of annual price at Kick-off meeting
- o Hardware: 100% of price at delivery
- o Hardware: The supplied material must be INSPECTED AND TESTED for defects within 30 days of delivery. Returns will not be accepted after 30 days

**MAINTENANCE AND WARRANTY NOTES:**

- o Extended hardware warranty has to be purchased up front and is not an annual purchase but a fix one time charge
- o Software maintenance starts after 1 year warranty. Warranty begins on product delivery date
- o Maintenance fees if applicable will be invoiced annually 30 days in advance of the renewal year.
- o The annual maintenance payment will increase by 5% per annum and shall renew automatically each year. This begins on year 2
- o The licenses warranties start when the license is activated on the customer server
- o The maintenance is prorated to start January 1st of each year

# Schedule – Basic Contractual Provisions

## Scope of Provisions

Notwithstanding any provision to the contrary in the document to which this schedule is appended or any other applicable document, as the case may be, including any definitive agreement among the parties in connection with the relevant project, the general provisions set out herein shall prevail and override any such other provisions to the extent of any inconsistency.

The general provisions set out herein are not restrictive and may be supplemented (but not refuted except as provided herein) by any other provisions upon which the parties may mutually agree from time to time.

The general provisions set out herein may not be refuted or amended except with the prior written mutual consent of the parties, which consent shall specifically refer to the refuted or amended provisions hereof to be enforceable against Gtechna USA Corporation. Any purchase order or other document issued unilaterally by Client shall be for its internal administrative purposes only and none of its terms or conditions may have any detrimental effect against Gtechna USA Corporation.

## License

Any right to use a technological solution of Gtechna USA Corporation to be granted to Client as contemplated in the document to which this schedule is appended, as applicable, shall be granted pursuant to a non-exclusive and non-assignable license solely for Client's own internal use and exclusively for use in connection with its designated activities. Such license shall be subject to the payment of the corresponding fees to Gtechna USA Corporation as well as the other conditions set out below and in the license agreement to be entered into between Client and Gtechna USA Corporation following the acceptance of Gtechna USA Corporation's proposal by Client.

Client shall not reverse engineer, de-compile, disassemble, transform, modify, translate or otherwise attempt to decrypt or derive the source code, any trade secrets, or any sensitive or proprietary information in or in respect of Gtechna USA Corporation technological solutions, nor attempt or allow same, either directly or indirectly.

Except as expressly permitted by Gtechna USA Corporation in writing, Client shall have no other right to use Gtechna USA Corporation's technological solutions, or to sublicense, deliver, distribute, re-sell, rent, disclose or otherwise allow access to or make available the same to any third party whatsoever.

Client shall take all appropriate action by instruction, agreement, or otherwise, with any employees, consultants or other persons who are given any access to Gtechna USA Corporation's technological solutions to inform such persons of the confidential and proprietary nature thereof, and to have appropriate agreements with said persons to satisfy the obligations hereunder with respect to use, copying, modification, protection, non-disclosure and security thereof. Client shall immediately report in writing to Gtechna USA Corporation any and all breaches of such obligations hereunder committed by a person obtaining access to Gtechna USA Corporation's technological solutions through Client, and fully cooperate at its costs and expenses with Gtechna USA Corporation in the event any dispute or litigation arises in connection therewith.

## Provision of Services

Professional resources of Gtechna USA Corporation Solutions involved in the relevant project shall be suitably qualified, with technical expertise and skills necessary to perform services as required. General training of such resources in terms of systems proficiency and other basic aptitudes that are consistent with industry standards remain Gtechna USA Corporation responsibility. Specific training of such resources on the use and/or functionalities of Client's own hardware and software will be Client's responsibility, and attendance by resources to training sessions as directed by Client will be deemed to be services performed as required.

Gtechna USA Corporation remains the sole employer or principal of its resources. Without limiting the generality of the foregoing, Gtechna USA Corporation is entirely responsible for paying all resources' compensation, fringe benefits, payroll burdens and similar applicable charges in connection with the performance of their services.

Gtechna USA Corporation shall determine, in its sole discretion, how the services shall be performed from an operational standpoint, including in connection with the choice and allocation of professional, technological and material resources; provided that Gtechna USA Corporation will attempt to accommodate any reasonable Client's request to use specific resources, as the case may be.

Client remains solely responsible for (i) carrying out its business and operations, (ii) obtaining all necessary consents from third parties, including the necessary third party rights to use software, that are required for Gtechna USA Corporation to perform its services, (iii) ensuring that all directions and instructions as Client may provide to and its resources pertaining to their services comply with all applicable legislation, including in terms of protection of copyrights and other third party rights, (iv) ensuring that its own resources or those of third party suppliers efficiently cooperate with Gtechna USA Corporation to the extent required for the performance of ACCEO Solutions' services, (v) ensuring that Gtechna USA Corporation services meet Client's requirements, and (vi) Client's operation and use of Gtechna USA Corporation deliverables.

For greater clarity, any recommendation by Gtechna USA Corporation to Client with regards to any equipment, tool or element of intellectual property to be provided by a third party as well as any estimate of internal costs or efforts required from Client or suppliers other than Gtechna USA Corporation to carry out a project or any portion thereof merely constitute subjective opinions of which Client is under no obligation to consider in its corresponding decision, which decision is to be made exclusively by Client, and Gtechna USA Corporation may not be held liable for any detrimental consequence or other direct or indirect damage arising from said decision by Client thereafter.

## Intellectual Property

As between the parties, each party shall retain exclusive ownership of its own technological systems, tools and other components and all intellectual property rights therein. For greater clarity, Gtechna USA Corporation development platforms shall not be assigned to Client.

Upon payment in full to Gtechna USA Corporation of the fees and other charges for the development of a deliverable, Gtechna USA Corporation shall grant to Client, during the term set out therefor in their agreement, a non-exclusive and non-transferable license to use such deliverable for the limited purposes of Client's own internal use as part of its business, and not for resale or sub-distribution.

All rights of a party that are not expressly granted to the other party hereunder are expressly reserved to the party owning said rights.

Gtechna USA Corporation shall not be precluded from (i) independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the foregoing deliverables, nor (ii) using its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of performing the services; provided that no Client confidential information or intellectual property is used in connection therewith.

## Invoicing

Client shall pay to Gtechna USA Corporation all agreed upon fees and pre-approved disbursements relating thereto, as the case may be, as well as all taxes applicable thereto within 30 days of its receipt of Gtechna USA Corporation detailed invoices. Interest at the lesser of 12.68% per annum (1% per month) or the highest amount allowed by law will be charged and paid by Client on all past due amounts. In the event of any good faith dispute with regard to a portion of an invoice, the undisputed portion shall be paid as provided herein. Upon judgment or other resolution of the disputed portion, any amounts owed to Gtechna USA Corporation shall be paid with interest at the rate above, which shall accrue from the date these amounts were originally due.

## Restrictive Covenant

Except with the prior written consent of the other party, neither party shall solicit, offer work to, employ, or contract with, directly or indirectly, any of the other party's personnel during the term of their agreement and for a twelve-month period thereafter. For purposes hereof, a party's personnel means any individual or entity employed as an employee, independent contractor or sub-contractor and with which the other party comes into contact in the performance of the services or is otherwise referred to such party in anticipation of such services.

## Limited Warranty and Liability

Gtechna USA Corporation warrants that its deliverables which constitute original content will materially conform to their relevant specifications for a period of 30 days from delivery to Client, and will correct any such non-conforming deliverable which is brought to Gtechna USA Corporation attention in writing within 30 days of its delivery to Client. For the purpose of such warranty, the term deliverable refers exclusively to a final deliverable, to the exclusion of any testing or certification process which forms part of such deliverable.

The foregoing warranty shall not apply to defaults resulting from any act or omission of Client or third parties, is limited to the time spent by Gtechna USA Corporation resources to cure the default and excludes any efforts required from Client or third parties, and is made expressly in lieu of all other warranties, conditions and representations, express or implied.

Gtechna USA Corporation maximum aggregate cumulative liability, including without limitation for breach of contract, strict or statutory liability, extra-contractual or delictual liability, shall be limited to actual and direct losses suffered by Client and shall not, under any circumstances, exceed the annualized average fees actually paid to Gtechna USA Corporation by Client pursuant to their agreement; provided that such limitation shall not apply to claims based on fraud, gross negligence or willful misconduct of Gtechna USA Corporation.

**Insurance**

Each party will determine the types and amounts of insurance coverage it deems is required in connection with the performance of its obligations pursuant to their agreement. Neither party is required to obtain insurance for the benefit of the other party, and each party shall pay all costs and receive all benefits under policies arranged by it. Each party waives rights of subrogation it may otherwise have regarding the other party's insurance policies, including but not limited to property insurance, business interruption insurance, and other first-party insurance.

**Confidentiality**

Each party shall protect the confidentiality of the other party's confidential information to which it shall have access in the performance of Gtechna USA Corporation services in the same manner as it protects the confidentiality of its own confidential information, which may not be less than reasonable care. Access to such confidential information by the recipient shall be restricted to internal purposes, on a need-to-know basis, and solely to give effect to the parties' agreement, with prior directions to protect its confidential nature as provided for herein.

**RESOLUTION NO. 20-\_\_\_\_\_**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF SEATTLE, WASHINGTON TO ENTER INTO A COOPERATIVE PURCHASING AGREEMENT FOR VARIOUS SUPPLIES, MATERIALS, EQUIPMENT AND SERVICES RELATED GTECHNA USA CORPORATION; APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

---

**WHEREAS**, the State of Texas, in the Interlocal Cooperation Act, has provided in Chapter 791, of the Texas Government Code, that the City of Galveston (hereinafter called “the City”) may enter into agreements with other governmental entities; and,

**WHEREAS**, Section 271.102, of the Tex. Local Gov. Code authorizes a local government to participate in a cooperative purchasing program of the state or another state or with a local cooperative organization of this state or another state; and,

**WHEREAS**, the City of Galveston and the City of Seattle are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function; and,

**WHEREAS**, the City and Gtechna entered into an Agreement, in March of 2013 for services related to mobile plate recognition and law enforcement solutions for the City’s paid parking system. The agreement between Gtechna and the City of Galveston is currently scheduled to expire in March 2020 ; and,

**WHEREAS**, the City of Seattle has entered in a services agreement with Gtechna; and,

**WHEREAS**, a local government that purchases goods and services pursuant to a cooperative purchasing program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and

**WHEREAS**, the City Council finds it in the public interest to enter into this Interlocal Agreement between the City of Galveston and the City of Seattle, Washington to enter into a Cooperative Purchasing Agreement regarding Gtechna supplies, materials, equipment and routine, expert and/or consultant services.

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

**SECTION 1.** The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.



**SECTION 2.** The City Council of the City of Galveston hereby approves the Interlocal Agreement, in substantially the same form as “Exhibit 1” attached to and incorporated herein for all intents and purposes in accordance with State law.

**SECTION 3.** The City Council of the City of Galveston hereby authorizes the City Manager to execute the Interlocal Agreement attached hereto and as approved by the City Attorney.

**SECTION 4.** That this Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM

---

DONNA M. FAIRWEATHER  
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City of Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular meeting held on February 27, 2020, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

---

Secretary for the City Council  
of the City of Galveston