



## City Council Staff Report

DATE: JULY 7, 2010

CONSENT AGENDA

SUBJECT: APPROVE THE PURCHASE OF CITATION ISSUING EQUIPMENT, CROSSROADS COLLISION REPORTING SOFTWARE, AND INTERFACE WITH EXISTING CYRUN REPORT MANGEMENT SYSTEM FUNDED THROUGH A TRAFFIC SAFETY GRANT (AL1021-\$236,521) FROM THE CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) USED TO ANALYZE COLLISION DATA AND DEPLOY RESOURCES IN CONJUNCTION WITH OUR COMPUTER STATISTICS CRIME REDUCTION PHILOSOPHY.

FROM: David H. Ready, City Manager

BY: Palm Springs Police Department

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### SUMMARY

On October, 1, 2009, the City of Palm Springs received a \$236,521 traffic safety grant from the California Office of Traffic Safety (OTS) / Grant AL1021. As part of this grant, OTS approved the purchase of new citation issuing equipment, Crossroads Collision Reporting Software, and the software interface with our existing CYRUN Report Management Software (RMS) not to exceed \$84,661. Funding for this purchase was previously accepted by Council. This purchase will not be paid for by any City of Palm Springs General Funds.

This action would authorize the purchase of six Motorola MC75A citation issuing handheld devices and listed attachments, Crossroads Software applications for the Police Department and Traffic Engineering Department, end-user training, and interface with our current CYRUN RMS and the County of Riverside Traffic Court to automatically upload our issued citation data. This purchase includes two-years of maintenance and support fees.

Crossroads is a unique software solution that interfaces with CYRUN RMS our existing report management system so we are requesting to waive the competitive requirements of the Municipal Code and award a single source purchase.

RECOMMENDATION:

- 1) Waive the competitive requirements of the municipal code pursuant to Section 7.07.020 and award a single source purchase of six Motorola MC75A citation issuing handheld devices and listed attachments, Crossroads Software applications, end user training, interface with our current CYRUN RMS and the County of Riverside Traffic Court, two-years of maintenance and support from Crossroads Software of Brea, CA in the amount of \$64,160.47.
- 2) Approve the purchase and installation and interface between Crossroads Software and our current RMS from CYRUN, Santa Cruz, CA. in the amount of \$17,000, includes two-years of maintenance and support from CYRUN.
- 3) All documents to be in a format approved as to form by the City Attorney, and authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

The Police Department has been working with OTS for several years to secure funding to purchase this equipment. Our goal is to obtain real-time collision location data for analysis to better deploy and overlay our field personnel to areas of high collision and crime frequency. This is part of our Department COMSTAT (computer statistics) crime analysis and deployment philosophy. As a result, a total of \$84,661 in OTS grant funding has been secured during the 2009-2010 OTS grant cycle for the purchase of this equipment and software.

There is a nation-wide movement to focus the deployment of traffic enforcement officers into the same areas which are affected by crimes. This method is called Data-Driven Approaches to Crime and Traffic Safety (DDACTS). DDACTS integrates location-based crime and traffic data to establish effective and efficient methods for deploying law enforcement and other resources. Using geo-mapping to identify areas that have high incidences of crime and collisions, DDACTS uses traffic enforcement strategies that play a dual role in fighting crime and reducing collisions and traffic violations. Drawing on the deterrent effect of highly visible traffic enforcement and the knowledge that crimes often involve the use of motor vehicles, the goal of DDACTS is to reduce the incidence of crime, collision, and traffic violations within the City of Palm Springs. The City of Palm Springs was fortunate enough to be one of only two California cities which received OTS funding for this DDACTS program.

Staff reviewed selecting a software solution that would interface with our current CYRUN Report Management system (RMS), and analyze our collision index in conjunction with our Public Works Department. Additionally, it had to assist us in our crime statistics philosophy, and collect collision data in a format required for our grant reporting needs. We determined that Crossroads Software has been used in the City of

Palm Springs Public Works Traffic Management Center since 1994. Selecting Crossroads would synchronize collision data information sharing between the Traffic Management Center and the Police Department. It is being used in several other California cities such as Brea, and Watsonville, CA. which also use CYRUN as their RMS systems. According to staff at these agencies, the interface is functioning between the two software solutions. Crossroads is a unique software solution which collects collision data and formats this data into 96 different report parameters which are in the same format as the required traffic grant schedules required by our current traffic safety grants from OTS. This software is very user friendly, looks just like the collision forms designed by the California Highway Patrol, has error check, and data entry is easily completed.

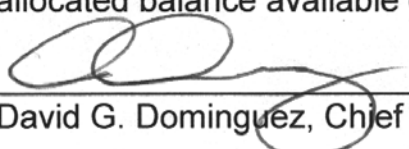
Staff is requesting that a single source purchase be approved as this software solution has unique features which suit our specific needs, and it is already in use with our City of Palm Springs Public Works Department which will allow for shared cross-department collision analysis and review.

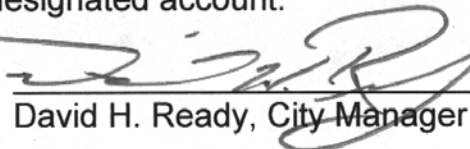
FISCAL IMPACT:

None, for the initial two-year period. No General Fund money will be utilized for the acquisition of this equipment. This is a reimbursable cost grant program. No matching funds are required to obtain this additional grant funding and procure this equipment.

In years to follow, there may be a cost associated with the maintenance and support of the software applications if we elect to purchase it. This maintenance and support is not mandatory.

Funding for this equipment has been previously secured from OTS for the Police Department and is available in account number 170-3215-50015. There currently is an allocated balance available of \$84,661 in this designated account.

  
\_\_\_\_\_  
David G. Dominguez, Chief of Police

  
\_\_\_\_\_  
David H. Ready, City Manager

Attachments:

- |  |             |
|--|-------------|
| 1. CYRUN / ALLIANCE API Interface Quote                | \$17,000    |
| 2. Crossroads Citation Module Quote                    | \$49,380.47 |
| 3. Crossroads Collision Database Quote                 | \$14,780    |
| 4. Crossroads Scope of Services Agreement (B)          |             |
| 5. Crossroads Project Time-line Sheet (C)              |             |
| 6. Crossroads Collision Software License Agreement (D) |             |
| 7. Crossroads Agreement for Consultant Services        |             |
| 8. PSPD single source Staff Report                     |             |

(Total=\$81,160.47)



**Cyrun**  
 125 Water Street, Suite A2  
 Santa Cruz, CA 95060  
 (831) 458-0949 fax (831) 459-9406

P. O. No. 052609-PSPD

**Quote**

<b>Customer</b>		<b>Date</b> <u>5/26/2009</u>	
Name	<u>Palm Springs Police Dept</u>	Order No.	
Address		Rep	
City	State _____ ZIP _____	FOB	
Phone			

Qty	Model	Description	List Unit Price	TOTAL
<b>Software</b>				
1	Ext-1-API	Alliance External API for <b>CrossRoads Traffic Collision</b> , which imports CrossRoads Traffic Collision data into Alliance's Case Reports module creating a traffic report.	\$7,500.00	\$7,500.00
<b>Functional Specifications:</b>				
The External Data API will consist of:				
A System Setting to turn on External Data API and to specify the directory where the External Data TXT files will be found. Allow vendors such as CrossRoads to export their data to Alliance using the Alliance External Data Structure. Specifically for CrossRoads, they will use standardize Alliance offense codes.				
The Client will be able to export the Alliance Operating Data Lists for the vendor to reference.				
Print the imported data from Alliance in a report similar to the CR1				
The Distribution Form will check this directory for files				
When a file is found:				
A new case record will be created, if it doesn't already exist, using the Case # indicated inside of the .txt file				
A new report will be created and populated with all of the information found in the file				
The report will have a unique name to indicate that the report is from imported data.				
Alliance will only be enabled to import data on the first two tabpages of the Case Reports Form.				
Each person added from the file to the Persons Table will have a new field, "Needs Merge Review.". Alliance will matches/merges a person who is already in Alliance if the Last Name, First Name, DOB and government I.D. match. Alliance will also flag the person as being merged with the date & time of the merge.				
For persons not auto-merged, Alliance will flag the name on the Person Merge form. The Persons Merge Form will have a new tool, "Show Flagged" or something like that, which will enable users to view the names in the Persons Table which are flagged for Merge Review enabling them to be merged or to just clear their flag.				
<b>Rules</b>				
Alliance will only accept Offense codes including hierarchy and UCR's that match what Alliance is using.				
Alliance will provide a switch to enable Auto-Approve of the imported report.				
1	Ext-2-API	Alliance External API for <b>CrossRoads Traffic Citations</b> data into Alliance's Case Reports module creating a traffic report.	\$2,000.00	\$2,000.00
1	Ext-2-API	Alliance External API for <b>CopLogic Citizen Reporting</b> , which imports CrossRoads Traffic Collision data into Alliance's Case Reports module creating a traffic report.	\$2,000.00	\$2,000.00
<b>Total Software</b>				<b>\$11,500.00</b>
<b>Maintenance &amp; Support</b>				
1	Ext-1-API-MT	Maintenance & Support for Alliance External API for <b>CrossRoads Traffic Collision</b> , \$2,000.00 per year. Starting July 1, 2009	\$2,000.00	\$2,000.00
1	Ext-2-API-MT	Maintenance & Support for Alliance External API for <b>CrossRoads Traffic Citations</b> , \$2,000.00 per year. Starting July 1, 2009	\$500.00	\$500.00
1	Ext-2-API-MT	Maintenance & Support for Alliance External API for <b>CopLogic Citizen Reporting</b> , \$2,000.00 per year. Starting July 1, 2009	\$500.00	\$500.00
<b>Total Maintenance &amp; Support</b>				<b>\$3,000.00</b>

Subtotal	\$14,500.00
Tax	
<b>TOTAL</b>	<b>\$14,500.00</b>

TERMS: 30 day

Please FedEx this payment with Cyrun's account # 1950-0335-1 for security. Thank you.

We agree to pay this invoice within 30 days:

Office Use Only

Captain Starns





**Cyrun**  
 125 Water Street, Suite A2  
 Santa Cruz, CA 95060  
 (831) 458-0949 fax (831) 459-9406

P. O. No. 052609-PSPD

**Quote**

<b>Customer</b>			
Name	Palm Springs Police Dept	Date	5/26/2009
Address		Order No.	
City	State ZIP	Rep	
Phone		FOB	

Qty	Model	Description	List Unit Price	TOTAL
<b>Software</b>				
1	Ext-2-API	Alliance External API for <b>CrossRoads Traffic Citations</b> data into Alliance's Case Reports module creating a traffic report.	\$2,000.00	\$2,000.00
<b>Functional Specifications:</b> The External Data API will consist of:  A System Setting to turn on External Data API and to specify the directory where the External Data TXT files will be found. Allow vendors such as CrossRoads to export their data to Alliance using the Alliance External Data Structure. Specifically for CrossRoads, they will use standardize Alliance offense codes. The Client will be able to export the Alliance Operating Data Lists for the vendor to reference. Print the imported data from Alliance in similar to the Citation print out The Distribution Form will check this directory for files When a file is found: A new case record will be created, if it doesn't already exist, using the Citation # indicated inside of the .txt file A new citation will be created and populated with all of the information found in the file The citation will have a unique name to indicate that the citation is from imported data. Alliance will only be enabled to import data into existing citation fields of the Citation Form. Each person added from the file to the Persons Table will have a new field, "Needs Merge Review.". Alliance will matches/merges a person who is already in Alliance if the Last Name, First Name, DOB and government I.D. match. Alliance will also flag the person as being merged with the date & time of the merge. For persons not auto-merged, Alliance will flag the name on the Person Merge form. The Persons Merge Form will have a new tool, "Show Flagged" or something like that, which will enable users to view the names in the Persons Table which are flagged for Merge Review enabling them to be merged or to just clear their flag.  <b>Rules</b> Alliance will only accept Offense codes including hierarchy and UCR's that match what Alliance is using. Alliance will provide a switch to enable Auto-Approve of the imported report.				
<b>Total Software</b>				\$2,000.00
<b>Maintenance &amp; Support</b>				
1	Ext-2-API-MT	Maintenance & Support for Alliance External API for <b>CrossRoads Traffic Citations</b> , \$2,000.00 per year. Starting July 1, 2009	\$500.00	\$500.00
<b>Total Maintenance &amp; Support</b>				\$500.00
			Subtotal	\$2,500.00
			Tax	
			<b>TOTAL</b>	<b>\$2,500.00</b>

TERMS: 30 day

Please FedEx this payment with Cyrun's account # 1950-0335-1 for security. Thank you.

We agree to pay this invoice within 30 days:

Office Use Only
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Captain Starrs

# Cost Proposal

**Crossroads Software**  
210 W. Birch Street, Suite 207  
Brea, CA 92821

For:  
Palm Springs Police Department

Number: CP 09-15

<i>Item No</i>	<i>Item Description</i>	<i>Quantity</i>	<i>Price</i>	<i>Taxable</i>	<i>Amount</i>
1	Citation Software for Handheld	1	\$15,000.00	No	\$15,000.00
2	Collision Report Software for Handheld	1	\$15,000.00	No	\$15,000.00
3	Sync Software and Export Software	1	\$1,200.00	No	\$1,200.00
4	Court Transmission Software	1	\$2,200.00	No	\$2,200.00
5	Interface to Output Records to RMS System (Cyrus Alliance RMS)	1	\$1,500.00	No	\$1,500.00
6	Symbol MC75A Handheld w/ Aircard (2D Barcode/Camera, WLAN QWERTY, Bluetooth)	6	\$2,350.00	Yes	\$14,100.00
7	Symbol MC75A Mag Stripe Reader	6	\$190.00	Yes	\$1,140.00
8	Symbol MC75A Charger/Cradle Kit	6	\$155.00	Yes	\$930.00
9	Zebra RW 420 Bluetooth Printer WO Mag Stripe Reader	6	\$725.00	Yes	\$4,350.00
10	Zebra Printer Wall Charger	6	\$85.00	Yes	\$510.00
11	Printer Paper per roll (50 cites/roll) (36 rolls/case)	144	\$4.00	Yes	\$576.00
12	Training and Installation (two training sessions - four hours each)	1	\$1,200.00	No	\$1,200.00
13	Two Years Maintenance and Support	1	\$2,000.00	No	\$2,000.00

<i>Item No</i>	<i>Item Description</i>	<i>Quantity</i>	<i>Price</i>	<i>Taxable</i>	<i>Amount</i>
14	Agency Discount	1	(\$12,216.06)	No	(\$12,216.06)
				<i>Sub Total</i>	<u>\$47,489.94</u>
<i>Sales Tax 8.75% on</i>				\$21,606.00	<u>\$1,890.52</u>
				<i>Total</i>	<u>\$49,380.47</u>

*Hardware cost per additional handheld setup (including tax): \$3,811.69*

# Cost Proposal

# Crossroads Software

210 W. Birch Street, Suite 207

Brea, CA 92821

For:

Palm Springs Police Department

Number: CP 09-14

<i>Item No</i>	<i>Item Description</i>	<i>Quantity</i>	<i>Price</i>	<i>Taxable</i>	<i>Amount</i>
1	Collision Database System (Second Site License for Police Department)	1	\$5,340.00	No	\$5,340.00
2	GIS Collision Mapping Module (Second Site License for Police Department)	1	\$2,940.00	No	\$2,940.00
3	Review and edit a GIS centerline map of the City	1	\$1,800.00	No	\$1,800.00
4	Upgrade to Latest Version of Collision Database System for Traffic Eng. Dept. (including conversion and verification of 5	1	\$2,900.00	No	\$2,900.00
5	Laptop (555 Collision Form) input module	1	\$0.00	No	\$0.00
6	Training and Installation (two training sessions - six hours each)	1	\$1,800.00	No	\$1,800.00
				<i>Sub Total</i>	<u>\$14,780.00</u>
				<i>Sales Tax 7.75% on</i>	<i>\$0.00</i> <u>\$0.00</u>
				<i>Total</i>	<u>\$14,780.00</u>

**Exhibit B**

**Scope of Services**

**Crossroads Software, Inc.**

**for a**

**Handheld Traffic Citation and Collision Report Writing  
System**

**for the**

**City of Palm Springs**



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## 1.1 Project Overview

The scope of this Statement of Work is to set out the milestones, deliverables and responsibilities required to provide to the City of Palm Springs hereinafter called "City," and Crossroads Software, Inc., hereinafter called "Consultant" with a fully operational automated mobile handheld traffic citation and traffic collision report writing system. The Consultant will provide software that allows the transmission of traffic citation data to the police records management system. The Consultant will provide software that permits the transmission of citation data to the Traffic Court System.

Data will have the ability to be off loaded via cradle sync connection to the Crossroads Database system. The software shall meet all current State of California legislative mandates related to traffic citations and California Court Systems electronic filings and data integration standards as well as being upgradeable to meet future mandates within the timeframe allowed by the governing bodies.

## 1.2 Project Deliverables

Crossroads Software Inc. is supplying the following and they will provide the most recent version of software at the time of delivery.

Figure 1: Project Deliverables

<i>Crossroads Software Inc. Project Deliverables</i>	
<i>Description</i>	<i>Quantity</i>
Citation Software for Handheld	1 site license
Collision Reporting Software for Handheld	1 site license
Court Transmission Software	1 site license
RMS Transmission Software	1 site license
Sync & Export Software	1 site license
Installation	
Training	1 session
Handheld Hardware:	
Motorola Symbol MC75A	6 devices
Motorola MC75A Cradle & Charger	6 devices
Motorola Mag Stripe Reader for MC75A	6 devices
Zebra RW 420 Bluetooth Printer and charger	6 devices ea
Printer Paper	144 rolls

Crossroads Software, Inc. will provide a complete Automated Mobile Handheld Traffic Citation Writing and Collision Reporting System to the City of Palm Springs. This SYSTEM will include software for electronic citations that offers efficient input of violation and violator data among other information; electronic signature capture; driver license magnetic stripe reading; and have a modular design to allow for future upgrades and modification.

### **1.3 Software License Provisions**

#### ***1.3.1 Crossroads Software, Inc.***

Crossroads Software, Inc. hereby grants to the City one (1) site license for handheld citation software and one (1) court transmission software license. The LICENSED SOFTWARE allows the City to use the software on multiple computers located in a single office or department within a contiguous site, or multiple offices, departments and sites. The LICENSED SOFTWARE entitles the City to one copy of the software in machine-readable form for backup purposes only.

#### ***1.3.2 Term of the License***

This license is effective until terminated. The City may terminate this license at any time by destroying the LICENSED SOFTWARE and related documentation and all copies thereof. If the City fails to comply with any provisions of the LICENSED SOFTWARE AGREEMENT (Exhibit D), Crossroads Software, Inc. must give thirty days notice to the City that they have failed to comply with any provisions of the LICENSED SOFTWARE AGREEMENT. Upon termination of the LICENSED SOFTWARE AGREEMENT the non-compliant LICENSEE must destroy the software and related documentation and all copies thereof.

### **1.4 Project Management and Implementation Services**

The City's project manager for the implementation of the City of Palm Springs Handheld Traffic Citation System is Sgt. Abe Tokier, Palm Springs Police Department. The City's project manager shall be responsible for review, analysis, and acceptance of Crossroad Software, Inc.'s performance and the coordination of

project personnel, equipment, vehicles and facilities and may issue all consents, approvals, directives and agreement on behalf of the City called for by this agreement except as otherwise expressly provided. Jeff Cullen, Crossroads Software Inc. is the project manager for Crossroads Software, Inc. He will be directly responsible for the administration and technical direction of Crossroads Software, Inc.'s project activities to include project management, installation, implementation, support services, software development and SYSTEM setup. Crossroads Software will have access to communicate with the City project manager to coordinate the execution of the project.

#### ***1.4.1 Responsibilities of the City***

The specific duties of the City in the implementation of the Palm Springs Handheld Traffic Reporting System are:

- 1.4.1.1 Provide the Consultant with access to the City for installation
- 1.4.1.2 Provide traffic citation, documents and sample forms
- 1.4.1.3 Provide court information such as name, addresses, schedules, etc.
- 1.4.1.4 Establish a workstation with a VPN or 'Logmein' connection, with network access to the data server
- 1.4.1.5 Review and approve screen layouts and forms
- 1.4.1.6 Review, evaluate and field test each installed module prior to acceptance
- 1.4.1.7 Facilitate the implementation of the interface with the Riverside County Superior Court's database system.
- 1.4.1.8 Provide a training facility.

#### ***1.4.2 Responsibilities of Crossroads Software, Inc.***

The responsibilities of the project manager will include acting as a primary contact for departmental personnel, scheduling for installation and training, overseeing installation and training, troubleshooting, and any other functions requiring implementing the Crossroads Software, Inc.'s software at the participating agency sites. The specific duties of the Crossroads Software, Inc. in the implementation of the Palm Springs Handheld Traffic Citation System are:

- 1.4.2.1 Create handheld citation forms customized to the department
  - 1.4.2.1.1 Develop and test citation sync module
  - 1.4.2.1.2 Create and install citation handheld software package

- 1.4.2.1.3 Provide citation training and deliver module documentation.
- 1.4.2.2 Contact the City's RMS vendor and receive the compatible exchange file format for transferring data from the Crossroads Software system to the RMS system.
  - 1.4.2.2.1 Develop and test exchange file and data transfer from the Citation module exported to the RMS system.
  - 1.4.2.2.2 Provide data interface training and documentation
- 1.4.2.3 Contact California Superior Court – Riverside County court database vendor and receive the compatible exchange file format for transferring data from the Crossroads Software system to the court's database management system.
  - 1.4.2.3.1 Develop and test exchange file and data transfer from Citation module exported to the court's data base system.
  - 1.4.2.3.2 Provide data interface training and documentation

### ***1.4.3 Change Orders***

Either party may request changes to the Statement of Work at any time. Since a change could affect price, schedule or other terms, the project managers must mutually agree in writing to approve each change before amending this Statement of Work. When Crossroads Software, Inc.'s price or completion schedule is affected, the contract shall be amended accordingly in writing with a CHANGE ORDER and incorporated into the Statement of Work.

### ***1.4.4 Resolution of Disputes***

The City and Consultant will exercise their best efforts to promptly negotiate and settle any controversy or claim arising out of or in connection with the AGREEMENT. The parties agree to first to meet in a timely manner in order to reach a resolution. In the event that any dispute cannot be so settled, it shall be settled by arbitration administered by the American Arbitration Association. The decision in writing of the Arbitrator appointed by the American Arbitration Association shall not be binding on the parties.

### ***1.4.5 System Acceptance***

System acceptance will occur in the following phases after training and functional system tests:

- Certification of handheld citation system.
- Certification of data transfer and integration from Crossroads Software handheld citation module exported to the RMS system



- Certification of output of a citation data exchange file from the Crossroads Software system for input into the court's database management system
- Final Total System Acceptance

Each functional attribute of the software, including system software, operating system, utilities, interfaces, system administration procedures will be tested. The Consultant will verify that all transactions with external systems are performing as specified. Within fourteen (14) days after completion of functional systems testing, the Consultant shall provide a written report to document completion of the test and to indicate test results, problems, solutions and a schedule to implement such solutions.

#### 1.4.5.1 Functional Testing – Handheld Citation and Collision Software

After installing each system software module (handheld citation) and performing appropriate diagnostic tests, Crossroads Software, Inc., will certify to the City of Palm Springs that automated mobile traffic report system is functioning correctly. The City of Palm Springs will request specific demonstrations of the mobile traffic system readiness. Functional testing by the end users will start after the users have been trained and the software is in a live environment. The testing period will be fourteen (14) days for each software module. Functional testing will include field-testing, syncing by cradle in field printing, and printing at the desktop.

#### 1.4.5.2 Functional Testing – Data Integration to RMS

Upon completion of traffic data integration with the RMS System, and training of participating personnel, the Consultant will certify that the traffic data integration to the RMS database is ready for acceptance. The Consultant will be required to demonstrate all system functions to the City of Palm Springs's satisfaction. Functional testing by the end users will start after the users have been trained and the software is in a live environment. The testing period will be fourteen (14) days for each software module. Functional testing by the City shall include exporting Crossroads Software modules to the RMS both in a test and live

environment. Any problems found during this demonstration will be immediately corrected by the Consultant after which time the City of Palm Springs will verify the corrections have been made and accept the data integration phase.

#### 1.4.5.3 Functional Testing – Data Integration to California Superior Court – Riverside County Database Management System

The Consultant will create an export file for the traffic citation data integration with the California Superior Court – Riverside County, case management system. Upon completion of the traffic data integration with the court’s system, performing appropriate tests and upon training the court staff on its use, the Consultant will certify to the City of Palm Springs that the data integration to the court is completed. California Superior Court – Riverside County project personnel will test the interface for fourteen (14) days to determine if the traffic records are being exported and delivered as defined.

#### 1.4.5.4 Final System Performance Testing

The Consultant and City will then perform final system performance testing. Crossroads Software, Inc. will perform a functionality test that will ensure the functional operation of the software, the handheld units, printers, and other equipment and the syncing and data transfer interfaces. Upon completion of the final total system testing, the consultant will certify that the SYSTEM has passed the final system test criteria. Final system test criteria include:

- Functionality System Test (software, hardware, and interfaces)
- Reliability Test (system “uptime”)
- Performance Test (data input, searches, report generation, response time)

The Consultant shall provide written certification to the City’s project manager that the installation, training, and testing phase of the contract has been fully completed and all requirements have been met.

## **1.5 Warranty, Maintenance, and System Support**

### ***1.5.1 Software Warranty and Maintenance Plan***

Crossroads Software, Inc., will provide the City and participating agencies receiving the LICENSED SOFTWARE technical support, maintenance and upgrades at no additional charge for one year from the date of final system acceptance as defined herein. Standard technical support consists of telephone, email and online support from 08:00 A.M. to 5:00 P.M, Monday through Friday PST.

### ***1.5.2 Maintenance Plan***

Support, maintenance and upgrades for each additional year beyond the first year are \$1,500 per year.

## **1.6 Training**

The following training is provided by Crossroads Software, Inc. as part of the purchase of the SYSTEM.

### ***1.6.1 Handheld Citations & Syncing – End User Training***

Crossroads Software, Inc., will provide the City with four hours of training per class. This session will deal with the use of handheld units and the writing of citations. One training sessions will be conducted at the Palm Springs Police Department.

### ***1.6.2 Handheld Collision Report Writing – End User Training***

Crossroads Software, Inc., will provide the City with four hours of training per class. This session will deal with the use of handheld units and the writing of collision reports. One training sessions will be conducted at the Palm Springs Police Department.

### ***1.6.3 System Maintenance and Administration Training***

Crossroads Software, Inc., will provide administration and system maintenance training to a designated group of system support staff assigned to the project at Palm Springs Police Department.

## **Exhibit C**

### **Crossroads Software Handheld Citation and Collision Project for The City of Palm Springs**

#### ***Project Schedule***

Project Start	0 Weeks
Delivery, Installation and Training of the Handheld Citation and Collision System	4 Weeks
Court Transmission Software	4 Weeks
Interface to RMS	6 Weeks

## *Exhibit D*

### *Crossroads Software Software License Agreement*

The software accompanying this License, whether on disk, in read only memory, or on any other media (the "Software") and related documentation are licensed by Crossroads Software, Incorporated. You own the disk on which the Software is recorded and Crossroads Software retains title to the software and related documentation. This License allows you to use the Software on multiple computers located in a single office or department within a contiguous site (or multiple offices, departments and sites) as further described in your purchase agreement, purchase order and/or contract. It also entitles the holder one copy of the Software in machine-readable form for backup purposes only. You must reproduce a copy the Crossroads Software copyright notice and any other proprietary legends that were on the original copies of the Software. You may also transfer all your license rights in the Software to another party, provided the other party reads and agrees to accept the terms and conditions of this license.

The Software contains copyrighted material, trade secrets and other proprietary material and in order to protect them you may not decompile, reverse engineer, disassemble or otherwise reduce the Software to human-perceivable form. You may not modify, rent, lease, loan, distribute or create derivative works based upon the Software in whole or in part.

This license is effective until terminated. You may terminate this license at any time by destroying the Software and related documentation and all copies thereof. This license will terminate immediately without notice from Crossroads Software if you fail to comply with any provisions of this license. Upon termination you must destroy the Software and related documentation and all copies thereof.

This Software is protected by United States Copyright Law and international treaty provisions. This license agreement shall be construed, interpreted and governed by the laws of the State of California.

(Copyright 1992-2010)



# **AGREEMENT FOR CONSULTANT SERVICES**

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, **2010**, by and between the CITY OF PALM SPRINGS (hereinafter referred to as "City") and **Crossroads Software, Inc., a California Corporation,** (hereinafter referred to as "Consultant").

## **RECITALS**

WHEREAS, City desires to obtain the services of a private consultant to provide a **Handheld Traffic Citation and Collision Reporting System**; and

WHEREAS, Consultant is a(n) **Computer Software** consultant and has represented that Consultant possesses the necessary qualifications to provide such services; and

WHEREAS, City has authorized the preparation of an agreement to retain the services of Consultant as hereinafter set forth.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT CITY DOES HEREBY RETAIN CONSULTANT ON THE FOLLOWING TERMS AND CONDITIONS:

**1. Scope of Services.**

Consultant shall provide services as described in Exhibit "A" and Exhibit "B" entitled "Scope of Work" attached hereto and made a part hereof.

**2. Compensation and Reimbursement.**

City shall compensate Consultant a not-to-exceed fee of **\$49,380.47**, for tasks including, not but not limited to, Project Organization, Database Software which includes data input, data verification, reports and queries, collision diagrams, a traffic counts management program, and traffic citation statistics, GIS Collision Mapping Software and Implementation, Handheld Traffic Report Writing System, and Training and Support. Consultant shall submit invoices no more frequently than monthly. Invoices shall include a summary of work performed for the period being billed, percentage of work completed for each task, and overall percentage of work completed for services as identified in the Scope of Work. All work completed under this agreement must be invoiced no later than September 30, 2010.

**3. Term of Agreement.**

This Agreement shall be effective from the period commencing \_\_\_\_\_, **2010** and ending **September 30, 2010** unless sooner terminated by City as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, Consultant shall return to City any and all equipment, documents or materials and all copies made thereof which Consultant received from City or produced for City for the purposes of this Agreement.

**5. Termination.**

This Agreement may be terminated with or without cause by City. Termination without cause shall be effective only upon 15-day written notice to Consultant. During said 15-day period Consultant shall perform all consulting services in accordance with this Agreement. This Agreement may be terminated by City for cause in the event of a material breach of this Agreement, misrepresentation by Consultant in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by City. Termination for cause shall be effected by delivery of written notice of termination to Consultant. Such termination shall be effective upon delivery of said notice.

**6. Confidential Relationship.**

City may from time to time communicate to Consultant certain information to enable Consultant to effectively perform the services. Consultant shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the City. Consultant shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of Consultant, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Consultant without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to Consultant by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

Consultant shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this contract without the prior written consent of the City. In its performance hereunder, Consultant shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

In the event of termination of this Agreement, Consultant agrees that it shall return any confidential information which was provided by City, in the event such information is in a format that makes it feasible to return same to City, or destroy such material if not returnable.

**7. Ownership of Documents.**

All memoranda, reports, plans, specifications, maps and other documents prepared or obtained under the terms of this Agreement shall be the property of City and shall be delivered to City by Consultant upon demand.

**8. Office Space and Clerical Support.**

Consultant shall provide its own office space and clerical support at its sole cost and expense.

**9. Covenant Against Contingent Fees.**

Consultant declares that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach of violation of this warranty, City shall have the right to annul this Agreement without liability, or, at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee

**10. Conflict of Interest and Political Reform Act Obligations.**

During the term of this Agreement Consultant shall not act as consultant or perform services of any kind for any person or entity whose interests conflict in any way with those of the City. Consultant shall at all times comply with the terms of the Political Reform Act and the local conflict of interest ordinance. Consultant shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the City in which the Consultant has a financial interest as defined in Government Code Section 87103. Consultant represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the City.

Consultant shall comply with all of the reporting requirements of the Political Reform Act and local ordinance. Specifically, Consultant shall file Statements of Economic Interest with the City Clerk of the City in a timely manner on forms which Consultant shall obtain from the City Clerk.

**11. No Assignments.**

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which City, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

**12. Maintenance of Records.**

Consultant shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at its office at all reasonable times during the contract period and for three (3) years from the date of final payment under this Agreement, for inspection by City and copies thereof shall be furnished, if requested.

**13. Independent Contractor.**

At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of the City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes such services.

**14. Licenses, Permits, Etc.**

Consultant represents and declares to City that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Consultant to practice its profession.

**15. Consultant's Insurance.**

1. Policies:

Consultant shall obtain and maintain during the entire term of this Agreement the following insurance policies from companies authorized to issue insurance in the State of California:

(a). Comprehensive General Liability, including premises-operations, products/completed, broad form property damage, bodily injury, and blanket contractual liability with the following coverage's:

General Liability      \$1,000,000 per person per occurrence;  
                                 \$1,000,000 annual aggregate combined;  
                                 \$1,000,000 property damage or bodily injury  
                                 per occurrence;  
                                 Cross-liability exclusions prohibited

(b). Automobile Liability, including owned, hired, and non-owned vehicles with the following insurance coverage's:

Auto Liability            \$1,000,000 per person per occurrence;

\$1,000,000 annual aggregate combined;  
\$1,000,000 property damage or bodily injury  
per occurrence;  
Cross-liability exclusions prohibited

(c) Workers' Compensation insurance in amounts in accordance with statutory requirements.

2. Endorsements:

Endorsements shall be obtained so that each policy contains the following provisions:

(a) Additional Insured. (Not required for Professional Errors and Omissions Liability Insurance or Workers' Compensation.)

(b) Notice.

"Said policy shall not terminate, nor shall it be canceled or reduced in coverage, without thirty (30) days' written notice to the City of Palm Springs."

(c) Primary Coverage.

"The policy provides primary coverage to to the City of Palm Springs and its elected and appointed boards, officers, agents, and employees. It is not secondary or in any way subordinate to any other insurance or coverage maintained by the City of Palm Springs."

**16. Insurance Certificates:**

Consultant shall provide with certificates of insurance and accompanying endorsements showing the insurance coverage's described in the paragraphs above, in a form and content approved by the City, prior to beginning work under this Agreement

**17. Liability.**

Notwithstanding any other provision contained in this Agreement, Consultant shall be responsible for all injuries to persons and for all damage to real or personal property of City or others, to the extent caused by or resulting from the wrongful act or negligent acts, errors, or omissions of itself, its employees, or its agents during the progress of, or in connection with, the rendition of services hereunder. Consultant shall hold harmless and indemnify City, the Palm Springs Redevelopment Agency and their elected and appointed boards, officers, agents and employees from all costs and claims for damages to real or personal property, or personal injury to any third party, including reasonable attorney fees resulting from the negligent performance of Consultant, its employees, or its agents, under this Agreement.



**18. Consultant Not an Agent.**

Except as City may specify in writing, Consultant shall have no authority, expressed or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, expressed or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**19. Personnel.**

Consultant shall assign qualified and certified personnel to perform requested services. The City shall have the right to review and disapprove personnel for assignment to City Projects.

City shall have the unrestricted right to order the removal of any person(s) assigned by Consultant by giving oral or written notice to Consultant to such effect.

Consultant's personnel shall at all times comply with City's drug and alcohol policies then in effect.

**20. Notices.**

All notices, billings and payments which are required or permitted to be made hereunder shall be in writing and shall be sent by personal delivery; first-class mail, return receipt requested; overnight or express mail service; or facsimile. Notices shall be deemed to have been received: upon delivery if personally delivered; seventy-two (72) hours after deposit in the U.S. Mail; on the day of transmission via facsimile unless sent after business hours and in that event, on the next business day. Notices may be sent to the following addresses; the parties may deliver notice of change of address or delivery information in the manner outlined in this Section E.

City (original):

City of Palm Springs  
Attn: Purchasing Manager  
200 South Civic Drive  
Palm Springs, CA. 92262  
(760) xxx-xxxx

City (copy):

Palm Springs Police Department  
200 South Civic Drive  
Palm Springs, CA 92262  
(760) xxx-xxxx

Consultant:

Crossroads Software, Inc.  
201 W. Birch Street  
Suite #207  
Brea, CA 92821  
Attn: Jeff Cullen  
(714) 990-6433  
Facsimile: (714) 990-5628

**20. Conflict Resolution.**

In the event of a dispute between City and Consultant concerning the terms of this Agreement or its performance, the parties agree to submit such dispute to arbitration before the American Arbitration Association or other mutually acceptable arbitrator. In the event that the subject of such arbitration is compensation claimed by Consultant in the event of termination, Consultant's damages shall be limited to compensation for the 15-day period for which Consultant would have been entitled to receive compensation if terminated without cause. In the event of arbitration, each party shall bear its own attorneys' fees and costs incurred.

**21. Gender.**

Whether referred to in the masculine, feminine, or as "it," "Consultant" shall mean the individual or corporate consultant and any and all employees of consultant providing services hereunder.

**22. Exhibits.**

All Exhibits referenced in this Agreement, and each of them, are incorporated into this document as though set forth in full at this point.

**23. Entire Agreement.**

This Agreement shall constitute the entire understanding between Consultant and City relating to the terms and conditions of the services to be performed by Consultant.





# MEMORANDUM

PALM SPRINGS POLICE DEPARTMENT



DATE: June 12, 2010  
TO: Craig Gladders - Procurement Department Director  
FROM: Lieutenant Abraham Tokier  
SUBJECT: Single Source Procurement Request of Crossroads Software Equipment and CYRUN Alliance Interface

## ***Crossroads Software Handheld Citation and Collision Reporting System Unique Features***

The products offered by Crossroads Software, including their Collision Database System and other software products are available exclusively from Crossroads Software. Crossroads Software does not distribute their software through other vendors so that they may maintain control over the quality of installation, training, and support that they provide with their software systems.

The Collision Database software application includes many unique capabilities and features not offered by other companies. The following list summarizes the key features exclusive to the Crossroads Collision Database Software which is unavailable in competing systems. This is why we believe that Crossroads Software is uniquely qualified to meet the City's collision database and handheld traffic reporting needs.

### ***Staff Evaluation which supports a single source purchase in this project.***

1. Since 1994, our Public Works Traffic Engineering Department has used Crossroads Software. By selecting this software solution we will be able to upgrade and build upon our existing Traffic Management System and synchronize this collision location data information sharing between the Traffic Engineering Department and the Police Department.
2. Crossroads / CYRUN interfaces are already in place with several other California cities which use CYRUN and it functions properly with few issues. I contacted Brea and Watsonville Police Departments and they indicated that it functions with minimal operational issues.
3. We currently have CYRUN as our Police Department Report Management System. This is why we should use them to interface with the requested Crossroads Software.

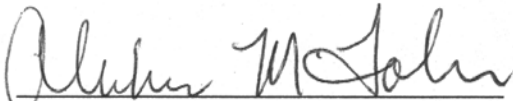
4. Citation and Collision report information can be displayed automatically on a computerized GIS map of the City using the information provided with each citation and collision report; primary road name, secondary road name, distance and direction. No other system automatically geo-codes individual locations using just these inputs readily available from every citation and collision report.
5. Citation and Collision reports can be displayed on aerial photos automatically in Google Earth Mapping.
6. The software runs on a selection of industry standard handheld hardware available from a wide variety of vendors, instead of relying on proprietary hardware. Because the hardware is not proprietary, the department can purchase hardware on a more cost competitive basis, and more easily purchase, repair, and deploy additional handheld units.
7. The handheld system works with the existing Crossroads Software Collision Database System to do statistics, queries, reports, and GIS mapping already in place as the standard in our Public Works Department Traffic Management Center.
8. Officers can enter information on citations and collision reports using their custom on-screen context dependent keyboards for accurately producing citations and collisions. This eliminates data entry errors and wasted employee hours later correcting these errors.
9. Magnetic Strip Readers are used to automatically read Drivers License data to help eliminate entry errors and to more efficiently fill out traffic citations and collision reports. This is also more time efficient resulting in increase field productivity.
10. The Collision Database System is based on a Street Layout Table. The Layout Table is a computerized "network model" of every street in the City of Palm Springs that holds the name of each street, the name of each intersecting cross street, the distance and direction between all cross streets and the order that they cross. This structure allows the collision database system to perform many key functions that other systems cannot, such as a mid-block collision analysis query.
11. The Collision Database System is already in use by the City of Palm Springs Traffic Engineering Department. The proposed system to be provided to the Palm Springs Police Department is fully compatible with the system already in place at Traffic Engineering.
12. The street name and directional information for each collision record is automatically compared to the street layout table to verify and, when necessary, correct the street names and confirm that the indicated streets intersect. This allows for unparalleled accuracy in query results.

13. The Street Layout Table has universal application as the basis for all types of engineering / resource management inventories such as Traffic Control Devices, Pavement and Signal Inventories, speed limit information and traffic volume data.
14. Collision file types including the California State Wide Integrated Traffic Reporting System (SWITRS) and custom file formats can be electronically "read" into the System while improving on the accuracy of the data provided from these sources through a series of automatic error checks.
15. Collision report information can be displayed automatically on a computerized GIS map of the City using the information that is always provided with each collision report; primary road name, secondary road name, distance and direction. No other system automatically geo-codes individual collision locations using just these inputs readily available from every collision report.
16. GIS mapping provided with the project will be reviewed against the most up-to-date hard copy map available and edited accordingly so that collision records can be geographically referenced with the highest degree of accuracy.
17. There is no limit to the number of intersection or mid-block locations that can be queried. Also no limits exist on the number of parties or victims for each collision record.
18. The Crossroads package features a presentation quality color collision diagram generator. You may specify the parameters for the collision diagram query in the same way you define any of the queries. Collision diagrams may be printed to any Windows compatible printer or plotter.
19. The system performs mid-block queries for collisions by allowing the user to select a street and any two cross streets along that street.
20. The System provides the flexibility for the user to define 'intersection distance' parameters for queries and collision diagrams so that additional collisions can be identified as required to best depict collision patterns and trends.
21. A traffic volume database system is included with the package. This system stores all types of traffic incident count information. The count data is also referenced to the Street Layout Table and is accessed by the Collision Database System to automatically calculate collision rates for both intersections and mid-block locations. The system can also automatically produce a "traffic flow" map using Arc-View.
22. The System provides a fully configurable data input module that allows the user to input all the information captured by the State of California Traffic Collision (555) report, the defacto standard reporting form for all public agencies in the State. When

printed, the 555 form is replicated and can serve as the "hard copy" report that all agencies must forward to the California Highway Patrol. The data input module also can be configured to allow varying levels of data input, so that the data stored can be matched to available staffing and resources.

23. A Traffic Citation database module is included with the package, which stores the necessary information to track and analyze police traffic enforcement activities, calculating enforcement indices as well as providing a full array of reports and statistics. The citation information can also be plotted automatically on the GIS map and cross-referenced against high collision locations to assist in deploying directed enforcement.
24. Collision and citation data is verified and checked for errors prior to allowing the officer to submit reports or citations. This will help eliminate the frequent corrections required in these submitted reports.
25. The citation data transfer interface from crossroads to the Riverside County Traffic Court is already established and we would just become a part of an existing system and not have to develop protocol with the courts for data transfer.

Respectfully Submitted,



Abraham Tokier  
Lieutenant