

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: DEPARTMENT OF INFORMATION TECHNOLOGY
AGENDA DATE: May 14, 2013
CONTACT PERSON/PHONE: MIGUEL GAMINO, DEPARTMENT OF INFORMATION TECHNOLOGY DIRECTOR, 541-4746
DISTRICT (S) AFFECTED: ALL

SUBJECT:

That the City Manager be authorized to sign a City County Master Information Technology Joint-Projects Interlocal Agreement between the County of El Paso, Texas and the City of El Paso to restructure the shared services approach to maximize resources, operational efficiencies and leverage use of tax dollars invested in information technology functions for the tow governmental entities.

BACKGROUND / DISCUSSION:

On December 22, 2009, Council authorized the Mayor to sign an Inter local Agreement between the City of El Paso and the County of El Paso regarding the provision of management services by the County for the City's IT Department.

The agreement was to have resulted in the County's IT Department overall oversight and direction, including providing management and technical assistance, including oversight of the City's IT Director. The term of the agreement was for three years with automatic renewals.

On May 14, 2013, the Council authorized the City Manager to notify the County of the termination of the Inter local agreement regarding the provision of management services by the County for the City's IT Department.

PRIOR COUNCIL ACTION:

Yes, December 22, 2009, Council authorized the Mayor to sign an Inter local Agreement with the County for the County to provide management services to the City's IT Department.

AMOUNT AND SOURCE OF FUNDING:

BOARD / COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD: Miguel Gamino, IT Director


Signature

5/17/13

Date

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a City County Master Information Technology Joint-Projects Interlocal Agreement between the County of El Paso, Texas and the City of El Paso to restructure the shared services approach to maximize resources, operational efficiencies and leverage use of tax dollars invested in information technology functions for the two governmental entities.

ADOPTED this ____ day of May, 2013.

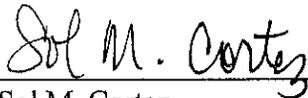
CITY OF EL PASO

John Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Sol M. Cortez
Assistant City Attorney



Miguel Gamino Jr., Director
Information Technology Department

STATE OF TEXAS)
)
COUNTY OF EL PASO)

**CITY – COUNTY MASTER
INFORMATION TECHNOLOGY JOINT-
PROJECTS INTERLOCAL AGREEMENT**

THIS AGREEMENT is entered into on the last execution date set forth on the signature page(s) between the CITY OF EL PASO, TEXAS (“City”) and the COUNTY OF EL PASO, TEXAS (“County”) by and through its duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

WHEREAS, the City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness.

WHEREAS, on December 22, 2009, the County and the City entered into an Interlocal Agreement in which the City engaged the County to perform management services for the City’s Information Technology Department for the purpose of improving the operational efficiency and the level of services and technology at the City and effectively accomplished the first phase by creating a culture that emphasizes shared services between the two entities and IT departments; and

WHEREAS, the City and the County desire to restructure their agreement to support the shared services approach for Information Technology (IT) services and maximize resources for operational efficiencies while leveraging the effective use of tax dollars invested in IT functions, thereby increasing the return on investment to the joint taxpayers of the two governmental entities.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth in this agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, parties hereto agree as follows:

1. SCOPE OF SERVICES.

A. The City and the County shall collaborate to implement the next phase of shared service in order to improve operational efficiencies of their respective Information Technology Departments (together “the IT Departments”) and enhance the information and resource sharing already achieved by the two entities. The intent of this Agreement is to establish a formal methodology in which the two entities will jointly identify opportunities for shared application of technology that will enhance operations and functions of various departments and offices of the County and of the City (“Shared Services”).

B. The County and the City agree to establish a Shared Services Steering Committee (“Steering Committee”) comprised of executive leadership from both the City and the County, including the County Judge and the City Manager, or their designee(s) to establish strategic direction to guide the respective IT departments toward defining and implementing Shared Services objectives. The responsibilities of the Steering Committee and the members are set forth in the attached “**Exhibit A**” and incorporated herein by reference.

C. The County and the City agree to establish a Shared Services Project Coordination Team (“Project Coordination Team”) comprised of City and County IT Project Management staff. The Project Coordination Team will identify IT projects and initiatives for collaboration between the City and County, and joint technology approaches that enhance both entities’ delivery of services that have a high potential for success and improve the return on joint taxpayer investment (“Shared Services Project(s)”). The Project Coordination Team will be responsible for researching, developing, planning, identifying a funding source, and making recommendations to the Steering Committee related to such identified Shared Services Project(s). Once a Shared Project is approved, the Project Coordination Team will be responsible for reporting to the City Manager and County Judge and keeping the City Council and the County Commissioners Court informed as they may require on the implementation, management, impacts and sustainability of the Shared Services Project(s). The responsibilities of the Project Coordination Team and its members are set forth in the attached “**Exhibit B**” and incorporated herein by reference.

2. RESPONSIBILITIES OF IT DEPARTMENTS.

A. Separate IT Departments. The City and the County acknowledge that each has an IT Executive who will be the department level decision maker for each entity. The respective IT Executive is responsible for all day-to-day operations, staff, budget and projects that are specific to that entity as directed by the respective governmental bodies and management. Each IT Executive is responsible for maintaining its own organizational chart for their respective Information Technology Department to assist each in its communications.

3. RESPONSIBILITIES REGARDING SHARED SERVICES PROJECTS.

A. Project Management and Deliverables. All proposed Shared Projects shall be submitted for approval to the Steering Committee after each proposal has been vetted by the Joint Project Coordination Team and reviewed by both IT Executives who will co-sponsor and make a recommendation to the Steering Committee. Each proposed project will include all technical and financial detail necessary to establish the benefits of the project and the collaborative efforts that will be required by both IT Departments.

The Joint Coordination Team shall select an individual who will manage the shared project on behalf of both entities. Once a Project Manager is selected, the Project Manager will report to his or her respective manager according to his or her regular chain of command within the IT Department(s) and will also coordinate with and update joint City/County stakeholders, joint project staff members, and technical resources with regular reports and status updates. In the event a Third Party Project Manager is hired to oversee a shared project, the City / County Project Manager(s) shall be responsible for overseeing and coordinating with the outside service provider as part of his or her duties.

The assigned Project Manager(s) will manage such approved Shared Project, and the IT designated staff and/or third-party project manager will document the project scope, status, budget compliance and resource management of such approved projects and be responsible for typical project management duties. Particular attention will be given to risk management and stakeholder reporting.

Typical project management deliverables are:

1. Business Case Development & Presentation, including preliminary financial plan.
2. Project Charter
3. Statement of Work

4. Project Plan, including:
 - a. Risk Management Plan
 - b. Change Management Plan
 - c. Communications Management Plan
 - d. Cost Management Plan
 - e. Human Resource Plan
 - f. Process Improvement Plan
 - g. Procurement Management Plan
 - h. Work Breakdown Structure
 - i. Timelines, Gantt Charts, and other detailed plans
5. Project Status Reporting
6. Root Cause Analysis (as needed)

B. Project Objectives and Success Criteria. The objectives for each Shared Services Project, which mutually support the milestones and deliverables for the approved project, will be identified by the Project Coordination Team before the project kick-off. In order to achieve success, mutually established objectives must be met within the designated time and budget allocations.

C. Project Costs. The approved Shared Services Project costs will be identified and amounts estimated to the extent possible as part of the Business Case and Project Management Plan process. The Business Case will include an analysis of time, resources, and budget. This information along with an impact analysis and an analysis of the relative benefit to each party will be used to establish an allocation of project resources and costs to each entity. All of these factors will be provided for approval of the Steering Committee at the time the project is proposed and will include the allocation of project costs based on a metric relevant to the particular proposed project.

D. Project Agreements. Each project that is approved as a Shared Services Project will be documented in a subsequent Memorandum of Understanding, Interlocal Agreement or other appropriate legal agreement as deemed appropriate by City Attorney's office and County Attorney's office based upon the specifics of the particular project. Such document may require approval of the governing body of each entity as appropriate, as may be determined by each entity's legal counsel.

E. Post-Implementation Maintenance and Support. At the completion of a Shared Services Project, including Project Acceptance by all members of the Steering Committee, each entity will be responsible for its respective license, support and maintenance costs and contracts. If appropriate or necessary, one entity may contract for the full maintenance and support costs and such costs will be shared by both entities pro-rata or based upon a allocation of costs to be negotiated between the entities and documented in an agreement between the parties.

4. DAY TO DAY COLLABORATIVE EFFORT.

A. Informal Collaboration Encouraged. IT Department staff persons may, from time to time, share knowledge and expertise with staff of other entity for the purpose of general information, technical advice and recommendations based on past experience. Any informal cooperation beyond intermittent and/or routine communications between staff at the City and the County may be authorized by the IT Executives, including the sharing of intellectual property and protected techniques. No limit is placed on the amount of informal collaboration that is authorized under this Agreement. Instead, the IT Executives shall be responsible to ensure that any such informal cooperation activities do not have a negative impact on the goals or objectives of their respective entity and the projects and deadlines of each IT Department.

B. No formal obligation created. Such informal cooperation and sharing does not create or imply any formal obligation of any staff person to the other entity and shall be informal and voluntary, subject to the approval and oversight of the IT Executive(s). It is understood that such informal cooperation and sharing is for the mutual benefit of the two governmental entities will be done at no cost to either the City or the County, and does not create a financial obligation between the entities.

C. Teamwork between units encouraged. Members of specialized units of each entity (such as networks, communications, etc.) are encouraged to work together as teams and hold regular, spontaneous or periodic meetings, as needed, to keep both entities informed about issues and developments in their area of work.

D. Change Management. The IT Department of each entity will manage all changes in accordance to industry best practices based upon a change management process that is documented and in place within 30 days of the execution of this Agreement. The change management process will vet and evaluate proposed system changes for the applicable entity and

consider the impact proposed changes will have on that entity's own users and operations. The change management procedures will also provide a mechanism to clearly identify changes that may impact the other entity. In such an event, the acting entity will notify and inform the other entity and include the other entity in the change management process. If the request has no impact on the other entity, no obligation exists to include or inform the other entity in the review process.

- i. Standardize duplicate applications.** Where the City and the County have both purchased the same software, an effort will be made to keep both entities on the same version of the software for ease of maintenance.
- ii. Hardware compatibility.** Where the City or the County wishes to move to a new hardware platform, an effort will be made communicate with the other entity in advance of the change in order to mitigate the impact on the other party, and the City and the County will make an effort to keep both entities on the same physical platform.

6. PROCUREMENT.

A. Participation on procurement committees and joint procurements. As part of the day to day collaborative effort, IT staff from one entity can participate in the procurement evaluation or process of the other entity. Joint procurements are encouraged, and each IT Department shall update its purchasing template for IT related products to include piggyback language for both equipment and software. The IT Departments are encouraged to share applications where possible and to purchase cooperatively, provided the procurement would not unduly delay the project timing or amount of resources devoted to such project or otherwise impair the ability of the procuring entity to implement the project. When a viable cost savings alternative is available, the entities may acquire a single enterprise license which covers the users in both entities simultaneously with costs distributed as agreed by the parties pursuant to Section 3C of this Agreement. Where there are shared applications, hardware or software, one entity may be designated in a joint-project agreement as the primary caretaker of a particular application for the benefit of both entities. Where either the City or the County wishes to move away from a shared application, there should be an effort to mitigate the impact on the other party.

B. Financial responsibility. Unless otherwise agreed in a separate joint-project interlocal agreement, each entity will be responsible for making its own purchases and expending its own funds for project related procurements. One entity may not commit the other entity to financial obligations without the express written consent of the other.

7. **LOCATION OF PERFORMANCE.**

The place where such services are to be performed is in the City and County of El Paso.

8. **COMPENSATION.**

The parties agree that there is a value to both entities to have access to each other's IT resources and informal cooperation described herein. Because the reciprocal availability of each entity's IT resources serve governmental purposes, as long as each entity provides such information cooperation to the other, neither will be required to pay cash to the other entity, except as may be set forth in an agreement for an approved Shared Services Project pursuant to Section 3 of this Agreement.

9. **TERM.**

This Agreement shall commence on or about May 14, 2013 and remain in effect thereafter through December 31, 2014 and shall thereafter automatically renew for successive one-year terms on January 1 of each year, unless sooner terminated pursuant to Section 11 of this Agreement.

10. **LAW GOVERNING CONTRACT.**

For purposes of determining the law governing this Agreement, it is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.

A. Employment not impacted. Any City employee who performs work that benefits the County pursuant to this agreement and any County employee who perform work that benefits the City is deemed to be and remain, at all times during the term of this Interlocal Agreement, an employee of his/her respective entity for all purposes, including, but not limited to, all employee retirement and other benefits, civil service, the payment or withholding of all

employer federal tax and FICA obligations, and the application of wage and hour laws, workers compensation laws, and employment laws.

B. Governmental Function. The parties especially agree, in all things relating to this agreement, the City and County are performing governmental functions, as defined by the Texas Tort Claims Act. Parties further expressly agree that every act or omission of the parties, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.

C. Immunity. The parties do not intend to waive immunity, of any kind or nature, to suit or liability.

11. **TERMINATION.**

A. This agreement may be terminated in whole or part by either party upon sixty (60) days written notice to the other party at the following addresses:

CITY: City of El Paso
Attn: City Manager
2 Civic Center Plaza
El Paso, Texas 79901

COUNTY: County of El Paso
Attn: County Judge
500 E. San Antonio
El Paso, Texas 79901

B. In the event this Agreement is terminated, the parties agree:

1. Any joint-project interlocal agreement which is already in existence on the date of termination shall continue in full force and effect to its conclusion as set forth in such agreement and not be affected by the termination of this master agreement unless that joint-project interlocal is terminated independently, pursuant to its own terms.
2. Termination of this master agreement shall preclude any subsequent joint-project interlocals and day-to-day collaboration guided by the terms of this master agreement. Nothing herein shall prevent the City and County from thereafter working together or collaborating on joint projects which rely upon a separate agreement.
3. Upon termination of this master agreement, any property, tangible or intangible, will be returned to the entity that owns the intellectual or

property rights within 30 days of the effective date of termination, unless the property is covered by the terms of a separate agreement then in existence.

12. **SEVERABILITY.**

Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

13. **ENTIRE AGREEMENT; AMENDMENTS.**

This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

APPROVED this _____ day of May, 2013.

CITY OF EL PASO

ATTEST:

John F. Cook
Mayor

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Sol M. Cortez
Assistant City Attorney

Miguel A. Gamino, Jr., CPA, Director
Information Technology Department

APPROVED this _____ day of May 2013.

ATTEST:

COUNTY OF EL PASO

Delia Briones
County Clerk

Veronica Escobar
County Judge

APPROVED AS TO FORM:

APPROVED AS TO CONTENT

Cygne Nemir
Assistant County Attorney

David Garcia,
County Director of Information Technology

EXHIBIT A

IT GOVERNANCE

Shared Services Steering Committee (“Steering Committee”)

The Steering Committee will maintain primary responsibility for providing guidance on the IT strategic direction for City and County IT Executives with respect to shared service initiatives review standards and policies recommended by the respective IT Executives and ensure that each organization remains committed to the Shared Services Projects and initiatives underway or planned for the future.

The respective IT Executives and Project Managers will report the status of ongoing Shared Services Projects, initiatives identified as potential shared services projects, and standards to be established or periodically updated for both entities.

The Steering Committee will meet at least quarterly, but may occur more often, as needed. The schedule of the reoccurring meeting may be updated from time-to-time with prior approval by both the City Manager and County Judge or their Steering Committee designees.

The Steering Committee will be comprised of the following members:

1. City Manager (or designee)
2. County Judge (or designee)
3. City Chief Financial Officer (CFO), or other Deputy City Manager responsible for IT
4. County Auditor or designee
5. City IT Executive
6. County IT Executive

The County Judge or the City Manager are each authorized to invite a subject matter expert with specialized knowledge to advise the committee on an as-needed, ad hoc basis for the purpose of assisting the committee in conducting its review and making its recommendations. In such instances the advisor shall serve at the expense of the requesting entity, unless the parties agree in writing to shared funding.

EXHIBIT B

IT GOVERNANCE

Shared Services Project Coordination Team (Project Coordination Team)

The Project Coordination Team maintain primary responsibility for the research, development, planning, implementation and oversight of IT projects that offer high potential for success and increased return, value or sustainability as a Shared Services Project between the City and the County.

The Project Coordination Team will meet on a regular basis, at least monthly and as frequently as necessary to support the active or prospective projects. These meetings will be held to identify, discuss, prioritize and present projects that may be designated as Shared Services Projects. These potential projects will be presented to both City and County IT Executives for approval to take to the Steering Committee for review and approval as a Shared Services Project. These presentations will include all necessary technical and financial detail necessary to establish the project as one that is desired to be pursued by both organizations in a collaborative manner.

Once a project is approved as a Shared Services Project, a City and/or County Project Manager(s) and/or a third-party project manager will be assigned responsibility over project implementation, management and reporting.

Shared Services Projects will be documented and managed as defined in Section 3 of this Shared Services Projects Master Interlocal.

The Project Coordination Team will be comprised of the following members:

1. City Project Management staff as assigned
2. County Project Management staff as assigned

Optional Attendees as appropriate:

1. Any necessary third-party project management representatives contracted for active or prospective Shared Services Projects
2. City Project Management Office Manager
3. County Project Management Office Manager
4. City IT Executive
5. County IT Executive
6. Subject matter experts from City and County Departments, as needed

The Project Coordination Team will maintain an ongoing listing of Shared Services Projects, opportunities, continuously update its contents and priority, and communicate the status of said initiatives and priorities to the Steering Committee at each regularly scheduled meeting.