

**CITY OF EL PASO, TEXAS  
REQUEST FOR COUNCIL ACTION (RCA)**

**DEPARTMENT:** Financial Services Department  
**AGENDA DATE:** July 19, 2011  
**CONTACT PERSON/PHONE:** Carmen Arrieta-Candelaria, Chief Financial Officer, 541-4011  
**DISTRICT(S) AFFECTED:** All

**SUBJECT:**

Discussion and action that the City Manager approve the First Amendment to the Appraisal and Collection Technologies Computer System License and Maintenance Agreement between the City of El Paso and Appraisal and Collection Technologies, the commercial software division of Linebarger, Goggan, Blair and Sampson, LLP, for the purpose of amending the contract to permit the use of ACT software for the tracking of environmental, demolition and miscellaneous property liens. The total amount of the amendment shall not exceed \$10,000.

**BACKGROUND / DISCUSSION:**

The City is presently utilizing the ACT software to keep track of its demolition liens as part of the City's present agreement with Linebarger, Goggan, Blair and Sampson, LLP (hereafter, referred to as the "Firm"). The Firm coordinates with the Tax Office on these collections pursuant to the original contract with the Firm. In order to consolidate and coordinate other types of liens related to property, City staff proposes the First Amendment to this original contract. The Financial Services Department will work with the Tax Office and the Firm on this project.

**PRIOR COUNCIL ACTION:**

January 1, 2006 – City Council awards contract to the Firm  
December 22, 2009 – City Council extends contract through 12/31/15

**AMOUNT AND SOURCE OF FUNDING:**

The cost of the software and related implementation costs will be funded by the general fund.

**BOARD / COMMISSION ACTION:**

N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:** \_\_\_\_\_

*Carmen Arrieta-Candelaria*

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )      **FIRST AMENDMENT TO COLLECTION  
TECHNOLOGIES COMPUTER SYSTEM LICENSE  
AND MAINTENANCE AGREEMENT**

This First Amendment to Appraisal and Collection Technologies Computer System License and Maintenance Agreement (the "Amendment") is entered into and effective as of the \_\_ day of July, 2011 by and between Appraisal and Collection Technologies (the "Vendor"), the commercial software division of Linebarger, Goggan, Blair and Sampson, LLP, and the City of El Paso, a Texas Municipal Corporation (the "Customer").

**RECITALS:**

**WHEREAS**, on August 3, 1998, the Customer purchased a software license agreement for the Vendor's tax collection system (the "Current Software");

**WHEREAS**, on January 1, 2006, the Customer and the Vendor entered into a Collection Technologies Computer System License and Maintenance Agreement (the "Agreement") to upgrade the Current Software to the ACT 7.0 (define hereinafter);

**WHEREAS**, on December 22, 2009, the Customer approved a five year extension to the Agreement until December 31, 2015; and

**WHEREAS**, the Customer and the Vendor desire to amend this contract permit the use of the ACT 7.0 software for tracking environmental, demolition and miscellaneous property liens which the Customer records against certain properties pursuant to state and local law, as set forth in this Agreement.

**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, the parties hereto agree to the following:

1. Section 3.1 of the Agreement is hereby amended to read:
  - 3.1 "Hardware" means any and all hardware and communications equipment, including, but not limited to, that installed by the Vendor in the Customer's Tax Office and Financial Services Department to operate the System (defined hereinafter) and any additional hardware subsequently agreed to by the parties.
  
2. Section 6.2 of the Agreement is hereby amended to read:
  - 6.2 Use. The Works made the subject of this license are for the exclusive use by Customer and any successor officer or officers performing the authorized functions

to which this license extends. This license only extends to the use of the Works in connection with the authorized functions of the City of El Paso Tax Assessor-Collector for tax collection and the City of El Paso Financial Services Department and other City departments for tracking and collection of environmental, demolition and other property liens which the Customer as a home rule municipality is authorized by state and local law and regulation to record against certain properties ("Lien Collections)."

3. A new Section 7.4 is added to the Agreement to read as follows:

7.4 Lien Collections.

- 7.41 The Vendor and the Customer will meet at Customer site to develop a project plan for the implementation of the Lien Collections.
- 7.42 The Vendor will conduct a full review of the System functionality at the Customer site. Customer will assign appropriate staff familiar with the Lien Collections function to attend such Vendor review in order to determine any changes or enhancements required for System to meet the Customer needs.
- 7.43 Based on the results of the System review, the Vendor will make the needed modifications to the software, including changes to the document set produced by the System such as the unique lien documents used by the Customer to notify owners, file and release liens.
- 7.44 The Vendor will conduct two days of training at Customer site, allocating training time into specialized areas (i.e. lien creation, lien maintenance, lien reporting, lien information access) for designated Customer staff.
- 7.45 The Vendor will provide other ongoing services relating to the System Use for Lien Collections as needed, including project oversight, status reporting, customer support, maintenance and related services for the Lien Collections as otherwise set forth in the Agreement for the Customer's Tax Collection operations.

4. Section 8.1 of the Agreement is hereby amended to read:

- 8.1 Use Fee. Vendor will charge an annual Use Fee of One Hundred Twenty Thousand Dollars (\$120,000.00) commencing on January 1, 2006. This User Fee shall include all ongoing services relating to the System Use for the Lien Collections at no additional cost to the Customer.

Initial Implementation Fees for Lien Collections. The Customer will pay the following to the Vendor on a one-time basis in order to implement the Lien Collections:

One Day Project Planning (including travel)	\$1,000.00
One Day System Review	\$1,000.00
Two Day System Training	\$2,000.00

In addition, the Vendor will customize and make the necessary modifications to the System for Lien Collections as may be necessary for an amount not to exceed \$6,000.00 based on the following fee schedule:

Principal	\$250.00 per hour
Senior Analyst	\$175.00 per hour
Developer	\$140.00 per hour

The total amount of the Initial Implementation Fees for the Lien Collections shall not exceed Ten Thousand Dollars and No/100 (\$10,000.00).

5. Section 12.5 of the Agreement is hereby amended to read:

“12.5 Confidential Information. The Vendor and Customer each acknowledge that in the course of performing under this Agreement each may be exposed to confidential information of the other party. The Vendor and Customer agree to treat all such information as confidential and to take all reasonable precautions against disclosure of any such information to third parties during and after the term of this Agreement.

Notwithstanding the above, the Vendor acknowledges that the Customer is subject to the Public Information Act, Chapter 552, Texas Government Code (the "Act"). The Customer will maintain the confidentiality of the proprietary information to the extent permitted by law and agrees that, as required by the Act, it will notify the Vendor if a request relating to such proprietary information is received. The Vendor represents that it understands that the Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert its own proprietary interest as a basis for nondisclosure.”

6. Except as set forth in this Amendment, all the terms and conditions of the Agreement shall remain in full force and effect.

*(Signature page to follow)*

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )     **FIRST AMENDMENT TO COLLECTION  
TECHNOLOGIES COMPUTER SYSTEM LICENSE  
AND MAINTENANCE AGREEMENT**

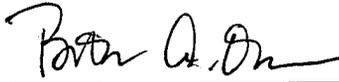
*(Signature Page)*

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement effective as of the date first above written.

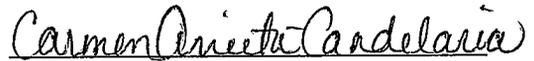
**CITY OF EL PASO**

By: \_\_\_\_\_  
Joyce A. Wilson  
City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Bertha A. Ontiveros  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Carmen Arrieta-Candelaria  
Chief Financial Officer

**APPRAISAL AND COLLECTION  
TECHNOLOGIES**

By:   
\_\_\_\_\_  
Jimmy E. Brod  
Chief Executive Officer