

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

DEPARTMENT: Information Technology

AGENDA DATE: August 7, 2012

CONTACT PERSON/PHONE: Peter Cooper, Chief Technology Officer (915) 546-2041 ext. 3384
Bruce D. Collins, Purchasing Manager, (915) 541-4308

DISTRICT (S) AFFECTED: ALL

SUBJECT:

That the Purchasing Manager for Financial Services, Purchasing Division be authorized to issue a Purchase Order(s) to LBL Technology Partners (LBL), a division of Lurie Besikof Lapidus and Company for consulting services related to the City Hall relocation. The Consultant will assist the City with the relocation of the technology located within City Hall to the new City Hall locations.

The Shared Information Technology Department (IT) recommends the service agreement to LBL for an amount not to exceed \$45,000 based on a blended hourly rate of \$150. LBL will meet the City's objective to effectively and efficiently relocate the City Hall's technology to the City locations with a minimal impact to City operations.

LBL is to provide:

- A Project Plan for relocation of City Hall's technology, management and oversight of the technology relocation, as mentioned above, for City Council approval.
 - Project Plan Deliverables include:
 - Initial Project Statement
 - Communication Plan
 - Deliverables and project communication to the City will be as follows:
 - City Internal Project Manager
 - City Information Technology Director – Project Oversight
 - County/City Chief Technology Officer – Direct report for LBL and decision-maker
 - City Chief Financial Officer- copied on all project deliverables
 - Internal Quality Control Plan
 - Management Plan
 - Cost Management and Change Control Plan
 - Key Project Metrics

- Products/information prepared in response to tasks requested by the City. Project Plan Deliverables include
- Communicate with each City department's relocation coordinator.
- Oversee that City staff's activities are performed in accordance with the approved Project Plan for relocation of City Hall's technology.
- Report to the City on a monthly basis on the status of the relocation plan through project status reports.
- Participate in status meetings, steering committee meetings and stakeholder meetings.
- Additional subtasks as requested by the City and within the \$45,000.

BACKGROUND / DISCUSSION:

On June 26, 2012, City Council approved a Resolution that the City Manager be authorized to sign the Term Sheet as agreed upon by the City of El Paso and Mountain Star Sports Group in order to signal the creation of the public/private partnership and the intent of the City Council to construct a public sports facility ("Ballpark") in the event the investors are able to purchase a Triple-A minor League Baseball Franchise and relocate it to El Paso; that the City Council intends to locate the Ballpark on the site currently occupied by City Hall, Insights Museum, Community Garden and the supporting parking area fronting on Franklin Street and authorizes steps to make the site available for construction, including termination of leasehold interests, and to move forward to formulate long term and short term execution plans for the relocation of city operations.

SELECTION SUMMARY:

LBL have performed various consulting services for the City.

On October 14, 2008, Council approved a Best Value Procurement to LBL to conduct a Strategic Plan IT for \$59,850.

On July 27, 2009, the City entered into a Services Agreement with LBL to evaluate IT services that could be outsourced by the City's IT department staff for \$37,896.

On October 12, 2009, the City amended the scope of the Services Agreement for increasing the amount to \$45,078. The scope added a General Focus section to include the negotiating with El Paso County for outsourced management. A section was also added, "County Consideration" which was provided for negotiating a structure of the County oversight of the City's IT department. A third section was provided to negotiate with other potential outsource candidates if the negotiations with the County resulted in no agreement.

On January 29, 2010, the City entered into a Services Agreement with LBL to evaluate the City's PeopleSoft Financial Management, Human Capital Management and Enterprise Performance Management reimplementation totaling \$19,790.

On November 2, 2010, the City entered into a Services Agreement with LBL to implement the City's PeopleSoft or other appropriate technology application and reimplementation for Financial Management, Human Capital Management and Enterprise Performance Management for a total of \$29,000.

On June 16, 2011, the City amended the Services Agreement with LBL for additional services to the scope of services to included assisting City staff to conduct procurement and for reimplementation of PeopleSoft Technology. The amendment for additional services plus the original scope totaled \$49,930.

On July 12, 2011, the City Council approved the award of a 2-year agreement to LBL for an Internal PeopleSoft Manager totaling \$318,000 or \$159,000 for each of the two years.

On October 11, 2011, the City hired LBL for consulting work to configure/reengineer and improve its business processes for its support services Help Desk. The total of the engagement was for \$39,800.

PRIOR COUNCIL ACTION:

Yes. On October 14, 2008, Council approved a Best Value Procurement to LBL to conduct a Strategic Plan IT for \$59, 850.

On July 12, 2011, the City Council approved the award of a 2-year agreement to LBL for an Internal PeopleSoft Manager totaling \$318,000 or \$159,000 for each of the two years.

AMOUNT AND SOURCE OF FUNDING:

Department: Information Technology
Amount: not to exceed \$45,000
Funds Available: 39010351-502202-01101-39001
Funds Source: General Fund

BOARD / COMMISSION ACTION:

N/A

*****AUTHORIZATION*****

DEPARTMENT HEAD:

Peter Cooper, Chief Technology Officer

COUNCIL PROJECT FORM

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **CONSENT** agenda (under **RESOLUTIONS**) for the Council Meeting of **AUGUST 7, 2012**.

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

THAT the City Manager be authorized to sign and submit and the Services Agreement for LBL Technology Partners to produce a project plan for the relocation of the technology located within City Hall and perform project management and oversight of said project plan, in the amount not to exceed \$45,000, for a six month term.

RESOLUTION

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

THAT the City Manager be authorized to sign and submit the Services Agreement for LBL Technology Partners to produce a project plan for the relocation of the technology located within City Hall and perform project management and oversight of said project plan, in the amount not to exceed \$45,000, for a six month term.

PASSED AND APPROVED this _____ day of _____, 2012.

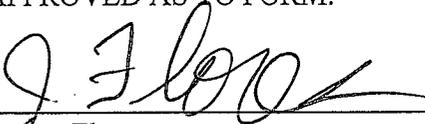
CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



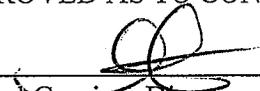
Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Bruce D. Collins, Purchasing Manager
Purchasing Division

APPROVED AS TO CONTENT:



Miguel Gamino, Director
Information Technology Services

STATE OF TEXAS)
)
COUNTY OF EL PASO)

**SERVICES AGREEMENT
FOR LBL TECHNOLOGY PARTNERS**

This Services Agreement (this "*Agreement*") is entered into this _____ day of _____ 2012 by and between the City of El Paso, a home rule municipal corporation (the "*City*"), and LBL Technology Partners, a division of Lurie Besikof Lapidus & Company, LLP (the "*Consultant*").

RECITALS

WHEREAS, on June 26, 2012, City Council approved a Resolution that authorized the City Manager to sign the Term Sheet as agreed upon by the City of El Paso and Mountain Star Sports Group, LLC (investors), in order to signal the creation of the public/private partnership and the intent of the City Council to construct a public sports facility ("Ballpark") in the event the investors are able to purchase a Triple-A Minor League Baseball Franchise and relocate it to El Paso; and

WHEREAS, the City intends to locate the Ballpark on the site currently occupied by City Hall, Insights Museum, the Community Garden and the supporting parking area fronting on Franklin Street; and

WHEREAS, City Hall will be relocated to other locations in the downtown area for the construction of the Ballpark and the City will require services necessary to relocate the technology currently located within City Hall to the new locations; and

WHEREAS, the City desires to engage the Consultant to produce a project plan for the relocation of the technology located within City Hall technology (Project Plan) and perform project management and oversight of the Project Plan; and

WHEREAS, the Consultant possesses the skills to perform said services for the City.

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 as follows:

1. **SCOPE OF SERVICES**. The Consultant hereby agrees to perform the services in accordance with the Scope of Work in **Attachment A**, which is attached hereto and incorporated herein by reference.

2. **TERM**. The term of this Agreement shall commence on or about August 7, 2012, and end on or about February 6, 2013, or as otherwise agreed to by the parties hereto in writing.

3. COMPENSATION AND METHOD OF PAYMENT. The Consultant shall be paid a total amount not to exceed FORTY FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00) as set forth in the fee schedule attached hereto as **Attachment B**, or as otherwise agreed to by the parties in a written amendment to this Agreement.

The Consultant hereby agrees that at no time will Consultant make a claim against the City for more than the rate provided under the terms of this Agreement. Payments for the services by the City to the Consultant hereunder shall be made on a monthly basis over a six (6) month period in the amount of SEVEN THOUSAND AND FIVE HUNDRED DOLLARS (\$7,500.00).

4. LOCATION OF PERFORMANCE. The Consultant shall perform the Services in the City and County of El Paso, Texas or such other place(s) as may be necessary to fulfill the terms of this Agreement.

5. INDEPENDENT CONSULTANT RELATIONSHIP. Nothing herein shall be construed as creating a relationship of employer and employee between the parties hereto. The City shall not be subject to any obligations or liabilities of the Consultant incurred in the performance of this Agreement unless otherwise herein authorized. The City will provide no fringe benefits to the Consultant.

6. INDEMNIFICATION OF THE CITY. BY ACCEPTANCE OF THIS AGREEMENT, THE CONSULTANT AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, THEIR DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL CLAIMS FOR INJURIES OR DAMAGES TO PERSONS OR PROPERTY (INCLUDING DEATH) ALLEGED TO HAVE BEEN RECEIVED OR SUFFERED AS A RESULT OF OR ARISING OUT OF THE OPERATIONS OF THE CONSULTANT OR ITS AGENTS, SUBCONSULTANTS, CONSULTANTS AND EMPLOYEES, IN THE PERFORMANCE OF THIS AGREEMENT.

7. INSURANCE. The Consultant shall provide and maintain the following insurance in full force and effect at all times during the term of this Agreement. City shall be provided with certificates of insurance evidencing the required insurance prior to the commencement of this Agreement and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

A. Liability Insurance. For the duration of this Agreement and any extension thereof, the Consultant shall carry, in a solvent company authorized to do business in the State of Texas, public liability insurance to: a) cover the Consultant and its employees in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00); and, b) protect the general public and the City in the minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury or wrongful death and One Million Dollars (\$1,000,000) per occurrence for property damage.

B. Workers Compensation. A third-party policy of Workers' Compensation insurance coverage providing Statutory Benefits according to the Workers Compensation Act of the State of Texas and/or any other state or federal law as may be applicable to the work and shall cover all of the persons engaged in the work.

C. Auto Liability. Automobile Liability Insurance covering all owned, hired, and non-owned motor vehicles used by Consultant, its employees, contractors or agents, in connection with the work being performed under this Agreement with limits of liability not less than Five Hundred Thousand Dollars (\$500,000.00) for each occurrence Combined Single Limit for Bodily Injury and Property Damage.

D. Form of Policies. The insurance required herein may be in one or more policies of insurance, the form of which must be approved by the City's Risk Manager. City prefers that the general liability and auto liability coverages be provided by either the same insurance carrier or the same insurance group.

E. Issuers of Policies. The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible, reputable, and have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the City's Risk Manager in his sole discretion as to conformance with these requirements.

F. Insured Parties. Each policy, except those for Workers' Compensation, must name the City of El Paso (and their elected and appointed officials, officers, agents and employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this Agreement.

G. Deductibles. A policy may contain deductible amounts only if the City's Risk Manager approves the amount and scope of the deductible. The Consultant shall assume and bear any claims or losses to the extent of such deductible amount and waives any claim it may ever have for the same against the City of El Paso, their officers, agents or employees.

H. Material Change in Policy(ies). Prior to any material change in any policy required herein, City will be given thirty (30) days advance written notice by registered mail. Further, City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed twenty-five percent (25%) of the aggregate limits.

I. Cancellation. Each policy must expressly state that it may not be canceled or non-renewed unless thirty (30) days advance notice of cancellation or intent not to renew is given in writing to the City's Purchasing Manager by the insurance company.

J. Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, their elected and appointed officials, officers, agents or employees.

K. Endorsement of Primary Insurance. Each policy must contain an endorsement that such policy is primary insurance to any other insurance available to the Additional Insured with respect to claims arising hereunder and that the insurance applies separately to each insured.

8. NOTICE. Any notices required under this Agreement shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the respective parties at the respective addresses shown below, unless and until either party is notified of a new address in writing, without the need to amend this Agreement:

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

With copy to:
City of El Paso
Attn: Information Technology Director
2 Civic Center Plaza
El Paso, Texas 79901

CONSULTANT: LBL TECHNOLOGY PARTNERS
Attn: Jeffrey S. Locketz, Partner
2501 Wayzata Boulevard
Minneapolis, MN 55405

9. DISPUTE RESOLUTION. The parties hereto agree that reasonable efforts will be made to aid and assist the other in accomplishing the objectives of this Agreement. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or any breach thereof, the parties shall use their best efforts to meet regularly and resolve the dispute, claim, question, or disagreement. To this effect, the parties hereby agree to consult and negotiate with each other in good faith. Upon delivery and receipt of notice, the parties agree to submit the matter to mediation before a mutually-agreed upon mediator and to diligently pursue a mediated settlement until such time as the parties mutually agree to terminate such mediation or the mediator declares an impasse.

10. TERMINATION. Either party may terminate this Agreement without cause after ten (10) days written notice to the other party of the intention to terminate this Agreement, or at any time by mutual agreement of the parties. Should the City have cause to terminate this Agreement or if the Consultant is in breach of this Agreement, the Agreement may be terminated immediately upon written notification to the Consultant of the cause for termination.

11. LAW GOVERNING AGREEMENT/VENUE. For purposes of determining the place of the Agreement and the law governing the same, it is agreed that the Agreement is entered

into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

12. COMPLIANCE WITH LAWS. Consultant shall comply with all applicable federal and state statutes, ordinances, administrative orders, rules or regulations, in addition to any local laws or ordinances relating to its activities and performance under this contract and shall procure all licenses and pay all fees or other charges as required, if applicable.

13. ASSIGNMENT. This contract does not grant Consultant the right to transfer its respective rights and duties under this Agreement without prior written consent of the City as applicable.

14. WAIVER. Failure by either party on one or more occasions to exercise one or more of its rights hereunder shall not be construed as a waiver of such right or rights, and rights granted hereunder are in addition to those available under law and equity.

15. SEVERABILITY. All agreements, covenants or provisions contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as though such invalid agreement, covenant or provision was not contained herein.

16. CAPTIONS. The captions of various sections of the Agreement are for convenience of reference only, and shall not alter the terms and conditions of this Agreement.

17. AUTHORITY TO CONTRACT. The person signing this document on behalf of Consultant warrants that he or she has been duly authorized to sign this Agreement on behalf of Consultant and to bind the organization, its officers, agents and employees.

18. COMPLETE AGREEMENT. This Agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Consultant for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

[Signature page to follow]

STATE OF TEXAS)
)
COUNTY OF EL PASO)

**SERVICES AGREEMENT
FOR LBL TECHNOLOGY PARTNERS**

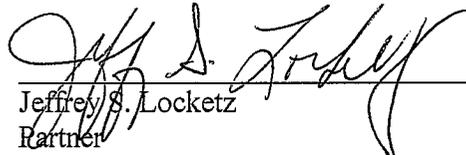
(Signature page)

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of _____, 2012.

CITY OF EL PASO

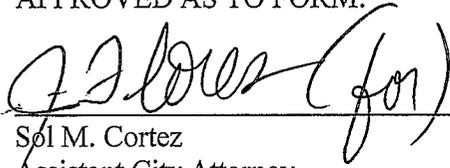
Joyce Wilson
City Manager

CONSULTANT
LBL TECHNOLOGY PARTNERS



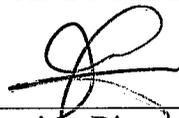
Jeffrey S. Locketz
Partner

APPROVED AS TO FORM:



Sol M. Cortez
Assistant City Attorney

APPROVED AS TO SUBSTANCE:



Miguel A. Gamino, Director
Information Technology Department

ATTACHMENT A- SCOPE OF WORK

The Consultant will assist the City with the relocation of the technology located within City Hall to the new City Hall locations. The City and Consultant understand that it is the City's objective is to have an effective and efficient move of City Hall's technology with minimal impact City operations related to technology.

Specifically, the Consultant will:

- a. Provide a Project Plan for relocation of City Hall's technology and provide management and oversight of the technology relocation plan for City approval.
- b. Communicate with each City department's relocation coordinator.
- c. Oversee that City staff's activities are performed in accordance with the approved Project Plan for relocation of City Hall's technology.
- d. Report to the City on a monthly basis on the status of the relocation plan through project status reports.
- e. Participate in status meeting, steering committee meetings and stakeholder meetings.
- f. Accomplish additional subtasks as requested by the City, including, but not limited to mitigating business requirements risk; mitigating stability risk; mitigating security risk; test plans and results; project management plans; participating in change control meetings as the project progresses; metrics reporting related to project progression, project schedule, budget and other related project metrics; and, oversight as requested and as needed throughout the project.

Deliverables:

(1) The Project Plan which includes but is not limited to the following components:

- a. Initial Project Statement.
- b. Communication Plan
- c. Internal Quality Control Plan
- d. Management Plan
- e. Cost Management and Change Control Plan
- f. Key Project Metrics

(2) Products/ information prepared in response to tasks requested by the City.

ATTACHMENT B – FEE SCHEDULE

The Consultant will be paid for the services on an hourly basis at the blended hourly rate set forth below. Hours for this project will be accounted for in detail and all billing will be detailed by date and hours expended. The Compensation for this Agreement will not to exceed the fees for this project of \$45,000.

Component	Total Hours	Amount
Blended Hourly Rate	\$150.00	
Estimated hours for Consultant Services – 300		
Contract Total not to Exceed Amount		\$ 45,000