

**CITY OF EL PASO, TEXAS
REQUEST FOR COUNCIL ACTION**

DEPARTMENT: Development Services

AGENDA DATE: August 24, 2010

CONTACT PERSON/PHONE: Mathew McElroy, ext 4193

DISTRICTS AFFECTED: All

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want city council to approve. Include dollar amount if applicable.

Request that the City Manager be authorized to sign an interlocal agreement with the University of Texas at El Paso Regional Geospatial Service Center to manage and oversee City of El Paso GIS functions.

Department:	Development Services, Information Technology
Term:	Three years
Funding Source:	General Fund: 39010351 502215 01101
Total Estimated Amount:	\$378,407 (over three years)
Districts:	All

BACKGROUND/DISCUSSION:

Discussion of the what, why, where, when, and how to enable council to have a reasonably complete description of the contemplated action. This should include attachment of the bid tabulation, or ordinance or resolution if appropriate. What are the benefits to thee City of This action? What are the Citizen concerns?

All oversight and management of City of El Paso staff assigned to the GIS group within the Planning Division of the City of El Paso will be conducted by UTEP's Regional Geospatial Service Center (RGSC) and to coordinate regional GIS activities. The RGSC will create the reporting structure for all activities in this agreement related to distributed GIS functions across City departments. This will include ongoing outreach and coordination with City departmental staff in all City departments with assigned GIS functions, ongoing training, customer service, data management, and data storage.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

No.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

General Fund: 39010351 502215 01101

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

DEPARTMENT HEAD: Mathew McElroy

(Example: If RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____ DATE: _____

CITY

10 CITY CLERK DEPT.

RESOLUTION

10 AUG 16 PM 1:47

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO THAT the City Manager be authorized to sign an Interlocal Agreement by and between the City of El Paso and the University of Texas at El Paso in an amount not to exceed Three Hundred Seventy-Eight Thousand Four Hundred Seven and no/100 Dollars (\$378,407.00) for the UTEP Regional Geospatial Service Center to provide management and oversight of City of El Paso's Geographic Information Systems (GIS) functions for three (3) years.

APPROVED this _____ day of _____, 2010.

CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Bertha A. Ontiveros
Assistant City Attorney



Mathew McElroy, Deputy Director
Development Services Department - Planning

STATE OF TEXAS)
)
COUNTY OF EL PASO) **INTERLOCAL AGREEMENT**

This Agreement entered into this _____ day of _____, 2010, by and between the City of El Paso, a municipal corporation situated in El Paso County, Texas, hereinafter referred to as "CITY", and The University of Texas at El Paso, a Texas Institution of Higher Education, hereinafter referred to as "UTEP", pursuant to the Interlocal Cooperation Act, Art. 791.001, et seq., Texas Government Code.

WITNESSETH

The CITY and UTEP for the consideration and mutual promises as herein set forth agree as follows:

1. SCOPE OF SERVICES

UTEP agrees to provide services to provide management and oversight of City of El Paso's Geographic Information Systems (GIS) functions and staff in order to improve operational efficiency and realize economies of scale, as more specifically stated in the Scope of Services as set forth in **Exhibit "A"**, made a part hereof by this reference for all purposes.

2. TERM

The term of this Agreement shall begin on the date entered above and shall end upon the expiration of thirty six (36) months after the date entered above. The term of this Agreement may be extended upon the written approval of both parties. The City Manager may authorize an extension of the term of this Agreement on behalf of the CITY provided that compensation, in addition to the initial Compensation specified in Section 3 of this Agreement, for additional services during the extended term shall not exceed FIFTY HOUSAND AND NO/100 DOLLARS (\$50,000.00).

3. COMPENSATION AND METHOD OF PAYMENT

The total amount of this contract shall not exceed THREE HUNDRED SEVENTY EIGHT THOUSAND FOUR HUNDRED AND SEVEN AND NO/100 DOLLARS (\$378,407.00) based upon the budget agreed by UTEP and the CITY, attached hereto as **Exhibit "B"** and made a part hereof by this reference for all purposes. UTEP agrees that at no time shall it make a claim against the CITY for more than the rate provided under the terms of this Agreement. Payment for each task shall be made on a monthly basis. The CITY shall make payments upon presentation of UTEP's detailed Invoice and accompanying Summary and Progress Report and the CITY's written approval.

4. CERTIFICATION

The CITY hereby certifies that the services to be provided by UTEP are necessary and essential activities that are properly within the statutory functions and programs of the respective state and local entities.

5. APPLICABLE LAWS

UTEP shall perform all services under this Agreement in accordance with all applicable local, state, and federal laws and regulations.

6. INDEPENDENT CONTRACTOR

Nothing contained herein shall be construed as creating the relationship of employer and employee between the CITY and UTEP. The CITY will remain the employer of the CITY's GIS staff. The CITY will have control over the hiring, discharging, and/or reassigning all CITY GIS employees. All employee management decisions regarding CITY GIS employees shall be made by the CITY in compliance with CITY rules, processes, procedures and standards. The CITY will be solely responsible for all matters relating to wages, hours of work, and working conditions, payroll and payment of compensation to employees, compliance with social security, payroll taxes and withholding, unemployment compensation and all other requires relating to such personnel matters for CITY GIS employees.

UTEP will remain the employer of the UTEP staff. UTEP will have control over the hiring, discharging, and/or reassigning all UTEP employees. All employee management decisions for UTEP employees shall be made by UTEP, in compliance with UTEP's rules, processes and procedures. The CITY will be solely responsible for all matters relating to wages, hours of work, and working conditions, payroll and payment of compensation to employees, compliance with social security, payroll taxes and withholding, unemployment compensation and all other requires relating to such personnel matters for CITY GIS employees.

7. ASSIGNMENT

The services to be provided under this Agreement are specific to UTEP and shall not be assigned or delegated without the prior written consent of the CITY.

8. TERMINATION

A. Either party may terminate this Agreement if the other is in default upon thirty (30) days written notice to the other party provided that the other party shall be given a reasonable time to cure said default. The CITY or UTEP may terminate this Agreement for any cause upon thirty (30) days written notice to the other party.

B. Termination shall be without prejudice to any obligation by one party to the other, which shall have accrued and be owing prior thereto.

C. Upon termination, UTEP shall return any materials belonging to the CITY, such as all drawings, plans, records, and other materials, work product (including, but not limited to map layers, database files created for CITY GIS functions) or other property which are the property of the CITY which are currently in UTEP's possession. D. The City Manager has the authority to exercise the termination provisions of this Agreement on behalf of the CITY.

9. NOTICES

All notices, communications and reports under this Agreement shall be hand-delivered or mailed, certified, return receipt requested, to the respective parties at the respective addresses shown below, unless and until either party is otherwise notified in writing by the other party:

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

UTEP: Raed Aldouri, Ph.D., Director
University of Texas at El Paso
Regional Geospatial Service Center
500 W. University
El Paso, Texas 79968

10. WAIVER

Action or inaction by either party regarding any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

11. DISCRIMINATION

A. Discrimination Prohibited: No person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any programs or activity funded in whole or in part with funds made available to UTEP pursuant to the terms of this Agreement, or any written amendment hereto.

B. Specific Discriminatory Actions prohibited: UTEP may not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination on the basis of race, creed, color, sex national origin, age or disability, or having the effect of defeating or substantially impairing accomplishment of the objectives of the programs funded pursuant to this Agreement or any written amendment hereto with respect to individuals of a particular race, color, national origin, creed, sex, age or disability.

12. NO VERBAL AGREEMENT

This Agreement contains all commitments and agreements of the parties hereto, and no verbal or other written commitment shall have any force or effect if not contained herein.

13. VENUE

The parties hereto agree that this Agreement shall be enforceable in El Paso, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in El Paso County, Texas.

14. CONTRACT INTERPRETATION

In interpreting the various provisions of this Agreement in a court of law, any court having jurisdiction shall apply the laws of the State of Texas to interpret the terms and provisions in this Agreement.

15. SEVERABILITY

If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected and in lieu of each provision which is found to be illegal, invalid or unenforceable, there will be added as part of this Agreement a provision which preserves the intention of the unenforceable provision, but which complies with the law.

16. CAPTIONS

The captions to the various paragraphs of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

17. BINDING AGREEMENT. The individual signing this agreement acknowledges that he is authorized to do so and said individual further warrants that he is authorized to commit and bind UTEP to the terms and conditions of this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in the City of El Paso to be effective on the date and year first above written.

UNIVERSITY OF TEXAS AT EL PASO



Print Name: Richard Adauto
Title Executive Vice President

THE CITY OF EL PASO

Joyce A. Wilson
City Manager

APPROVED AS TO FORM:



Bertha A. Ontiveros
Assistant City Attorney

APPROVED AS TO CONTENT:



Art Armas, Chief Information Officer and
Information Technology Department Director



Mathew S. McElroy, AICP, Deputy Director
Development Services Department - Planning

EXHIBIT A:

Scope of Work UTEP Management and Oversight of City of El Paso Geographic Information System (GIS) Functions

1. **GIS Management:** All oversight and management of City of El Paso staff assigned to the GIS group within the Planning Division of the City of El Paso will be conducted by UTEP's Regional Geospatial Service Center (RGSC). The RGSC will create the reporting structure for all activities in this Agreement related to distributed GIS functions across City departments and such structure will be submitted to the City Manager or his/her designee for approval. This will include ongoing outreach and coordination with City departmental staff in all City departments with assigned GIS functions. The City will provide active day-to-day supervision of the City's GIS staff. UTEP will assist the City in evaluating City staff's strengths and weaknesses and identify potential training opportunities.

In the event that the Principal Investigator withdraws and will no longer provide the oversight and management as set forth herein, UTEP will provide at least 30 days notice to the City of the change in staff and the City shall have the opportunity to review the selection of an appropriate replacement.

2. **Technical Support:** Technical support to all City departments on all GIS issues provided by RGSC above basic issues discussed in Section 8 below. This includes ongoing, maintenance contract recommendations made by Environmental Services Research Institute (ESRI), CITY's contractor, recommendations deployment of GIS across City departments, and other items as necessary. The RGSC's Principal Investigator will be deemed the subject matter expert and will provide the City with general business analysis services and general project management services.

3. **Professional Development and Training:**

- a. **Professional Development:** All CITY staff assigned to GIS functions that will be supervised by UTEP under this Agreement will participate in a professional development program developed and monitored by the RGSC. The RGSC will ensure completion of the professional development program by all City GIS staff, both specifically assigned to the RGSC and those embedded within multiple city departments.
- b. **Training:** The RGSC will organize and provide monthly entry level and intermediate training sessions for all City staff.

4. **Financial Oversight:** Financial contract compliance will be monitored by the Information Technology Department of the City of El Paso. UTEP will maintain complete and accurate records with regard to all costs and expenses incurred by UTEP on behalf of the City. All such records will be clearly identifiable. UTEP will allow a representative of the City to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. UTEP will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment

under this Agreement. The City will prepare and approve the annual budget for the services to be provided herein. Any budget revisions or adjustments in an amount greater than \$1,000.00 shall be approved by the City Deputy Director of Planning as the CITY'S Contract Manager.

5. Project Oversight. The RGSC will meet with the City user departments to document their needs and identify potential projects and future goals. The RGSC will report ongoing progress to an interdepartmental committee (GIS IC) of the city's heaviest GIS user departments. Organization of the GIS IC will be done in partnership between the City and RGSC. The GIS IC (or the City Manager) will designate a Lead Contact for the City. The RGSC will interact with the City's Lead Contact on a more frequent basis for purposes of coordination, assistance with other City agencies and departments and resolution of general questions. Any disagreements between RGSC and City's Lead Contact will be reviewed by the GIS IC, and if necessary, by the City Manager or his/her designee.

6. GIS Technology and Data:

- a. Hosting: UTEP's RGSC will host and maintain all City GIS data and layers and will purchase any necessary equipment to do so. The parties agree that the CITY GIS system will be sited at UTEP on the equipment and software owned by UTEP. In the event that the City participates in payment or financing any portion of the equipment, software or other assets of the GIS system, the CITY and UTEP will agree on the ownership, payment or reimbursement of City funds, or distribution of assets in the event this Agreement is terminated. The RGSC will also oversee and host all PDN Map activities for the duration of the contract.
- b. Data Maintenance: The RGSC will also ensure all City GIS layers necessary for ACCELA are maintained by GIS user departments per update schedule currently in place.
- c. Security and Access: The RGSC will create and implement security protocols for GIS data and access. Any procedures will be approved by the GIS IC.
- d. Ownership: All work product (including, but not limited to, map layers, database files, or other materials or assets) for use by either UTEP or the City which is/are paid for exclusively by the City or UTEP prior to or following the date of this Agreement will be owned by the entity paying for the work product.

All work product developed by either UTEP or the City for use by either UTEP or the City which is/are paid for jointly by the City and UTEP will be owned jointly by the City and UTEP in proportion to each entity's contribution to the project. If the contribution of each entity cannot be determined, ownership will be 50/50.

7. Projects: The RGSC will coordinate a set of agreeable projects selected on the basis of need and available resources with the City's GIS IC. These projects should address the City's most pressing GIS needs as identified by an RGSC review of the City's GIS practices and responsibilities and as outlined in an ESRI review of such activities.

8. The RGSC will coordinate with the City of El Paso Engineering Department in the completion and implementation of the City's monumentation project.

9. Customer service: The RGSC will assign CITY GIS staff to be present during regular working hours at City Hall to respond to information requests from the public, City departments, and the Mayor and City Council; desktop support (i.e. client support); and other basic GIS support issues. The City holiday schedule will apply to these employees. City will provide appropriate office space and equipment, telephone, computer and other related business equipment and supplies usually provided to City staff.

Exhibit B: GIS Interlocal Agreement between the City of El Paso and the University of Texas at El Paso

BUDGET SUMMARY

PRINCIPAL INVESTIGATOR: Raed K Aldouri
PERIOD: From 9/1/2010 to 8/31/2013
TITLE: Enterprise GIS for the City of El Paso
AGENCY: CITY OF EL PASO

	Year 1	Year 2	Year 3	Total
A SALARIES AND WAGES - SENIOR PERSONNEL				
1 Raed K Aldouri (Yrs1-3)2.0mos@100.0% (Yrs1-3)2.0summos@100.0%	32308	33277	34275	99860
SUBTOTAL	32308	33277	34275	99860
B OTHER PERSONNEL				
1 Post Doctoral	0	0	0	0
2 Other Professional (Yrs1-3)5.0mos@100.0%	21995	22655	23334	67984
3 Graduate Students (Yrs1-3)12.0mos@50.0%	18540	19096	19669	57305
4 Undergraduate Students (Yrs1-3)52.0wks@19.0hrs	10176	10482	10796	31454
5 Secretarial/Clerical	0	0	0	0
6 Other Personnel	0	0	0	0
TOTAL - SALARIES AND WAGES	83019	85510	88074	256603
C FRINGE BENEFITS				
1 FACULTY AND STAFF	15036	15336	15644	46016
2 STUDENTS	3539	3544	3549	10632
TOTAL FRINGE BENEFITS	18575	18880	19193	56648
D TOTAL - SALARIES AND WAGES/FRINGE BENEFITS	101594	104390	107267	313251
E EQUIPMENT				
1 Server	6704	0	0	6704
TOTAL - EQUIPMENT	6704	0	0	6704
F TRAVEL				
1 DOMESTIC	3450	3780	2431	9661
2 FOREIGN	0	0	0	0
TOTAL - TRAVEL	3450	3780	2431	9661
G PARTICIPANT SUPPORT COSTS				
1 STIPENDS	0	0	0	0
2 TRAVEL	0	0	0	0
3 SUBSISTENCE	0	0	0	0
4 TUITION AND FEES	0	0	0	0
TOTAL - PARTICIPANT COST	0	0	0	0
H OTHER DIRECT COSTS				
1 MATERIALS AND SUPPLIES	500	1000	1000	2500
2 PUBLICATION COSTS	500	500	500	1500
3 CONSULTANTS	0	0	0	0
4 COMPUTER SERVICES	0	0	0	0
5 SUBCONTRACTS	0	0	0	0
6 OTHER COSTS	2500	5000	3500	11000
<i>Software</i>	2500	5000	3500	11000
TOTAL - OTHER DIRECT COSTS	3500	6500	5000	15000
I TOTAL DIRECT COSTS	115248	114670	114698	344616
J INDIRECT COSTS 10.0% Modified total direct cost	10854	11467	11470	33791
K TOTAL ESTIMATED COSTS	126102	126137	126168	378407

All personnel transactions required to fulfill the provisions of this proposal will be made in accord with, and will be governed by, the appropriate University Personnel Policies and Regulations. All salary increases will conform to University policies, subject to the availability of funds. No officer, member, or employee of the University and no other public officials for the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this project which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this project or the proceeds thereof.