

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

DEPARTMENT: Development and Infrastructure Services – Information Technology Department

AGENDA DATE: December 22, 2009

CONTACT PERSON NAME AND PHONE NUMBER:
Patricia Aduato, 915 541-4855; John Neal, 915 541-4746

DISTRICT(S) AFFECTED: All

SUBJECT:

That the Mayor be authorized to sign an Interlocal 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 and that the City Manager be authorized to effectuate all documentation related to the inter-local agreement including reorganizing functions to other departments, including any related budget transfers.

BACKGROUND / DISCUSSION:

This Interlocal Agreement would result in the County's IT Department and some County personnel providing management and technical assistance to the City's IT Department. Most importantly, the County's Chief Technology Officer would provide overall oversight and direction of the City's IT Department, including management of the City's IT Director. This Agreement comes following an intense effort by the respective governmental staffs to forge an arrangement that would increase operating efficiencies, leverage infrastructure overlap, and lay the groundwork for possible additional consolidation. The deliberations were led by the City's Strategic Plan Consultant – LBL Technologies Partners.

The Agreement provides for a three (3) year term, automatically renewable and a base payment to the County of \$163,774 per annum. The amount may be adjusted administratively every six (6) months based on actual resources provided within the framework and conditions of the Agreement.

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING:

\$164,000±

General Fund, IT Department's Budget. County compensation to be paid by unfilled senior managerial vacancies within the IT Department.

BOARD / COMMISSION ACTION: N/A

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

DEPARTMENT HEAD:



Patricia Aduato, Deputy City Manager
Development and Infrastructure Services

Information copy to appropriate Deputy City Manager

RESOLUTION

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

That the Mayor be authorized to sign an Interlocal 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 and that the City Manager be authorized to effectuate all documentation related to the inter-local agreement including reorganizing functions to other departments, including any related budget transfers.

APPROVED this 22nd day of December, 2009.

THE CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



John R. Batoon
Assistant City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into on last listed approved date below 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, the City, in an effort to improve the operational efficiency and level of technology within its Information Technology Department, desires to engage the County to perform management services for the City's Information Technology Department; and whereas the County possesses the expertise and experience to perform such management 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, parties hereto agree as follows:

1. SCOPE OF SERVICES.

A. The County shall provide professional information technology management services. Such management services shall include, but not be limited to, the placement and

direction of the City's Director of Information Technology, management and oversight of the City's Information Technology Department, which shall include but not be limited to:

1. Management and oversight of data and voice communications infrastructure.
2. Management and oversight of server and data storage equipment.
3. Management and oversight of desktop equipment and software.
4. Management and oversight of the City's information system assets.

B. The County agrees to perform the specific information technology services as set forth in the attached "Exhibit A" and incorporated herein by reference.

C. The County and City each agree it will keep accurate records of all services provided to the other pursuant to this Agreement as part of its routine data collection process and shall report such activities in its standardized records format to the other, on a regular basis, not less than once per quarter.

D. It is understood and agreed to between the parties of any portion of this Agreement providing for the delivery of information technology management services for which appropriate legal authority has not been granted to the County, shall be null and void and of no force and effect, and the County shall not be obligated to provide such services.

2. LOCATION OF PERFORMANCE.

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

3. TERM.

This agreement shall commence on or about January 1, 2010, and remains in effect thereafter through December 31, 2013. The term of this Agreement shall automatically renew for a 3 year period unless terminated as herein provided.

4. **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. *All privileges and immunities.* All privileges and immunities from liabilities will become exemption from laws, ordinances and rules, pension, relief, disability, workers' compensation, and other benefits which apply to the activities of the officers, agents, or employees of the County when performing a function under this contract, shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement.

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.

5. **TERMINATION.**

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

6. 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.

7. 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.

CITY OF EL PASO

John F. Cook, Mayor

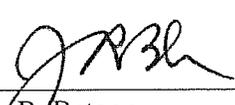
APPROVED this _____ day of November, 2009.

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

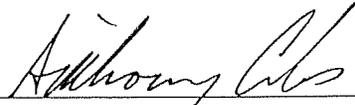


John R. Batoon
Assistant City Attorney

Joyce A. Wilson
City Manager

(Signatures continue on the following page.)

COUNTY OF EL PASO

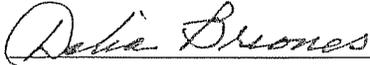


Anthony Cobos
County Judge

APPROVED this ____ day of November 2009.

ATTEST:

APPROVED AS TO FORM:



County Clerk



Cygne Nemir
Assistant County Attorney

**EXHIBIT A
 INTERLOCAL AGREEMENT BETWEEN
 EL PASO COUNTY AND THE CITY OF EL PASO FOR
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In an effort to improve the operational efficiency and the level of technology within the City, the City is entering into an interlocal agreement with El Paso County (EPC, the County IT or the County) for Information Technology services. The County will be responsible for moving the City to the highest level of technology efficiency and operation as may be practical, to realize economies of scale by jointly developing, operating, maintaining, and enhancing information technology projects and resources.. The County will provide oversight of the City of El Paso's IT Department up to and including, the placement and direct supervision of the City's Director of IT (the IT Director). The oversight of the City of El Paso's IT Department will also comprise the County providing overall IT planning and general oversight of the City's Information Technology (IT) environment including, but not limited to:

- data and voice communications infrastructure,
- server and data storage equipment,
- desktop equipment, software, and
- other information system and information assets.

In addition to the foregoing, the County and the City wish to explore consolidation of City and County IT responsibility under one department serving both entities. Both parties recognize that differences in their operational structure and governing statutes impose hurdles that must be overcome before consolidation can be successfully implemented. Nonetheless, it is recognized that consolidation may serve to create operational efficiencies that are beneficial to both entities and to the taxpayers of El Paso County.

The City and County agree that the County will provide oversight and management of the City's IT Department and that steps toward potential consolidation will be developed as the relationship between the IT Departments of the City and County successfully work together. If operations suggest that consolidation will be mutually beneficial, this contract will provide the framework through which the strengths of both IT Departments may be blended into one.

The County's IT Chief Technology Officer (hereafter "CTO") and Director of Information Technology will be deemed to be the City's IT subject matter experts and will provide the City with general business analysis services and general project management services. Additionally, when necessary due to overload situations, the County will provide onsite support including support of servers, desktops, local and wide area network, and maintenance and support of third party software. In addition, these overload situations can extend to the County's providing support of the City's telephone system. Note that when the County is used in these overload situations; County staff time will be charged for as authorized by the City.

The various detailed responsibilities and provisions are outlined below.

1.0 General Provisions

1.1 City IT Director

As part of providing IT Management to the City of El Paso, the County CTO will recommend a suitable IT Director to be hired by the City. The IT Director will be employed at the sole expense of the City. The IT Director will provide the active day-to-day management of the City's IT Department for and on behalf of City. The IT

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Director will reside in the El Paso area and his performance of IT management for the City will be performed on a full time basis. The City and the County agree that the IT Director will not engage in any outside employment without the prior express written approval of the City Manager.

The County will obtain approval of the final IT Director candidate from the City prior to presenting an offer to the candidate; approval from the City will not be unreasonably withheld. The City Manager or her designee will have an opportunity to review the resumes of all candidates and to perform appropriate interviews with the candidates prior to issuing an approval.

A job description with minimum requirements for the IT Director is included as Exhibit A.

Additional items related to the IT Director include:

- The City will provide appropriate input to the City IT Director's performance reviews performed by the County CTO. In addition, the City reserves the right to take disciplinary action against the City IT Director as necessary, up to and including termination. .
- Within thirty (30) days of the IT Director assuming duties with the City, the County CTO and County IT Director will develop monthly metric reporting requirements for the City IT Director. The City IT Director will be responsible for providing the County with the monthly metric report within fifteen (15) days of each month's end. The County CTO will summarize the monthly metrics reports and provide a quarterly report to the City.

Sample metrics are included as Exhibit B.

1.2 City's and County's Rights to Audit and Inspect

The activities performed by County IT and on behalf of the City are subject to controls as if they were performed by the City itself. Therefore, the County will provide IT audit access rights to the City and/or its designated independent audit firm to conduct audits of the County records pertaining to the execution of duties under this Agreement, City's IT infrastructure, existing shared County/City infrastructure, and any future shared County/City infrastructure. In the event that a need arises for the County to audit City records related to the performance of this contract, the City will provide similar IT audit access rights to the County.

1.3 Ownership of Developed Applications

All applications/software developed by either the County or the City for use by either the County or the City which is/are paid for exclusively by the City or the County will be owned by the entity paying for the development.

All applications/software developed by either the County or the City for use by either the County or the City which is/are paid for jointly by the City and the County will be owned jointly by the City and the County in proportion to each entity's contribution

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to the project. If the contribution of each entity cannot be determined, ownership will be 50/50.

In addition:

- The owner of the applications/software will retain the source code and related libraries for all applications/software - If ownership is shared, both entities will be entitled to retain the source code and related libraries;
- All applications/software developed will be documented in accordance with best practices and standards; and
- All applications/software developed will use a formalized System Development Life Cycle (SDLC) process.

1.4 Agreement Prior to Sharing Services

Any joint County/City cooperative shared services or facilities will be performed under a separate agreement with the City prior to their undertaking, deployment and/or implementation. This includes but is not limited to:

- Co-located data center facilities and the related infrastructure
- Wide area networking backbone connectivity and the related infrastructure
- Application/software development efforts
- Application/software/operating system acquisition/licensing efforts

1.5 Key Staff

The County CTO must notify the City in writing thirty (30) days prior to any planned replacement or turnover of key management staff, (hereafter “Key Staff”) as defined below. For any unplanned replacement or turnover of Key Staff, the County should notify the City in writing within seventy two hours of receipt of notification. Further, if there is a change in Key Staff, the City must be involved in the selection of the replacement of the respective position.

For the purposes of this agreement Key Staff will be those holding the following positions:

- County CTO
- County Director of IT
- City Director of IT

1.6 Observation of Legal Obligations

The County IT and the City IT are obligated to meet all legal requirements applying to the activities of the other entity and to comply with acts and regulations pertaining to the functions it undertakes on behalf of the other entity. This includes but is not limited to:

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- The Key Staff will develop City IT Policies and Procedures in order to adequately protect the City's IT assets, including segregation of duties.
- The County CTO and County IT Director will provide analysis of City systems and develop and document steps necessary to achieve disaster recovery. Note that it is understood that full disaster recovery will probably not be available until applications are placed in a new Data Center and a redundant site is established and systems implemented.
- The County will maintain complete and accurate records with respect to all costs and expenses incurred by the City under the agreement. All such records will be clearly identifiable. The County will allow a representative of City to examine, audit and make transcripts or copies of such records and any other documents created pursuant to the agreement. The County 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 the agreement. These same provisions apply reciprocally should the City provide IT services on behalf of the County.

1.7 Office Space

As necessary the City will provide appropriate office space for County IT personnel.

As necessary the County will provide appropriate office space for City IT personnel.

2.0 Project Phase-in

Both the City and the County understand that there will be a 90 day phase-in and discovery period during which the County CTO and County IT Director will review and gather documentation of existing City IT systems and infrastructure, IT initiatives and projects, management reporting structure, IT staff skills and other necessary items. There will also be meetings with City users in order to analyze City needs and goals.

During the phase-in City IT staff and Key Staff will participate in:

1. Obtaining and/or developing a complete description of all City's IT Services and dependencies for use in further analysis.
2. Identification of all mission critical services including computing and telecom and major functions performed by IT.
3. Meeting with various City user departments to document their needs and identifying potential projects and future goals. This task will be performed by the County's Senior Business Analyst at the expense of the City, to be billed by the County based upon the rate matrix set forth in paragraph 11.0.
4. Performing a tactical discovery process of all the major weaknesses within the current IT environment through a detailed risk assessment.

Major areas of focus include but are not limited to:

- Computer Operations
- Network Operations

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- Technical Services
 - Office Organization
 - Application Programming Services
 - Helpdesk Services
5. Taking a complete inventory of staff strengths and weaknesses. Identifying potential training opportunities. Note that all current staff at the time of this agreement must be given a reasonable opportunity to perform, i.e., a minimum of a ninety (90) day discovery period prior to discharging and/or reassigning. Once completed, the City IT Director with the approval of the County CTO can hire, discharge, or reassign IT Department employees, including any employees under contract to the City.
6. Directing the City's core IT team to document systems and networks, in order to identify upgrade opportunities and weaknesses that could be potentials for outages.
7. Reviewing detailed IT operating and capital budgets, maintenance contracts, services, etc for potential areas of savings. Note that it is the County's intent to review all purchase orders issued in the past year.
8. Analyzing the City's existing hardware infrastructure and developing appropriate business cases for the purchase of appropriate equipment to insure cost effective solutions. This includes the potential for the consolidation to a central location for all:
- remote servers,
 - DNS, and
 - tape backup systems.
- In addition, this process will be used to develop a business case for the construction of redundancy into the City's infrastructure and eliminating single points of failure, as well as, the improvement of the City's IT monitoring tools.
9. Development of processes for tracking risks and weaknesses and assigning priorities.

As discovered, projects to improve the City's IT performance and service will be presented to the City's Information Technology Steering Committee for approval and prioritization (the City's normal process for approval and governance).

Note that where a need to improve IT performance and service is adequately demonstrated, and appropriate funding can be made available or no funding is required, the City's Information Technology Steering Committee City will not unreasonably withhold approval.

3.0 Employer Status

3.1 City IT Department Personnel

The City will remain the employer of the City's IT staff. The City IT Director with approval of the County CTO will effect the hiring, discharging, and/or reassigning all IT Department employees, including any employees under contract to the City.

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City IT staff are under contract; therefore, the City IT Director with oversight by the County CTO may review all staff in the context of when their contracts are scheduled to expire and advise as to whether the staff member's contract should be renewed or not.

With respect to project phase-in, Section 2.0 above, all current staff at the time of agreement initiation must be given a reasonable opportunity to perform, which shall be a minimum of a ninety (90) day discovery period.

Employee management decisions are to be made by the City IT Director, with approval by the County CTO, in compliance with the City's rules processes and procedures. The City will be solely responsible for all matters relating to wages, hours of work, and working conditions and for and payment of employees, compliance with social security, payroll taxes and withholdings, unemployment compensation and all other requirements relating to such personnel matters. The City will provide the Key Staff with Texas Law Enforcement Telecommunications System (TLETS) background checks of all City IT staff.

3.2 County Personnel

The County will be solely responsible for all matters relating to wages, hours of work, and working conditions and payment of employees of the County Personnel, including, but not limited to, compliance with all social security, all payroll taxes and withholdings, unemployment compensation and all other requirements relating to such County personnel matters.

4.0 IT Governance

4.1 Governance Structure

Key Staff will observe a City IT Governance structure where prioritization of IT initiatives and fiscal and budget programming will be set by appropriate management within the City. This includes but is not limited to carrying out directives from an:

- IT Steering Committee (see Exhibit C – Sample Information Technology Steering Committee Charter)).

Within the City, the County CTO will report to both the City Manager and the Deputy City Manager of Development & Infrastructure Services.

The IT Steering Committee will meet monthly.

The City Manager per City Charter is the appointing authority for all department heads (even if that is via a management services agreement); however, all departments report to a Deputy City Manager (hereafter "DCM") for day-to-day, operational purposes. In this case, the DCM for Development and Infrastructure would oversee the administration and compliance of this contract.

As part of this agreement, the County CTO will be required to attend monthly portfolio meetings with the City Manager and report to the IT Steering Committee on a monthly basis at its regular monthly meetings.

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The City IT Director will interact with the DCM on a more frequent basis for purposes of coordination, assistance with other City agencies and departments, and resolution of general questions. If there are disagreements between the DCM and the County CTO on any issue, that issue may be reviewed by the City Manager via the Steering Committee or independently by the CTO; however, the DCM shall be informed of all matters arising under this agreement.

- IT Change Control Board See sample charter in Exhibit D)
- Service level agreements with the user departments.

4.2 Policies and Standards

The Key Staff will comply with all applicable City policies and standards when providing oversight and management to City IT. County IT personnel working on City IT projects pursuant to the terms of this contract will comply with all applicable City policies and standards. In addition, where County IT policies and guidelines conflict with those of the City, the City guidelines will prevail with respect to management and oversight of the City IT Department.

County IT will adhere to the City's existing and future security policies and procedures, unless those policies or procedures are less stringent than those required by the County. In such circumstance, the applicable security policy or procedure of the County will apply

4.3 Asset Ownership

Unless otherwise formalized in additional agreements between the City and the County, the City and the County will each own all information assets currently owned or subsequently acquired by that entity to include:

- Computing hardware & software,
- data storage,
- communications infrastructure, and
- all other items otherwise classified as information assets.

4.4 Monitoring of SLA Compliance

The City IT Director will monitor performance under the Service Level Agreements and provide the County CTO with a weekly overview and event analysis report.

The County CTO must proactively report any incidents or failure of controls to the City's IT Steering Committee on a timely basis.

4.5 Use of Subcontractors

The City understands that from time to time the Key Staff will recommend the use of subcontractors for certain IT services provided to the City. The County CTO or his/her designee shall obtain the approval for the use of any subcontractors with

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appropriate City management prior to the use of the subcontractor's services. In addition, all subcontractors will be held to the same set of policies and procedures as those of the City's IT.

5.0 IT Tactical Oversight

The County CTO will provide IT tactical oversight of the City's IT program including but not limited to:

5.1 Responsibility for Identifying IT Trends and Issues

The County CTO will be responsible for identifying trends in using information technology for municipal service delivery including identifying solutions to support City's strategic IT goals and objectives.

5.2 Other IT Tactical Oversight Responsibilities

The County CTO will also be responsible for the following IT tactical oversight responsibilities:

- identifying critical integration issues based on current projects and future initiatives;
- providing executive level project oversight to IT projects;
- recommending policies procedures and standards for implementation and use in IT;
- providing input and review of Requests for Proposals (RFP) and by assisting the City IT Director with vendor negotiations on IT projects;
- providing recommendations for additional services to provide enhanced IT services to support the vision of IT for the City;
- assisting the City IT Director with yearly budget recommendations identifying hardware and software needs, and recommending equipment and software upgrades;
- provide final review and recommendation of the IT budget prior to submission to the City Manager; and
- assisting, either directly or through his designate, in presenting the final City IT budget to the City Council as may be required by the City Manager.

5.3 Responsibility for Attendance at Meetings

Key Staff will attend IT Steering Committee (See sample charter in Exhibit C) meetings and Change Control Board (see sample charter in Exhibit D) meetings as required. Other County IT staff or managers may attend these meetings from time to time, as necessary.

5.4 Required County Activities Related to Tactical Oversight

In addition to the other duties set out in subsection 5, the County CTO, or his designee shall make:

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- yearly budget recommendations to the City Manager and DCM, and
- quarterly presentations on status, to include reports noted in Exhibit B, Performance and Reporting Standards, to the IT Steering Committee .

6.0 Project Management

The County CTO may provide experienced County IT project managers on an as available basis for appropriate Special Projects from vendor selection to implementation.

6.1 Project Management – Special Project Status

Project Management for the purposes of this agreement will be classified as management services provided by County IT personnel for “Special Projects” as defined in Section 13.0 below. As in other Special Projects, the County CTO will provide a Business Case for the proposed project, an estimated number of management hours required, and the hourly rate to be charged for any County IT project manager assigned to the project. It will be the responsibility of the County IT Project Manager to oversee the work of City IT staff and/or third party vendors.

6.2 Deliverables Associated with Project Management

Deliverables associated with project management include the entire range of deliverables associated with project management.

6.3 Development of Project Managers from City IT staff

The County CTO may recommend, as part of the Business Case for a Special Project, that a member of the City’s IT staff be designated to work with the County’s Project Manager in order to develop City IT project manager(s) for assignment to future Special Projects.

7.0 GIS (Optional at the City’s Discretion)

The Key Staff will provide oversight of the City's Geographic Information System (hereafter “GIS”) projects, consistent with the parameters previously set out in this agreement for oversight and management of other services provided by City IT personnel. City GIS is a central function of the IT Department and is used on a cross-departmental basis.

7.1 GIS Oversight Responsibilities

GIS oversight will include but not be limited to the following:

- oversight of the update and maintenance of address database and GIS data layers;
- oversight of the preparation and generation of any and all required maps;
- other duties as required related to GIS;
- facilitating a subgroup of the Technology Oversight Committee on GIS; and
- overseeing special projects related to GIS.

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7.2 Deliverables Associated with GIS

Deliverables associated with GIS include but are not limited to:

- facilitating GIS Committee meetings; and
- providing updates on the progress of GIS projects to the IT Steering Committee.

8.0 Help Desk

8.1 Help Desk Oversight and 2nd Level Support

The County Help Desk Supervisor will provide help desk oversight to the City IT Help Desk personnel. Help Desk support for both the County and the City may be located in County facilities. The City will provide staffing for first and second level help desk support. For purposes of this agreement:

- 1st Level Support means support services including defect remediation, help desk user support; server/system support; desktop support for help desk users; setting up security settings for new users and modifying security settings for existing users, and
- 2nd Level Support means support services including defect remediation after initial troubleshooting by City technical staff.

The County may provide second level help desk support as backup and as authorized by the City. Compensation to the County for providing 2nd Level Support backup services will be in addition to the amount stated in the pricing grid set out in Section 11 of this agreement, as adjusted from time to time. The amount to be paid by the City to the County for 2nd Level Support backup services will be mutually agreed upon by the County and the City prior to performance of backup services.

8.2 Help Desk Restructuring

As soon as practical the County CTO, County IT Director and Help Desk Supervisor will work with the City's IT Department to restructure and organize the City's Help Desk function. The reorganization will include development and deployment of appropriate job descriptions, responsibilities, reporting and accountability.

8.3 Training of City Help Desk Personnel

The County Help Desk Supervisor will develop and implement a training program for City Help Desk Personnel. This training program will include but not be limited to: hardware technical issues and requirements, software technical issues and requirements, service level issues and requirements, other training as appropriate.

8.4 Minimum County Service Expectations

It is anticipated that City helpdesk personnel will resolve City helpdesk calls. The County is expected to provide the following minimum requirements:

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- providing oversight ensuring efficient daily operation of the City's helpdesk operations;
- ensuring that the helpdesk operation is supported during the City's normal business hours; and
- providing a process for the escalation of issues that the City's help desk staff cannot normally handle.

9.0 IT Acquisition Oversight and Management

The County CTO or designee will be responsible for and have final decision authority, within budgetary and purchasing constraints, for the oversight and management of procurement related to City IT infrastructure, equipment and software, unless otherwise advised by the City, as provided for in subparagraph 9.1. Purchases of City equipment and software and related third party services will be processed through the City's purchasing department.

9.1 Requirement for City Approval of Purchases

All purchases greater than \$3,000 are subject to prior City approval via the IT Steering Committee, IT Change Control Board or the Deputy City Manager.

All purchases of IT equipment, software & services will be reviewed by County CTO or designee and follow the City's appropriate approval processes detailed in this document.

9.2 Emergency Purchasing Authority

In the event a critical component within the City's IT infrastructure should fail or otherwise become disabled; the County CTO will have emergency purchasing authority to acquire and/or repair equipment with direct approval from the City Manager or the Deputy City Manager.

The County will then report the emergency acquisition along with the root cause to the IT Steering Committee and IT Change Control Board at the next scheduled meeting.

9.3 Quality Requirements for Acquisitions

The County CTO and County IT Director will oversee purchases, installation and repairs made for the benefit of the City, but the actual installation and repair will be performed by City employees unless County IT personnel or third party providers are hired to perform the services. Purchases, installation, and repairs will be subject to the following requirements:

1. Replacement components will be of equal or better quality. In as much as the cost of these products varies dramatically it is incumbent on the County CTO to insure the purchase of the best quality at the best possible price. In addition the County CTO will:
 - Set standards for the purchases of hardware and software.

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- Approve all quotes for IT products and services provided to the City Departments.
 - The County CTO will ensure that vendors meet the following requirements:
 - Parts and Labor: Charges for parts and labor services are to be billed in accordance with specifications.
 - Repairs: Whenever possible, repair work is to be performed onsite at City facilities where the equipment is located. If practicable, on-line servicing may be substituted where cost/time is effective.
 - Manufacturer Warranties: All appropriate, applicable and valid manufacturer warranties are to be honored.
 - Labor Warranties: Whenever either the County's IT or the City's IT performs work for the other entity, the entity performing the work will warranty all labor for services performed by it as part of this agreement for a period ninety (90) days. The County's/City's sole responsibility is to re-perform the work.
2. All equipment will be tagged with City asset tags per City policies and tracked accordingly.

City and County staff will abide by City purchasing and invoicing policies and applicable statutory provisions when purchasing for the City and will abide by County purchasing and invoicing policies and statutes when purchasing on behalf of the County. Requisitions, purchase orders and invoices will be utilized as appropriate.

9.4 Activities Related to Purchasing and Acquisition

Activities to be performed by the Key Staff related to purchasing and acquisitions include but are not limited to:

- overseeing all hardware, software and service purchases by the City and where necessary negotiating the best possible pricing on behalf of the City;
- overseeing all repairs and where necessary affecting repairs on behalf of the City; and
- documenting all purchases on behalf of the City.

9.5 Acquisition of Outsourcing Services

Where the County and/or City sees benefits in commercially outsourcing individual IT services, functions and processes; a Business Case will be developed to demonstrate effectiveness, timeliness and cost benefit. The Business Case will be presentation the City's Information Technology Steering Committee for approval and prioritization.

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10.0 Operation and oversight of the City's network.

It is anticipated that City IT personnel will be responsible for the day-to-day operation of the City's network. The Key Staff will be responsible for the general oversight and management of the City's network and network related personnel.

10.1 Review, Evaluation and Management

The Key Staff will provide oversight and appropriate evaluation of the City's network and network personnel to ensure optimum operations and security. In addition, the Key Staff will assure appropriate management over authentication, rights management and thus control over network access including but not limited to:

- new user account creation,
- disabling or deleting obsolete user accounts,
- assigning security permissions,
- issuing VPN access where appropriate, and
- vendor account creation.

10.2 Oversight of Network Services, Maintenance and Support

The Key Staff will be responsible for the oversight of network services and ensure that appropriate maintenance, support and documentation is provided by City network personnel. Network oversight includes but is not limited to:

- network printing,
- email administration,
- appropriate update, maintenance and control of documentation,
- server management and maintenance,
- firewall administration support,
- Internet and Intranet support, and
- network outages mandatory response and resolution times.

As part of their oversight, the Key Staff will assist in the establishment of configuration standards for network, desktop computers, printers, etc.

10.3 System Backups

Presently there are City departments with applications on servers without any redundancy. The County CTO and County IT Director will work to assure redundancy of servers and appropriate backup of all servers according to a schedule agreed to by the City.

10.4 Annual Penetration/Vulnerability Testing

The Key Staff, using City IT personnel, will perform or contract to perform an annual external penetration test for the City's network.

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10.5 Activities Associated with Network Oversight and Management

The activities associated with the County's network oversight and management of the City's network infrastructure includes but is not limited to backups of all servers and data.

11.0 Charged and Associated Fee Pools

The fees paid to the County for IT Management, other County IT services, reimbursements authorized under this contract, and Special Projects approved pursuant to the terms of this contract will be considered separate from any other County / City transaction. Therefore, fees paid for IT Management, other County IT services, reimbursements authorized under this contract, and Special Projects will have no impact on other fees charged to the City by the County or to the County by the City. Charges for IT related services and purchases will be billed monthly by the County and payment will be due from the City in 60 days. When there are charges for IT related services and purchases from the City to the County, those charges will be billed monthly by the City and payment will be due from the County in 60 days. When both the City and the County have provided billable IT services and/or purchases to the other during a single monthly period, the entity owing the greatest sum of money may reduce or offset its payment by the amount it is due from the other entity in lieu of both entities making a payment to the other.

Fees paid the County for the services provided will be separated into three pools:

- **Cost Recovery Fee Pool** (to begin upon approval and signature of the interlocal agreement)

The Cost Recovery Fee Pool will be the salaries and benefits for County staff dedicated to the City on a full or part-time basis and, in the future, may include City staff dedicated to the County on a full or part-time basis.

The initial Cost Recovery Fee Pool is presented in the table below. All positions may have their time allocations and salaries reviewed every six (6) months and administratively adjusted for compensation to the County or, if applicable, to the City under this Agreement. Positions may be administratively added to or deleted from the Cost Recovery Fee Pool as service needs change, as long as each entity stays within the boundary of its respective budget. Changes which cause an entity's annual IT budget require approval of the affected governing body.

Position	Salary & Benefits	Percent Assigned to City	Annual Cost	Ref .	Notes
Management					
City IT Director	N/A	0%	\$0		(Hired by the City)
County CTO	\$189,435	40%	\$75,774	2	The time allocation and salary will be

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					reviewed and may be adjusted administratively every six months.
County IT Director	\$154,259	5%	\$7,713	1	The time allocation and salary will be reviewed and may be adjusted administratively every six months.
County Systems/Technical Manager	\$102,355	20%	\$20,471	3	The time allocation and salary will be reviewed and may be adjusted administratively every six months.
County Network Planning Manager	\$115,142	15%	\$17,271	5	The time allocation and salary will be reviewed and may be adjusted administratively every six months.
Support (Permanent)					
Senior Business Analyst	\$87,607	40%	\$35,043		The time allocation and salary will be reviewed and may be adjusted administratively every six months.
Help Desk Supervisor	\$75,015	10%	\$7,502	4	Tied to 8.1 and 8.3 in the agreement. The time allocation and salary will be reviewed and may be adjusted administratively every six months.
Total			\$163,774		

1. County IT Director will be responsible for assisting and oversight of:
 - a. Staff evaluations;
 - b. Budget review and preparation;

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- c. Contract review and preparation;
 - d. Review, negotiation and other items related to maintenance agreements;
 - e. Review, negotiation and other items related to outsourcing agreements; and
 - f. Assisting in special project implementation and review.
2. County CTO will be assigned to oversight; therefore, his role will be limited to that of monitoring.
 3. County Systems/Technical Manager will perform the major initial review of the City's IT system and will oversee implementation of any recommended changes with respect to the NOS, SAN, and Microsoft software.
 4. Following the initial ninety (90) day phase-in period set out in subsection 2.0, the County's Help Desk Supervisor will continue to act as a mentor and supervisor for the City's Help Desk personnel.
 5. County Network Planning Manager will perform major initial review and implementation with respect to the Telecom.

- **Project Fee Pool**

The Project Fees Pool will be for specific projects that the City directly authorizes the County to undertake. These projects will be bid separately and are described further in Section 13.0 below.

The current project hourly rates for a representative sample of potential services are presented in the table below. Other hourly rates may vary based upon the type and complexity of the project.

Hourly by Project as Required	Charge
Network Administrator (wireless)	\$40 per hour
Trainer in Microsoft Office	\$35 per hour
Senior Programmer/Analyst	\$60 per hour
Senior Systems/Technical Administrator	\$55 per hour

-

- **Award Fee Pool**

The Award Fee Pool is an incentive payable to the County for productivity. The Award Fee Pool will be 10% of the Cost Recovery Fee Pool. The Award Fee Pool will be adjusted downward for failure to meet required service levels set forth in section 12.0, as follows.

12.0 Master Service Level Agreement

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12.1 Master Service Levels and Penalties

The service requirements of the City are presented in the table below. When service levels fall below the thresholds identified in the table, liquidated damages will be assessed against the County as presented. Liquidated Damages shall only apply to the monthly Award Fee Pool. In addition, the County CTO and the County IT Director will work to resolve service problems and report progress to the City. In the event that service does not improve, a joint meeting between County CTO, County IT Director and the City's IT Steering Committee will convene. This meeting will be used to discuss and resolve problems that have resulted in diminished service up to and including dissolution of the contract for City IT management by the County. A comprehensive report that documents the results and resolutions of these problems will be published and distributed to the City Manager and to the County Auditor.

Function / Application	Service Requirement	Penalty (Liquidated Damages) for Noncompliance
Email	<p>The EMAIL production system will be available not less than 95% of the time, as measured on a monthly basis. Unscheduled outages will not exceed 5% of the time on an annual basis.</p> <p>Scheduled Maintenance Window: A maintenance window can only occur once per month (unless an emergency replacement are needed) between the hours of 10:00PM to 5:00AM during the work week and 3:00PM to 8:00AM on weekends with 40 hour prior notification.</p> <p>Project Specific Downtime: Project specific downtime will be allowed as scheduled with appropriate management responsible for the functional area.</p>	<p>Reduction in the monthly Award Fee by 5% for each month of noncompliance. Note that the net percentage downtime and/or reduction may be adjusted based on the information obtained during the project phase-in.</p>

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Function / Application	Service Requirement	Penalty (Liquidated Damages) for Noncompliance
Production ERP Systems	<p>Computer Systems will be available 95% of the time, as measured on a weekly basis.</p> <p>Scheduled Maintenance Window: A maintenance window can only occur once per month (unless an emergency replacement is needed) between the hours of 6:00PM to 5:00AM with 40 hour prior notification.</p> <p>Project Specific Downtime: Project specific downtime will be allowed as scheduled with appropriate management responsible for the functional area.</p>	Reduction in the monthly Award Fee by 5% for each instance cumulative for the month of noncompliance. Note that the net percentage downtime and/or reduction may be adjusted based on the information obtained during the project phase-in.
Major Public Safety Systems (police and fire systems)	<p>Computer Systems will be available 98% of the time, as measured on a weekly basis.</p> <p>Scheduled Maintenance Window: A maintenance window can only occur upon approval and appropriate scheduling from the appropriate Public Safety official.</p> <p>Project Specific Downtime: Project specific downtime will be allowed as scheduled with appropriate management responsible for the functional area.</p>	Reduction in the monthly Award Fee by 10% for each instance cumulative for the month of noncompliance.
Voice System	<p>The Voice production system will be available not less than 99% of the time, as measured on a weekly basis.</p> <p>Unscheduled outages will not</p>	Reduction in t the monthly Award Fee by 10% for each instance cumulative for the month of noncompliance. Note that the net percentage

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Function / Application	Service Requirement	Penalty (Liquidated Damages) for Noncompliance
	<p>exceed .5% of the time.</p> <p>Scheduled Maintenance Window:</p> <p>A maintenance window can only occur once per month between the hours of 10:00PM to 5:00AM with 40 hour prior notification.</p> <p>Project Specific Downtime:</p> <p>Project specific downtime will be allowed as scheduled with appropriate management responsible for the functional area.</p>	<p>downtime and/or reduction may be adjusted based on the information obtained during the project phase-in.</p>
<p>Network Systems – including routers, switches, firewalls and other communications equipment.</p>	<p>Network Systems will be available 99% of the time, as measured on a weekly basis. Unscheduled outages will not exceed .5% of the time.</p> <p>Scheduled Maintenance Window:</p> <p>Maintenance windows can occur on a quarterly basis for the core infrastructure and on a segment by segment basis (unless an emergency replacement is needed), between the hours of 7:00 PM and 6:00 AM with 40 hour user notification and where necessary management approval.</p> <p>Project Specific Downtime:</p> <p>Project specific downtime will be allowed as scheduled with appropriate management responsible for the functional area.</p>	<p>Reduction in the monthly Award Fee by 5% for each instance cumulative for the month of noncompliance.</p>

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Function / Application	Service Requirement	Penalty (Liquidated Damages) for Noncompliance
IT Steering Committee (or similar governance body) and IT Change Control Board	The County will have a representative at the weekly meetings of the IT Steering Committee (or similar governance body) and the IT Change Control Board. The County will abide by the determinations of these governing bodies.	Reduction in the monthly Award Fee by 1% for each month and each meeting.

Exceptions to Penalties and to Service Requirements will be made for natural disasters, i.e. flood, high winds, major power outage, natural disasters, terrorist acts, acts of God, and other events outside of the control of City and County IT personnel.

12.2 Service Level Assumptions

Service levels are based upon the following assumptions:

- City IT personnel will be available during holidays, nights and weekends to assure uptime of City IT services.
- Periodic database and application maintenance will be negotiated with the City in advance of any performance of services by City personnel. These mutually agreed upon times will be subtracted from the scheduled availability of services.
- All application enhancements must be communicated to and coordinated with the City and will be incorporated into the system via procedures in place. System shutdowns to install enhancements will be subtracted from the scheduled availability.
- Renegotiation of the Master SLA requires both the City and County approval.

In addition, where the master service levels conflict with departmental SLAs the master service level defined will prevail.

13.00 Special Projects

Any special work performed by the County outside the overall management contract will be proposed by the County using the same Governance process described above. This includes the development and presentation of a Business Case. The City will then approve the project and the associated fees (based on a predetermined hourly rate). The County will not commence any work outside the overall management contract prior to receiving specific approval in writing from the City.

Fees paid for special project work will be included in the Special Project Fee pool as described in Section 11.0 above.

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Where additional consolidation may result in a benefit to the City and/or the County, a Business Case will be developed and presented to the City's Information Technology Steering Committee for approval and prioritization.

14.0 Termination of Agreement

In addition to those termination provisions otherwise provided herein, this Agreement may be terminated under any one of the following circumstances:

14.1 Termination for Convenience

This Agreement may be terminated by the City or County upon written notice, provided such notice specifies an effective date for cancellation of not less than six (6) months from the date such notice is received. The County will be paid its costs, including the contract close out costs, and Award Fee on work performed up to the time of termination. If either the City or County has any property in its possession belonging to the other, the entity will account for the same to its owner, and dispose of it in the manner the owner directs.

14.2 Termination for Fault

Either party may terminate its performance under this Agreement in the event of default by the other party or a failure by that party to cure such default after receiving notice thereof, all as provided in this. Default shall occur if a party fails to observe or perform any of its duties under this Agreement.

- If the County defaults, the City shall deliver a written notice to the County CTO describing such default. If the County CTO fails to cure the default within thirty (30) days, the City can then provide written notice to the County Judge of the City's intent to terminate this contract for cause and provide the County with the City's, proposed date of termination. Such proposed date of termination may not be sooner than the six (6) months following receipt of the notice to terminate for cause. The City, at its sole option, may extend the proposed date of termination to a later date or withdraw its notice of termination. If prior to the proposed date of termination, the County cures such default, then the proposed termination shall be ineffective. The County will only be paid for services accepted by the City through the final date of the contract, and these payments will include work done pursuant to this contract, contract close out costs and Award Fees on work performed up to the time of termination. The County will promptly submit any termination claim to the City to be paid the City.

- If the City defaults, the County shall deliver a written notice to the City Manager describing such default. If the City Manager fails to cure the default within thirty (30) days, the County can then provide written notice to the Mayor of the County's intent to terminate this contract for cause and provide the City with the County's, proposed date of termination. Such proposed date of termination may not be sooner than the six (6) months following receipt of the notice to terminate for cause. The County, at its sole

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option, may extend the proposed date of termination to a later date or withdraw its notice of termination. If prior to the proposed date of termination, the City cures such default, then the proposed termination shall be ineffective.

14.3 Effects of Termination

All duties and obligations of the City and the County shall cease upon termination or expiration of this Agreement, except that:

1. All files, records, source code and related libraries, employee records, software, and hardware that are the property of the City will be delivered at no cost to the City Manager or her designated recipient within thirty (30) days of the date of termination.
2. All files, records, source code and related libraries, employee records, software, and hardware that are the property of the County will be delivered at no cost to the County CTO or his designated recipient within thirty (30) days of the date of termination..
3. All provisions of this Agreement that expressly or impliedly contemplate or require payment or performance after the expiration or termination of this Agreement, including Special Projects, shall survive such expiration or termination. Any unpaid obligation due and owing, by either party, as of the date of termination, shall continue to be due and payable.

15.0 Neither the City nor the County waives immunity

Notwithstanding any other provision of this agreement, neither the City of El Paso nor El Paso County waives immunity. In addition, neither entity assumes liability of any type or nature by entering into this agreement, other than as specifically set forth in this agreement.

POSITION DESCRIPTION

IT Director

General Purpose

With oversight and concurrence of County CTO performs a variety of complex administrative and supervisory tasks in directing the Information Technology functions of the City and its Departments, including all electronic, records, systems, information processing equipment, software, acquisition, storage and retrieval.

Supervision Received

The IT Director works under the general direction of the El Paso County CTO.

Supervision Exercised

The IT Director exercises supervision over all City IT employees, contractors, and other department staff, either directly or through subordinate supervisors.

Essential Duties and Responsibilities

Together with County CTO & County IT management provides leadership and direction in the development of short and long range plans; collects, interprets, and readies data for studies, reports and recommendations; organizes department activities with other departments and agencies as needed.

Furnishes professional advice to top City management and department heads; delivers presentations to boards, committees, task forces, and other groups as needed.

Prepares and submits annual budget for City IT Department. Oversees and is responsible for the budget accounting and monitoring.

The IT Director announces official plans, policies and procedures to IT staff and the City staff where appropriate.

The IT Director makes certain that assigned areas of responsibility are performed within budget; carries out cost control activities; oversees expenditures in assigned area to assure sound fiscal control; prepares annual budget requests; assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time.

The IT Director establishes work procedures, prepares work schedules, and facilitates workflow; studies and standardizes procedures to improve efficiency and productivity of operations.

The IT Director provides written and oral instructions; assigns duties and checks work for exactness, neatness, and adherence to policies and procedures.

The IT Director preserves harmony among IT Department employees and contractors, settling grievances; performing or helping subordinates in performing duties; adjusts errors and complaints.

The IT Director readies a variety of studies, reports and related information for decision-making purposes.

The IT Director specifies the strategic direction of all information processing and communication systems and operations.

The IT Director furnishes overall administration and definition of all computer and communication related activities within the organization, including responsibility for supplying a

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Exhibit A – Position Description IT Director
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management role in the day-to-day operations of the Information Services functions, as well as giving direction as the department grows.

Prepares purchase requests, contracts and negotiates with vendors.

The IT Director formulates department objectives and budgets to promote the orderly and effectual capture, storage, processing and dissemination of information.

The IT Director interacts often with management on internal and external operations that are effected by the capture, storage, processing and dissemination of information including review and approval of all major contracts for services and equipment in both the agency and Information Technology groups.

The IT Director issues quarterly and annual reports on the operations of all Information Technology operations.

The IT Director prepares and maintains statements of essential policies and procedures to ensure proper documentation and communication of necessary controls.

The IT Director establishes and oversees effective working relationships with other departments, groups and personnel with whom work must be coordinated or interfaced.

The IT Director helps in evaluating the staff of all Information Technology functions.

The IT Director maintains external links to other state and local agencies to acquire assessments and share information, where appropriate.

The IT Director identifies the emerging information technologies to be incorporated, integrated and initiated within the corporation which will significantly impact the agency.

The IT Director evaluates brand-new computing technologies to ascertain potential value for the City.

The IT Director gives a source of specialized expertise that can provide for the needs of other IT activities.

The IT Director institutes pro-active organizational framework that upholds both end-user computing and IT professional computing with proper balance to maximize benefits for the City.

The IT Director oversees a diverse group of information technology and strategic planning specialists.

The IT Director gives City-wide direction on the use of emerging technologies for IT satellite operations, including other groups.

The IT Director presides over the administration and control of the IT planning and research to obtain the best possible return through innovative programs.

The IT Director identifies programs to measure benefits, particularly productivity-related, in order to assure value is being added consistent with City productivity goals.

The IT Director interfaces with external industrial and academic organizations in order to maintain state-of-the-art knowledge in emerging technologies and to heighten the City's image as a first-class organization making use of the latest thinking in this field.

The IT Director oversees procedures to assure that, for possible information technology projects of any size, a comparison is made of internal development versus purchase.

The IT Director oversees the inventory of installed or planned-to-be installed Information Technology.

The IT Director identifies and oversees the set of standards that institutes: telecommunications standards; standard languages for classes of acquired equipment; documentation procedures for different types of systems; City data dictionary, with clear definitions for when elements must be included; file maintenance standards and procedures; and examination procedure for systems developed as independent islands to assure that they do not conflict with agency needs and that any necessary interfaces are constructed.

The IT Director designates and removes direct reports, as well as endorse staff reporting to the direct reports. Included in this responsibility is the discipline, promotion, salary adjustments, etc., of staff including furnishing guidelines for all Information Technology functions within the City.

The IT Director supervises and reviews the staffing, projects and performance of all computer and communications functions of the organization.

The IT Director evaluates all contracts for computer and communication technology hardware, software and services.

Peripheral Duties

The IT Director identifies and provides appropriate information technology staff career paths throughout the organization.

The IT Director provides backup support for related positions as needed.

The IT Director represents the City at various conferences and meetings and serves as a member of various employee committees.

The IT Director performs related duties as assigned.

Desired Minimum Qualifications

Education and Experience:

- (A) Graduation from an accredited college or university with a Bachelor's degree in computer science, management information, business administration, or a closely related field; a graduate degree in business or public administration, accountancy, or related field is ideal.
- (B) Six (6) years of progressively responsible related experience, including significant management and supervisory experience; or

Necessary Knowledge, Skills and Abilities:

- (A) Considerable knowledge of information technology systems; thorough knowledge of contracting, negotiating, organization development/change management, financing, accounting, actuarial science, the political and legislative process, strategic planning, action planning and supervision are required for successful performance.
- (B) Skill in operating the listed tools and equipment; skill in time management in directing a variety of projects in addition to an understanding of the ways in which information technology can be applied within the agency. The individual should demonstrate initiative, exercise good judgment, strong profit orientation, and have the ability to achieve results through others.
- (C) Ability to efficiently and effectively manage time; ability to conceptualize, analyze, and evaluate information technology; ability to effectively supervise staff; ability to establish and maintain effective working relationships with employees, officials and

the general public; ability to effectively communicate orally and in writing.

Note that the specific items of measurement in this section will be developed subsequent to the phase-in and the hiring of the IT Director.

IT SECURITY AND DISASTER RECOVERY

- Percentage of systems that have had formal risk assessments.
- Percentage of systems that are not subject to regular security monitoring.
- Percentage of systems that have had security controls tested in the last year.
- Percentage of systems with a contingency plan.
- Percentage of systems and databases subject to regular, off-site stored backups.
- Percentage of systems that have had a contingency plan tested over the past year.
- Number of data centers that have not had a security and environmental control review over the last two years.
- Number of servers and hosts that have not had regular preventative maintenance.
- Number of critical communications links with single points of failure.
- Percentage of employees with security responsibilities that have had security training.
- Time elapsed since notification of termination and disabling of a user's account access.
- Number of security incidents.
- Number of critical security patches available, by technology used.
- Number of critical published vulnerabilities without patches.
- Number/percentage of open audit points relating to IT security and disaster recovery.
- Percentage of key subnets with firewall/IDS protection.
- Number of incidents.
- Losses due to security incidents.
- Number of critical security patches applied versus number missing.
- Number of virus infections.
- Number of invalid access attempts (successful and unsuccessful).
- Number of machines scanned for vulnerabilities versus number of machines un-scanned.
- Time-based metrics (e.g. how quickly critical patches are applied, new virus definitions are updated, new vulnerabilities are incorporated into scanning).
- Number of seats/workstations available at disaster recovery sites.

CONFIGURATION MANAGEMENT METRICS

Change Control Metrics

- Number of changes per month, by technology and application category.
- Size of change.
- Dependencies of change.
- Change interval metrics (time between changes).
- Revisions metrics (number of revisions per month).

- Percentage of changes without proper approvals.
- Number of emergency changes per month.
- Number of open audit comments relating to change control.

PROJECT METRICS

- Number of milestones.
- Number of deliverables.
- Number of resources.
- Actual versus planned task completions.
- Actual versus planned durations.
- Actual versus planned staffing profiles.
- Actual versus planned costs.
- Cost and schedule variances.
- Status of action items from lifecycle review.
- Status of trouble reports.
- Number of trouble reports opened/closed during reporting period.
- Number of requirements changes/clarifications.
- Distribution of requirements over releases.
- Size growth.
- Distribution of size over releases.
- Actual versus planned profiles of computer resource utilization.
- Actual versus planned number of personnel attending classes.
- Actual versus planned code walkthroughs.
- Product size.
- Work effort distribution.
- Requirements status (number approved, implemented, and verified).
- Percentage of test cases passed.
- Estimated versus actual duration between major milestones.
- Estimated versus actual staffing levels.
- Number of defects found by integration and system testing.
- Number of defects found by inspections.
- Defect status.
- Requirements stability (expressed as a percentage of new or changed baseline requirements).
- Number of tasks planned and completed.
- Work effort distribution.
- Estimated versus actual task duration and effort.

- Code covered by unit testing.
- Number of defects found by unit testing.
- Code and design complexity.
- Number of long schedules.
- Number of missing cost estimates.
- Length of critical path.

PRODUCTION SUPPORT

- Number of available workstations versus number of staff, contractors, and visitors.
- Number of workstations with high-speed network connectivity.
- Number of systems not subject to formal service level agreements.
- Percentage of service level agreements not monitored or audited in the last year.
- Application availability.
- Network availability.
- Bandwidth utilization percentage.
- Network data quality (e.g. error rate).
- Network performance.
- Server performance.
- Application performance.
- Delay/latency.
- Overhead.
- Network message size.
- Percentage of unresolved help desk calls over one week old.
- Time spent on outages, planned and unplanned.
- Bug fix rates.
- Server uptime.
- Application uptime.
- Database uptime.
- Network uptime.
- Percentage of scheduled jobs completing on schedule without errors.
- Percentage of jobs requiring manual restart.
- Server/CPU utilization.
- Mean Time To Failure (MTTF).
- Mean Time Between Failures (MTBF).
- Mean Time To Repair (MTTR).
- Mean Recurrence Time.

- Mean Waiting Time in Error States.
- Average time to resolve trouble calls.

WEB METRICS

- Web site visitor click activity.
- Activity by function.
- Number of Web site visits.

IT FINANCIAL AND VALUE METRICS

- Overall IT expenditures.
- Outstanding project requests (in process versus pending).
- IT budget (year by year).
- IT budget as a percentage of total revenue.
- Ratio of IT staff to total personnel.
- Servers per IT support person.
- Desktops per IT support person.
- IT expenditures by charged-back business unit.
- IT expenditures by project.
- IT expenditures by product.
- Distribution by categories of expenditures e.g. personnel, equipment.
- Comparison of expenditures, per item category: by competitors, industry averages, and sector averages.
- Return on investment.
- Net present value per IT project.
- Return on assets.
- Payback of investment.
- End user/customer satisfaction (usually a scaled measure, provided by statistically valid and reliable survey of users).

Purpose

The purpose of this charter is to establish the authority and responsibility of the Information Technology Steering Committee (IT Steering Committee) to establish and govern the City's technology infrastructure priorities, budget, policies, procedures and best practices. The IT Steering Committee's general purpose is to support the City's business and IT strategies through its oversight.

The IT Steering Committee will provide input and feedback on strategic technology direction, prioritize technology projects and tasks and review technology projects. The IT Steering Committee meetings shall be conducted every month. By working together to prioritize and track technology projects it is expected that the City will more efficiently and effectively realize the benefits of information systems. These benefits should also aid the City in moving more rapidly ahead in the technology age.

Scope

The IT Steering Committee is established to provide executive level oversight of all IT infrastructure priorities, budget, policies, procedures and best practices within the City.

Responsibilities

The IT Steering Committee must establish and provide governance for information technology for the City's technology infrastructure in order to secure all IT assets and promote the most efficient use of technology resources.

The IT Steering Committee will submit a report to the City Manager at its first meeting of each calendar year, and submit interim reports at the request of the City Manager, on the current status of the City's technology.

The IT Steering Committee will provide the final approval for the prioritization and approval of all IT initiatives. In addition, the County IT oversight (including the IT Director) and all operating units within the City that use information technology (IT) are responsible for:

- Complying with the IT Steering Committee's final approval and prioritization of proposed IT initiatives.
- Adhering to the IT policies issued by the IT Steering Committee.
- Developing and implementing, when appropriate, additional IT policies and procedures specific to their operating units.
- Promoting IT policy adherence.
- Complying with the requirements of the IT governance model adopted by the City.
- Ensuring the security of the IT systems and the network to which they are connected.
- Informing the IT Steering Committee if there are any problems with a policy or if inputs from other sources do not comply with the defined policies.
- Preventing unauthorized access to City information, personal files, and e-mail.
- Assisting in the development and maintenance of a plan for recovery of mission critical data and systems if a loss is sustained.

Each Deputy City Manager (or their designee) must take a seat on the IT Steering Committee to ensure that these responsibilities are carried out and to serve as a contact person for portfolio business units they are responsible for.

This Charter recognizes that different business units have different needs, IT resources, and levels of internal expertise. Hence, the needs and resources of a given business unit will require the voice of the related Deputy City Manager to assure that each of the business units needs are being met.

Role of a Steering Committee members

It is intended that the IT Steering Committee member will leverage their collective experiences, expertise, insight and professionalism to assure the most effective and efficient use of the City's IT assets. The IT Steering Committee members are not directly responsible for managing the IT initiatives, but providing approval, oversight and guidance. Thus, individually, IT Steering Committee members should:

- Understand the strategic implications and outcomes of initiatives being pursued through project outputs;
- Appreciate the significance of the individual projects for some or all users and major stakeholders thereby, representing their interests;
- Provide a genuine interest in the individual City IT initiatives and be an advocate for broad support for the outcomes being pursued by the individual projects;

In practice, this means that the individual IT Steering Committee members:

- Review the status of individual projects;
- Ensure the individual project's output meets the requirements of the business owners and key stakeholders;
- Help balance conflicting priorities and resources;
- Provide guidance to the project team and users of the project's outputs;
- Consider ideas and issues raised;
- Check adherence of project activities to the requirements and best interests of the City;

- Foster positive communication outside of the Team regarding the various projects progress and outcomes

Purpose

The purpose of this charter is to establish the City of El Paso (City) Change Control Board and define its scope of authority, identify the membership, and define their responsibilities.

Scope

The City Change Control Board (CCB) is established to provide a board charged with the responsibility for ensuring all proposed changes to City's IT infrastructure are reviewed to ensure that they are viable and will not adversely impact the operation of the existing systems or subsystems. The Change order (CO) will be the primary change instrument used to propose changes to the City Software Configuration Items.

In addition, the Change Control Board will serve as the group to structure and oversee the information collection, compilation, and final recommendations for the City's applications, servers, communications

infrastructure and other IT Assets. All recommendations will go to the Executive Sponsors and the City's IT Steering Committee for final approval.

Responsibilities

1. The review and disposition of proposed modifications to current baselines.
2. Review and recommend resources for system maintenance and/or enhancements.
3. The review and prioritize due dates, and disposition of proposed COs.
4. Ensure that proposed change will not have a negative impact on current operations.
5. Determine approved CO implementation schedules.
6. Approve updated baselines and documentation.
7. Approve deviations from standards and schedules, on a case-by-case basis.
8. Inform the City's Information Technology Steering Committee of any City hardware/software configuration changes that affect the current configuration standards and/or affect other City Departments and associated organizations.

The CCB authority encompasses all IT systems and technology that support the City's critical business functions. The CCB operates under the authority of the Deputy City Manager, Development & Infrastructure, and is responsible for any changes made to any of the following:

- **Software applications.** Any changes to software used in production, such as installations, patches, and version upgrades. This includes operating systems, business applications, and device control software.
- **Hardware.** Addition, removal, or relocation of computer hardware such as servers and desktops.
- **Data.** Any changes to databases such as changes in the table structure or changes in source data, or changes to the database software.
- **Schedule changes.** Any changes to the schedule of periodic or batch processes, such as backups, file transfers, accounting updates, etc.
- **Telephony.** Any changes to the telephone equipment such as replacing, relocating, and/or reconfiguring the City's telephone equipment, including but not limited to adding new hardware, etc.

9. Identify functional areas for enhancements.
10. Review current list of enhancements.
11. Develop list of local focus group locations.
12. Assist in the development of questions for focus groups.
13. Assist in the selection of a contractor for the focus groups.
14. Coordinate local focus groups.
15. Review summary information from focus groups.

16. Identify other methods for collection of suggestions for version 3.
17. Review complete packages of suggestions for version 3.
18. Prioritize and develop recommendations.
19. Incorporate evaluation of City.
20. Develop policy recommendations that emerge from the evaluation and submit to the City's IT Steering Committee for approval.

Authority

The City CCB derives its authority from the City's IT Steering Committee. The CCB will review each proposed CO against its real or perceived impact on existing services and operations. The CCB has final recommendation over all issues brought before it for review. Any significant budget impacts will require IT Steering Committee approval. CCB decisions are documented in the CCB minutes, and are implemented within the scope of its authority.

Meetings

CCB meetings will be held at the direction of the CCB Chairperson (normally on a weekly basis). The CCB Chairperson can schedule emergency meetings within one week of a requestor's notice. Agendas will be distributed as approved by the CCB Chairperson. Items not contained in the agenda may be discussed, at the discretion of the Chairperson.

The CCB Staff will record pertinent information, including members in attendance and decisions/actions associated with each proposed change. CCB minutes from the previous meeting will typically be distributed prior to the meeting. Change packages will be distributed to Members as soon as possible prior to a scheduled meeting. Disposition direction detailing the actions decided upon for each proposed change will be recorded in the minutes and monitored for implementation. Action items assigned at CCB meetings will be monitored by the Chairperson to assure timely closure.

Membership and Responsibilities

Change Control Board Chairperson

The CCB Chairperson's responsibilities shall include the following responsibilities, but not limited to:

1. Approves the CCB Agenda, including determination of agenda items.
2. Facilitates the CCB decision process for disposition of approved COs brought before the board within the scope of its authority. Decisions may be to approve, disapprove, defer, or send proposed COs back to the originator for rework.
3. Ensures that originators of proposed changes are informed of decisions concerning disposition.
4. Directs system CO implementation, including schedules.

**Exhibit A to Interlocal for Consolidation of IT Departments
Exhibit D – Sample Change Control Board Charter
November 6, 2009**

Standing Members

Change Control Board standing members will consist of representatives from the City functional (business and technical) areas and local WDCs. These members will have voting privileges.

Change Control Board Members	Description
Chairperson	City IT Director
County Oversight Management	County CTO and/or a designate
Technical Monitor – Applications Manager (City)	Technical monitor assigned by the City IT Director
Technical Monitor – Applications Manager (County Oversight)	Technical monitor assigned by the County CTO
Telecommunications Oversight	Technical monitor assigned by the City IT Director
Other Partner Representatives	Representatives from the City Departments, and others as necessary.
City Systems Manager	Technical monitor assigned by the City IT Director

Non-Standing Members

Non-standing Change Control Board members will be representatives of areas not normally included in the normal membership, but whose specialized knowledge of a support or functional area is essential for enhancement of the decision process. These members do not have voting privileges. It is expected that these members will serve on committees of the board and provide recommendations for Board action.

Member Responsibilities

Members will receive read-ahead materials and agendas provided by the staff, which will provide lead time for identifying the impacts of the proposed changes by the Members. CCB Members have the following responsibilities:

1. Attends each CCB meeting, or sends an empowered representative.
2. Reviews agenda items prior to meeting; determines impact of proposed actions; participants in discussion and votes.
3. Recommends priorities and due dates.
4. Monitors progress on items assigned by Chair.
5. Analyzes proposed problem solutions before CCB voting on the status of a system change.
6. Reviews CCB minutes.

Change Management Process

Proposed COs are submitted to the CCB for processing. Upon receipt a tracking number is assigned. A CCB review date is decided upon and a change package consisting of all COs will be distributed to all CCB Members and others, as directed by the Chairperson. Members review and as necessary, prepare an Impact Analysis for each proposed CO. At the CCB meeting, each proposed CO is reviewed, in conjunction with the members' Impact Analysis statements. Members provide their recommendations, and a decision to recommend approval is resolved, with an cost and implementation date recommended.

All recommendations for change which requires a project plan (more than 60 hours and/or \$3,000) will be submitted to the Executive Sponsors and the IT Steering Committee for review and approval.



Fact Sheet: IT MANAGEMENT OVERSIGHT

DEPARTMENTAL DIRECTION

In March 2009, an Information Technology Strategic Plan (Plan) for the City of El Paso was completed and submitted by LBL Technology Partners. The overall objective of the Plan was to guide the ongoing development, management and coordination of IT resources and services within the City to make the IT Department more effective and efficient. Included in the Plan was an identification of strengths, weaknesses, opportunities and threats within the IT Department; an assessment of actual barriers and gaps in infrastructure and processes that negatively impact service delivery; a design of an IT strategic planning process to achieve the goals of the organization; and a detailed scope of projects and costing necessary to align the IT capabilities and needs over the next five years.

The Plan articulates the City's mission and future vision for information technology, recognizing that the success of the organization will rely heavily on careful planning and use of technology resources going forward. This Plan directly addresses the City leadership commitment necessary for implementation. Key to the success of the implementation plan and schedule is the change in management environment. To this end, LBL Technology Partners has defined a management structure that will improve the operational efficiency and the level of technology within the City.

After deliberate consideration of privatization and other options, LBL Technology Partners is recommending that the County IT Department serve as the City's IT subject matter expert and lend management oversight of the IT Department. This can be accomplished through an Interlocal Agreement that achieves multiple objectives – consolidation of services from a staffing, equipment and maintenance perspective. City management concurs with this recommendation and will be bringing forward an Interlocal Agreement for City Council finalization. The terms for management oversight of the IT Department have been negotiated with the County IT Department and are detailed below.

INTERLOCAL AGREEMENT

The Interlocal Agreement will model the management services contract between First Transit and the Sun Metro Department, but structured between two governmental entities. Highlighted below are the major provisions of the Interlocal Agreement:

- The County Chief Technology Officer (CTO) will function in all respects as the Department Head responsible for the IT Department, including recommendations for hiring and termination.
- The City remains the employer of all IT Department employees.
- All assets, hardware, software and other infrastructure, developed by and for the City will remain the property of the City.
- Any cooperative shared services will be performed under a separate agreement; including collocation of data center facilities, wide area networking backbone connectivity, software development, licensing and maintenance.

- The following management and support staff will be provided:

<u>Position</u>	<u>Percent Assigned to City</u>
County CTO	40%
City IT Director	100%
County IT Director	5%
County Systems Technical Manager	20%
County Network Planning Manager	15%
Senior Business Analyst	40%
Help Desk Supervisor	10%

- Ninety days notice is required on any County replacement or turnover of management and support staff.
- The IT governance structure recommended by the Plan will be observed by the County CTO; including the administration of an IT Steering Committee, IT Change Control Board, and service level agreements with user departments.
- Services to be performed:
 - Project Management (as needed)
 - GIS (optional at City’s discretion)
 - Help Desk oversight and support
 - IT acquisitions oversight and management
 - Acquisition of outsourcing services oversight and management
 - Oversight of network services, maintenance and support
 - Conduct annual penetration/vulnerability testing
- Fees Charged:
 - Cost recovery – Salaries and benefits of management and support staff dedicated to the City (\$163,774). Salary/benefits of City IT Director to be paid by the City.
 - Project fees based on hourly charge and bid separately
 - Award fees based on productivity (10% of cost recovery)

Budget Impact: Employment contracts not renewed for three senior management positions within the IT Department total approximately \$370,806 (includes salaries and benefits). The management and support staff proposed under the County Interlocal Agreement will replace these former City management positions, and the fees charged are comparable – making the arrangement (at a minimum) cost neutral from a budgetary perspective. However, the technical services acquired from the County exceed the capacities currently available within the organization and what could be fulfilled by replacing the vacant positions that now exist. As a result, the service benefit to the IT Department and the City is a net gain for the same financial resources.

- Service level thresholds (email, ERP systems, safety systems, voice system, network systems, and governance structure) and penalties where service levels fall below thresholds (paid through percentage of liquidated damages). These thresholds will not apply during an initial 90-day project phase-in period.
- Six months notice for termination for convenience, and thirty days notice for termination for default.

RECOMMENDATION

City management recommends the approval of an Interlocal Agreement with the County to provide management oversight of the IT Department, resulting in synergies and cost savings

to the City. This will permit an immediate and key focus on the following management strategies:

- organize the IT Department under a good management structure;
- insure departmental responsibility for its applications;
- conduct business analysis to better understand the organization's needs;
- measure success of the IT Department based on documented thresholds and service delivery;
- allow skill sets to merge best of both organizations;
- share staffing resources wherever necessary to gain productivity and training; and follow the recommendations of the Plan.