

AN ORDINANCE 2017-10-12-0795

APPROVING AN INTERLOCAL AGREEMENT WITH CPS ENERGY AND THE INFORMATION TECHNOLOGY SERVICES DEPARTMENT ESTABLISHING THE TERMS AND CONDITIONS FOR COORDINATING AND SYNCHRONIZING CERTAIN GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA AND ACTIVITIES BETWEEN THE TWO PARTIES.

* * * * *

WHEREAS, the City of San Antonio and CPS Energy are currently independently investing significant resources in various GIS system and software solution acquisitions, maintenance, and support for their respective systems; and

WHEREAS, recognizing the opportunity to optimize the efficiency and effectiveness in the use, acquisition, and dissemination of GIS resources by coordination and synchronization of GIS efforts; and

WHEREAS, recognizing the benefits of coordinating and cooperating on existing and future GIS efforts using accepted standards, uniformed policies, compatible solutions, and prudent business practices; **NOW THEREFORE**:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or her designee, or the Director of the Information Technology Services Department or his designee, is hereby authorized to execute an Interlocal Agreement with CPS Energy to provide for the coordination and synchronization of certain GIS data and activities.


SECTION 2. A copy of the Interlocal Agreement, in substantially final form, is attached hereto and incorporated herein for all purposes as **Exhibit A**.

SECTION 3. This Ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

PASSED and APPROVED this 12th day of October, 2017.


M A Y O R
Ron Nirenberg

ATTEST:


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:


Andrew Segovia, City Attorney

Agenda Item:	14 (in consent vote: 4, 5, 7, 8A, 8B, 10, 11, 13, 14, 16)						
Date:	10/12/2017						
Time:	09:43:17 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance approving an Interlocal Agreement with CPS Energy and the Information Technology Services Department establishing the terms and conditions for coordinating and synchronizing certain Geographic Information System (GIS) data and activities between the two parties. [Ben Gorzell, Chief Financial Officer; Craig Hopkins, Chief Information Officer, Information Technology Services]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x			x	
William Cruz Shaw	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4	x					
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				x
Clayton H. Perry	District 10		x				

JAK/rk
10/12/17
Item No. 14

EXHIBIT A

**INTER-AGENCY PARTICIPATION AGREEMENT
BY AND BETWEEN
THE CITY OF SAN ANTONIO
AND
CPS ENERGY**

This Inter-Agency Participation Agreement (the "**Agreement**") is made by and between the City of San Antonio ("**CITY**") and the City of San Antonio, acting by and through City Public Service ("**CPS ENERGY**"). CITY and CPS ENERGY shall each be referred to as "Party" or collectively as "Parties."

RECITALS

WHEREAS, CITY, a home-rule city under the laws of the state of Texas, and CPS ENERGY, a municipally-owned electric and gas utility owned by CITY, jointly recognize the value of information embodied in Geographic Information Systems ("**GIS**") in improving the quality, accuracy, and responsiveness of government and energy services to CITY citizens and to CPS ENERGY customers; and

WHEREAS, CITY and CPS ENERGY are currently independently investing significant resources in various GIS system and software solution acquisitions, maintenance and support for their respective systems; and

WHEREAS, CITY and CPS ENERGY recognize the opportunity to optimize the efficiency and effectiveness in the use, acquisition, and dissemination of GIS resources by coordination and synchronization of the Parties' GIS efforts; and

WHEREAS, CITY and CPS ENERGY also recognize the benefits of coordinating and cooperating with each other in their existing and future GIS efforts using accepted standards, uniformed policies, compatible solutions, and prudent business practices;

NOW, THEREFORE, in consideration of the mutual covenants and agreement stated herein, the Parties agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to establish the terms and conditions for the coordination and synchronization of the Parties' GIS activities, including the mutual establishment of GIS data standards and distribution, GIS system configuration and connectivity, GIS application design and configuration, GIS training, and regular GIS meetings between the Parties.

ARTICLE II

DEFINED TERMS

- 2.01 The following terms used in this Agreement shall have the meanings set forth below, unless otherwise stated.
- 2.01.1 “Geographic Information Systems” or “GIS” means a combination of elements designed to store, retrieve, manipulate, and display geographic data. A Geographic Information System typically consists of hardware, software, network, and data.
- 2.01.2 “Core GIS Software” means the primary software necessary to support and leverage a GIS.
- 2.01.3 “Data Owners” means a specific individual, office, agency, or entity, whether public or private, which is solely responsible for creating, sustaining, and managing a given data set.
- 2.01.4 “GIS Information” means an integrated collection of computer software and data used to view and manage information about geographic places, analyze spatial relationships, and model spatial processes.

ARTICLE III
TERM AND TERMINATION

- 3.01 Upon approval by the San Antonio City Council, the term of this Agreement is three (3) years, commencing on the date of execution by both parties of this Agreement and continuing only upon mutual agreement in writing of the Parties each year thereafter. A failure to mutually agree in writing prior to the expiration of the current term each year terminates the agreement.
- 3.02 This Agreement may also be terminated by either Party upon sixty (60) days’ written notice to the other Party.

ARTICLE IV
DESIGNATED REPRESENTATIVES

- 4.01 CPS ENERGY hereby appoints the Enterprise Information Technology GIS Support Manager of Business Applications as its designated representative under this Agreement.
- 4.02 CITY hereby appoints the Manager of its Information Technology Services Department, GIS Division, as its designated representative under this Agreement.
- 4.03 Either Party may change its designated representative at any time by providing the

other Party with written notice of the change pursuant to Article XII herein below.

ARTICLE V
CITY OBLIGATIONS

- 5.01 GIS Information Access: CITY shall provide its GIS Information or GIS Information in its possession to CPS ENERGY in the format mutually agreed upon by the Parties under Section 5.06. Once fully executed, CITY shall adhere to the Publication developed and agreed upon by the Parties, as described in Section 7.01.
- 5.02 GIS Data Ownership: CITY shall secure authorization from the authoritative owners of GIS Information held by CITY prior to distribution to CPS ENERGY. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred to CPS ENERGY or its employees, representatives, agents, or assigns by this Agreement or by any disclosure hereunder by CITY. CITY reserves all rights to its GIS information or GIS information in its possession. CPS ENERGY may not redistribute CITY GIS Information without CITY's prior approval.
- 5.03 Connectivity: CITY shall establish and maintain its connectivity system and network infrastructure as required to support the reliable and seamless connectivity and integration of the Parties' connectivity systems. The design and configuration of CITY'S GIS connectivity system and network infrastructure shall be specified, agreed upon, and made part of the Publication in accordance with Section 7.01.
- 5.04 Connectivity Modifications: CITY shall coordinate any GIS system modifications that may or will affect the connectivity and integration of Parties' connectivity system and network infrastructure. Any proposed connectivity and network systems modifications must be approved and tested by both Parties prior to the modifications implementation.
- 5.05 GIS Software: CITY shall coordinate the procurement of (core GIS client and or service) software with CPS ENERGY to ensure compatibility with the GIS standards developed in the Publication under Section 7.01.
- 5.06 GIS Format Delivery: Data will be delivered in an ESRI compatible format on a mutually agreed upon delivery schedule.

ARTICLE VI
CPS ENERGY'S OBLIGATIONS

- 6.01 GIS Information Access: CPS ENERGY shall provide its GIS Information to CITY by either transferring the GIS Information to an independent Secure File

Transfer Protocol (“SFTP”) server connected to or accessible by CITY or, upon CITY’s request, to a digital format compatible with CITY’s current technology and utilizing generally available and accepted encryption methods to secure the information. The requisite procedures necessary for either Party to connect to, process, publish, and receive said GIS Information shall be defined, agreed upon, and executed by both Parties after execution of this Agreement within the Publication, pursuant to Section 7.01.

- 5.07 GIS Information Ownership: CPS ENERGY is the authoritative and intellectual property owner of CPS ENERGY GIS Information. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred to CITY or its employees, representatives, agents, or assigns by this Agreement or by any disclosure hereunder by CPS ENERGY. No CPS Energy customer-related information shall be disclosed. CPS ENERGY reserves all rights to its GIS information. CITY may not redistribute CPS ENERGY GIS Information without CPS ENERGY’s prior approval.
- 6.02 Connectivity: CPS ENERGY shall maintain and support the SFTP server and CPS ENERGY connectivity infrastructure as required to support the reliable and seamless connectivity and integration of the CPS ENERGY-owned SFTP server with CITY’s connectivity infrastructure. The design and configuration of the connectivity infrastructure shall be specified and agreed upon within the Publication, in accordance with Section 7.01 below.
- 6.03 Connectivity Modifications: CPS ENERGY shall coordinate any SFTP server modifications that may or will affect the connectivity and integration of CITY’s connectivity infrastructure. Any proposed SFTP server modifications must be approved and tested by both Parties prior to the modifications implementation.

ARTICLE VII

MUTUAL OBLIGATIONS

- 7.01. Inter-agency GIS Information Standards, Procedures and Processes: Within thirty (30) days after the last Party to execute this Agreement, the Parties shall meet to develop and publish the standards, procedures and processes necessary for either Party to connect with, request, process, publish, and receive GIS Information from the other Party (the “**Publication**”). Both Parties agree to execute and abide by the Publication and it shall be incorporated into this Agreement. The Parties shall meet no less than once every year to discuss issues associated with the orderly and efficient management of the informational exchange detailed within the Publication. Both Parties shall define the agenda and participants of the Inter-agency GIS Meetings prior to the Inter-agency GIS Meetings. Either Party may hold additional Inter-agency GIS Meetings at its discretion.
- 7.02. GIS Training: No information technology training or recurring training is currently contemplated by the Parties as personnel with basic information

technology skills, knowledge or experience are expected to accomplish the data exchange tasks. However, the Parties may coordinate, when necessary, with one another to establish GIS Information training, the parameters of which will be included in the Publication.

7.03. Financial Considerations: Neither Party shall require financial reimbursement of any kind from the other Party for meeting any of the requirements agreed upon and necessary for supporting and abiding by this Agreement.

7.04. **DISCLAIMER: THE GIS INFORMATION AND DATA PROVIDED BY A PARTY ("DISCLOSING PARTY") TO THE OTHER PARTY ("RECEIVING PARTY") IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED BY THE DISCLOSING PARTY. THE DISCLOSING PARTY DOES NOT WARRANT, REPRESENT OR GUARANTEE THAT THE GIS INFORMATION OR DATA IS CORRECT, ACCURATE OR FIT FOR ANY PARTICULAR PURPOSES AS OF THE DATE THE GIS INFORMATION IS PROVIDED TO THE RECEIVING PARTY. THE DISCLOSING PARTY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY OF NONINFRINGEMENT, AND ANY EXPRESS WARRANTY WITH RESPECT TO ANY OF THE GIS INFORMATION AND DOCUMENTATION DISCLOSED HEREUNDER. THE DISCLOSING PARTY ACCEPTS NO RESPONSIBILITY AS A RESULT OF ANY EXPENSES, LOSSES, DAMAGES, OR ACTIONS INCURRED OR UNDERTAKEN BY THE RECEIVING PARTY AS A RESULT OF THE RECEIPT, MANIPULATION OR USE OF ANY GIS INFORMATION OR DOCUMENTATION.**

ARTICLE VIII

ASSIGNMENT /TRANSFER OF INTEREST/CONFIDENTIALITY

8.01 Neither Party may assign or transfer its rights, privileges and obligations under this Agreement, in whole, or in part, without the prior written consent of the other Party. Any attempt to assign without such approval is void.

8.02 Both Parties agree and consider that the GIS Information is excepted from required disclosure under the Texas Public Information Act, Texas Government Code, Chapter 552 (the "Act"). It is both Parties' understanding and opinion, as confirmed by each Party's legal counsel that the Texas Attorney General has recognized that governmental entities, such as the Parties, may share information, in the manner contemplated by this Agreement, without violating the confidentiality of the information or waiving exceptions to disclosure. The GIS Information is considered to be confidential, competitively sensitive, and proprietary to the owner of the GIS Information. As such, neither Party nor its

agents, employees, representatives, shall for themselves or for the benefit of any person or entity, disclose the GIS Information whether written or oral, software technology or otherwise, or any portion thereof, for any purpose, at any time or in any place, without the express prior written approval of the owner of the GIS Information. Should either Party receive a Texas Public Information Act request for GIS Information, the Party in receipt of such request shall promptly seek an Attorney General opinion prior to any release of information and apprise the other Party of the request so any actions may be taken to prevent disclosure of the information. The sale of GIS Information in whole or in part by either Party is strictly prohibited.

ARTICLE IX
LEGAL CONSTRUCTION

In the event one or more of the provisions contained in this Agreement, as approved by the San Antonio City Council, shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE X
COMPLIANCE WITH LAWS AND ORDINANCES

Both Parties shall comply with all federal, state, and local laws and ordinances applicable to the assumed obligations and liabilities of both Parties under this Agreement.

ARTICLE XI
TEXAS LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Bexar County, Texas.

ARTICLE XII
AMENDMENTS

No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed, after the requisite approvals, by authorized representatives of both Parties.

ARTICLE XIII

NOTICES

All notices provided to be given under this Agreement shall be in writing, and shall either be personally served against a written receipt therefore or given by certified mail or registered mail, return receipt requested, postage prepaid and addressed to the proper Party at the address which appears below, or at such other address as the Parties hereto may hereafter designate in accordance herewith. All notices given by mail shall be deemed to have been given at the time of deposit in the United States mail and shall be effective from such date.

If to CPS ENERGY:
CPS Energy
GIS Services Manager's Office
145 Navarro
San Antonio, Texas 78205

With Copies to:
CPS Energy
GIS Support Manager's Office
145 Navarro
San Antonio, Texas 78205

If to CITY:
City of San Antonio
Sr. IT Manager (GIS) Office
111 Soledad St STE 709
San Antonio, Texas 78205

With Copy to:
City of San Antonio
Senior Planner (Addressing)
1901 S. Alamo
San Antonio, Texas 78204

ARTICLE XIV
FORCE MAJEURE

- 14.01 Neither Party shall be responsible for delays or lack of performance, which result from acts beyond a Party's reasonable control or caused by Acts of God, strikes or other labor disturbances, or delays by federal or state officials in issuing necessary regulatory approvals and/or licenses. In the event of any delay or failure excused

by this Section, the time of delivery or of performance shall be extended for a reasonable time period to compensate for said delay.

THIS AGREEMENT IS EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF ANY ORIGINAL.

This Agreement is executed to be effective upon approval by the San Antonio City Council and execution of both Parties.

CITY OF SAN ANTONIO

By: _____

Printed Name: _____

Title: _____

Date: _____

CPS ENERGY

By: _____

Printed Name: _____

Title: _____

Date: _____