

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

AGENDA DATE: December 05, 2023
PUBLIC HEARING DATE: N/A
CONTACT PERSON(S) NAME AND PHONE NUMBER: Joaquin Rodriguez, (915) 212- 0065
DISTRICT(S) AFFECTED: Citywide
STRATEGIC GOAL: No.7: Enhance and Sustain El Paso's Infrastructure Network
SUBGOAL: N/A

SUBJECT:

That the City Manager be authorized to sign the Second Amendment to an Agreement for Professional Services between the City of El Paso and AECOM Technical Services, Inc. for a project known as "ARCHITECT AND ENGINEERING SERVICES FOR TRAFFIC MANAGEMENT CENTER UPGRADES" and to amend the Agreement to provide additional protection over confidential technological information.

BACKGROUND / DISCUSSION:

The design consultant for the TMC Upgrades project requires sensitive information regarding the City's fiber network. This amendment to the professional services contract provides additional protection for the confidential technical information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT: Department of Information Technology

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

DEPARTMENT HEAD:



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

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

That the City Manager be authorized to sign the Second Amendment to an Agreement for Professional Services between the City of El Paso and AECOM Technical Services, Inc. for a project known as “ARCHITECT AND ENGINEERING SERVICES FOR TRAFFIC MANAGEMENT CENTER UPGRADES” and to amend the Agreement to provide additional protection over confidential technological information.

APPROVED this _____ day of _____, 2023.

THE CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

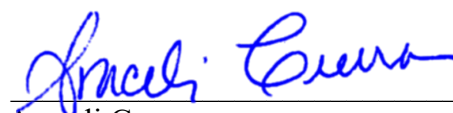
Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Jesus A. Quintanilla
Assistant City Attorney

APPROVED AS TO CONTENT:



Araceli Guerra
Managing Director of Internal Services

APPROVED AS TO CONTENT:



Joaquin Rodriguez, AICP
Director of Grant Funded Programs
Capital Improvement Department

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

SECOND AMENDMENT TO
AN AGREEMENT FOR
PROFESSIONAL SERVICES

This Second Amendment to that certain Agreement for Professional Services is made this ___ day of _____, 2023, by and between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas (the “**Owner**”), and AECOM Technical Services, Inc., a California USA Foreign For-Profit Corporation, registered to do business in Texas (the “**Consultant**”).

WHEREAS, on May 10, 2022, the Owner entered into an Agreement for Professional Services for a Project known as “**ARCHITECT AND ENGINEERING SERVICES FOR TRAFFIC MANAGEMENT CENTER UPGRADES**” (the “**Project**”); and

WHEREAS, the Agreement may be amended under the provision of Section 7.14; and

WHEREAS, Consultant requires sensitive information about a GIS layer of the Owner’s fiber network to perform; and

WHEREAS, the parties desire to amend the Agreement to provide protection over confidential information.

NOW THEREFORE, in consideration of the mutual promises set forth in this Second Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** “Confidential Information” means internal City of El Paso electronic data, such as GIS fiber overlays and detail, provided by the Owner in writing, orally, visually, or in any other tangible or intangible form including in the form of a data file.
2. **Confidentiality Obligations and Duration.**
 - 2.1. Consultant must not share Confidential Information with an outside party nor may Consultant share Confidential Information with a party not involved with the performance of Project. Consultant must only use Confidential Information to perform the Project. Consultant must secure the Confidential Information at rest and in transit utilizing AES-256 encryption or, alternatively, conform to similar reasonable security standards. Consultant must password protect Confidential Information when technically possible.
 - 2.2. Consultant’s obligation of confidentiality will begin when amendment is signed by Owner and Consultant. Consultant’s obligation of confidentiality will continue until Confidential Information is no longer required to perform the Project. When Confidential Information is no longer required to complete the Project, Consultant must destroy the Confidential Information. If either party wishes to terminate the Project, with or without cause, Consultant must destroy Confidential Information in their possession. Notwithstanding the above, Consultant shall not be required to destroy Confidential Information required for

preservation by law, regulation, audit or corporate governance purposes, or per regulatory, judicial, or governmental order. All such retained Confidential Information shall be kept confidential by Consultant subject to and in accordance with the terms of the Agreement and all subsequent Amendments thereto.

3. **Miscellaneous.** If Consultant becomes legally required or compelled to disclose the Confidential Information, Consultant will promptly notify Owner so Owner may be given reasonable opportunity, under the circumstances, to seek a protective order or other remedy contemporaneous with Consultant's efforts to comply with such legal requirement. In the event of a compelled disclosure, Consultant will take all reasonable steps to limit the access to, and use and dissemination of, Confidential Information so compelled.
4. **Terms and Conditions.** All terms and conditions of the Agreement and all subsequent Amendments thereto, except as herein revised, shall remain in full force and effect.


(Signatures Begin on Following Page)

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

THE CITY OF EL PASO:

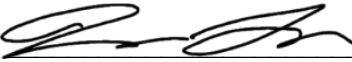
Cary Westin
Interim City Manger

APPROVED AS TO FORM:



Jesus A. Quintanilla
Assistant City Attorney

APPROVED AS TO CONTENT:



Joaquin Rodriguez, AICP
Director of Grant Funded Programs
Capital Improvement Department

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____, 2023, by **Cary Westin** as **Interim City Manager** of the **City of El Paso, Texas**.

Notary Public, in and for the State of Texas

My commission expires:

(Signatures Continue on Following Page)

