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

CITY CLERK DEPT.
2012 SEP 13 AM 9:28

DEPARTMENT: City Manager

AGENDA DATE: September 18, 2012

CONTACT PERSON/PHONE: Elizabeth M. Ruhmann, Assistant City Attorney (915) 621-6719

DISTRICT(S) AFFECTED: All

SUBJECT:

RESO

That the City Manager be authorized to sign an Executive Management Shared Services Interlocal Agreement between the City of El Paso and the County of El Paso regarding the loan of services of City managerial employees to the County.

BACKGROUND / DISCUSSION:

The City may from time to time loan the services of City managerial employees to the County. Duties and work hours shall be mutually established in writing between the County Judge, with the approval of the El Paso County Commissioners Court and the City Manager or her designee.

PRIOR COUNCIL ACTION:
Has the Council previously considered this item or a closely related one?

Yes.

AMOUNT AND SOURCE OF FUNDING:
N/A

BOARD / COMMISSION ACTION:
N/A

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

DEPARTMENT HEAD: Joyce A. Wilson
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager

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RESOLUTION

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

That the City Manager be authorized to sign an Executive Management Shared Services Interlocal Agreement between the City of El Paso and The County of El Paso regarding the loan of services of City managerial employees to the County.

APPROVED this _____ day of September, 2012.

THE CITY OF EL PASO

_____
John F. Cook
Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

_____
Elizabeth M. Ruhmann
Assistant City Attorney

HR –Reso - Interlocal Agreement – Executive Management Shared Services
Matter #: 12-1043-155 - Document #: 133440 EMR

STATE OF TEXAS §
§
COUNTY OF EL PASO §

CITY CLERK DEPT.
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EXECUTIVE MANAGEMENT SHARED SERVICES INTERLOCAL AGREEMENT

This Interlocal Governmental Agreement ("Agreement") is entered into by and between the City of El Paso, a home rule municipal corporation ("CITY"), and the County of El Paso, Texas ("COUNTY").

WHEREAS, the parties desire to explore joint shared managerial and executive functions to increase the efficiency and effectiveness of the governmental functions of each party; and

WHEREAS, the CITY and COUNTY are authorized to enter into this Agreement under the provisions of Texas Gov't Code §791 *et. seq.*

NOW, THEREFORE,THE CITY AND COUNTY HEREBY ENTER INTO THIS AGREEMENT UNDER THE FOLLOWING TERMS AND CONDITIONS:

1. PURPOSE OF AGREEMENT.

The purpose of this Agreement is to state the terms and conditions under which the parties will cooperate and participate in current efforts to improve regional services, explore sharing services and partnerships where possible and thus reduce overall government costs to our citizens.

2. SHARED EXECUTIVE MANAGEMENT SERVICES.

The City may from time to time loan the services of City managerial employees to the County. Duties and work hours shall be mutually established in writing between the County Judge, with the approval of the El Paso County Commissioners Court, and the City Manager or her designee.

The City employee shall not participate in any work situations where conflicts of interest between the City and the County may arise and shall keep confidential information she obtains from the City or the County, the disclosure of which to either party would be detrimental to the City or the County. In the event that the employee is presented with a work situation where a conflict of interest exists or may exist, the employee shall disclose the situation to the County Judge and the City Manager and shall not undertake any work on the matter for the County, but the employee shall not be barred from performing his duties for the City.

The County shall provide appropriate support staff to the City's employee as deemed appropriate by the County Judge and the Chief Administrator.

3. CONSIDERATION.

The City and the County are committed to exploring joint shared services to increase the efficiency and effectiveness of governmental functions for each political subdivision for the lowest cost possible to the tax payers in our community. This shared executive management services effort will allow the parties to investigate other areas of governmental functions which may be facilitated by additional shared services initiatives to the benefit of both parties to this agreement.

The County agrees that any service by any City managerial employee assigned pursuant to this agreement that relates to any service not performed by the City and which is a County function shall be compensated for by the County, and the County shall reimburse the City for all such costs attributable to such County service at the actual salary cost incurred by the City.

The City shall keep a record of all services provided by any City employee providing services pursuant to this agreement, and shall provide an invoice to the County monthly, setting forth the amount of reimbursement due for all services provided which relate to County functions solely. Said invoice shall include the actual hours worked and the actual hourly salary rate for said City employees. The County agrees to pay amounts due hereunder within 30 days of receipt of invoice. Any disputes regarding the amount of time spent by the City employee on County functions shall be resolved between the parties on a timely and reasonable basis.

4. TERM AND TERMINATION.

This Interlocal Agreement shall be effective on September 18, 2012, regardless of its date of execution, and shall terminate on August 31, 2013. Thereafter the Agreement shall automatically renew in one year increments until terminated by either party. Either party may terminate this Agreement at any time without cause upon written notice.

5. TERMINATION – FUNDING.

This contract may be terminated by either party with sixty (60) days prior written notice to the other party, for any of the following reasons: (1) The party has exhausted all funds legally available for payments to become due under said contract; (2) The party does not appropriate funds for the payment of monies due under said contract for any succeeding fiscal year other than the current fiscal year; or (3) An appropriation of funds is made by the party for the next fiscal year, but prior to actual release such appropriation is withdrawn. If funds are appropriated for an immediately following fiscal year, and such funds are for the acquisition of functions which in whole or in part are essentially the same functions for the performance of which the equipment/service was agreed to hereunder, then such appropriated funds will be used to satisfy the payment obligations under this Agreement.

6. NOTICE.

Official notice shall be by written notice and delivery to all of the parties to this Agreement. Delivery shall be by fax or deposit in the United States Postal Service, first class, return receipt requested to:

TO THE COUNTY JUDGE:	County Judge Veronica Escobar 301 El Paso County Courthouse 500 E. San Antonio El Paso, Texas 79901 Fax (915) 543-3888
TO THE CITY:	Ms. Joyce A. Wilson City Manager 2 Civic Center Plaza El Paso, Texas 79901 Fax (915) 541-4866

7. MISCELLANEOUS.

7.1 The City employees assigned to the County pursuant to this agreement are deemed to be and remain, at all times during the term of this Interlocal Agreement, an employee of the City of El Paso for all purposes, including, but not limited to, all employee retirement and other benefits, civil service, the payment or withholding of all employer federal tax and FICA obligations, and the application of wage and hour laws, workers compensation laws, and employment laws.

7.2 Beyond the consideration provided for herein, each party shall bear its own cost of participation in this Agreement.

7.3 For the purpose of determining the place of contract and the law governing same, this Agreement is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.

7.4 All persons that are signatories to this Agreement represent that they have authority to enter into this Agreement and bind their respective organizations thereto, if applicable.

7.5 This writing constitutes and expresses the entire agreement between the parties and shall not be amended or modified except by written instrument signed by both parties.

Signatures on Following Page

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IN WITNESS WHEREOF this Interlocal Agreement has been executed by the County Judge and the City of El Paso, by and through the City Manager of the City of El Paso in the manner provided by law.

EL PASO COUNTY JUDGE

_____
County Judge Veronica Escobar

Date:_____

ATTEST:

_____
County Clerk

APPROVED AS TO FORM:

_____
Lee Shapleigh
Assistant County Attorney

THE CITY OF EL PASO

By_____
Joyce A. Wilson, City Manager

Date:_____

ATTEST:

_____
Richarda Duffy-Momsen
City Clerk

APPROVED AS TO FORM:

_____
Elizabeth M. Ruhmann
Assistant City Attorney