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

DEPARTMENT: OMB

AGENDA DATE: 09/30/2008

CONTACT PERSON/PHONE: David R. Almonte, Director of OMB

DISTRICT(S) AFFECTED: City-wide

SUBJECT: City-wide survey of departmental functions to be conducted by IPED/UTEP

BACKGROUND / DISCUSSION: As continuation of the 2006 and 2008 citizen surveys conducted by Institute for Policy and Economic Development (IPED) at UTEP, we are requesting a survey that outlines citizens priority of functional activities of the City of El Paso. Previous surveys have surmised satisfaction of customer service from departments. This survey will actually have citizens rank by priority functions (services) of departments provided by the City of El Paso. This will allow OMB to review funding trends to actual citizenry input of perceived priorities by the community. Attached is the functions list summarized by portfolio, department and function and reviewed by the Deputy City Managers for each respective portfolio.

PRIOR COUNCIL ACTION:
Has the Council previously considered this item or a closely related one?
Council has approved two citizen surveys to be conducted previously in conjunction with the Customer service policy of the City's strategic plan, once in 2006 and again in 2008.

AMOUNT AND SOURCE OF FUNDING:

04102010-502215-27503-P540010CTY
$15,000.00

BOARD / COMMISSION ACTION:
Enter appropriate comments or N/A

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

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: David R. Almonte

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

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** 9/19/08

RESOLUTION

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

THAT the City Manager be authorized to sign an Interlocal Agreement by and between the City of El Paso and the University of Texas at El Paso in an amount of Fifteen Thousand and no/100 Dollars ($15,000.00) for the University of Texas at El Paso's Institute for Policy and Economic Development to develop a survey of City residents regarding the Financial and Strategic Plan for the City of El Paso and the Community's Priorities regarding City Services.

APPROVED this _____ day of _____, 2008.

CITY OF EL PASO

_____
John F. Cook
Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

_____
Bertha A. Ontiveros
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
David Almonte, Director
Office of Management and Budget

#42348 v1 - OMB/1/INTERLOCAL WITH UTEP FOR STRATEGIC PLAN (FY2009)
Document Author: BONT

STATE OF TEXAS	)	
	)	**INTERLOCAL AGREEMENT WITH**
COUNTY OF EL PASO	)	**THE UNIVERSITY OF TEXAS AT EL PASO**

This Interlocal Agreement with The University of Texas at El Paso (this "***Agreement***"), entered into this 30th day of September , 2008, by and between the City of El Paso, (the "***City***"), a Texas Municipal Corporation, and The University of Texas at El Paso, a Texas institution of higher education ("***UTEP***").

R E C I T A L S:

WHEREAS, in creating the City's financial and strategic plan (the "Strategic Plan"), the City shall solicit public input and opinions regarding the following: (i) the service quality and efficiency of various City programs and services; (ii) the level of satisfaction of the impacts and results of various City programs and services; (iii) the level of information about City programs and services that citizens are currently aware of; and (iv) the types of programs and services that the citizens deem most critical to City government;

WHEREAS, the City has determined that the Institute for Policy and Economic Development ("***IPED***") of UTEP is qualified to perform a public survey regarding the City's Strategic Plan;

WHEREAS, the City desires to retain UTEP to perform a public survey regarding the City's Strategic Plan and the Community's Priorities regarding City Services;

WHEREAS, UTEP desires to perform a public survey regarding the City's Strategic Plan and the Community's Priorities regarding City Services;

WHEREAS, the Texas Interlocal Cooperation Act, TEXAS GOVERNMENT CODE, §§791.001, et seq., allows local governments and political subdivisions of the state to contract among each other for governmental functions and services; and

WHEREAS, it is the intent of the parties that the functions and services to be performed pursuant to this Agreement constitute solely governmental functions and services.

A G R E E M E N T:

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, the parties hereto agree as follows:

1. SCOPE OF SERVICES

UTEP hereby agrees to have IPED do the following:

(A) meet with City representatives to finalize plans and timeline for survey process;

(B) draft survey instrument and work with City representatives on final instrument for use in telephone survey;

(C) develop telephone survey (including translation – bilingual) for City review and approval;

(D) provide survey sampling to the City;

(E) tabulate survey results;

(F) provide Executive Summary of survey results to the City including a Power Point Presentation; and

(G) provide a final report to the City.

2. TERM

The term of this Agreement shall begin September 3, 2008, and shall end December 31, 2008. The term of this Agreement may be extended upon the written approval of both parties.

3. COMPENSATION

The City hereby agrees to compensate UTEP and UTEP hereby agrees to be compensated an amount equal to Fifteen Thousand Dollars ($15,000) (the "***Compensation***") for the services IPED provides pursuant to the terms of this Agreement. The parties agree that the Compensation includes all expenses incurred by UTEP in its performance of this Agreement. UTEP agrees that at no time shall it make a claim against the City for more than the Compensation provided under

the terms of this Agreement. Payment will be made to UTEP within thirty (30) days following submittal of invoices to the City.

4. CERTIFICATION

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

5. APPLICABLE LAWS

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

6. INDEPENDENT CONTRACTOR

Nothing herein shall be construed as creating a relationship of employer and employee between the parties hereto. The City shall not be subject to any obligations or liabilities of UTEP incurred in the performance of this Agreement unless otherwise herein authorized. Except to the extent expressly provided in this Agreement, neither of the parties has, and neither of the parties shall attempt to assert, the authority to make commitments for or to bind the other Party to any obligation.

7. ASSIGNMENT

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

8. TERMINATION

(A) Either party may terminate this Agreement if the other is in default, upon five (5) days' written notice to the other party.

(B) The CITY or UTEP may terminate this Agreement without cause upon thirty (30) days written notice to the other party.

(C) Termination shall be without prejudice to any obligation by one Party to the other, which shall have accrued and owed prior thereto.

9. NOTICES

Any notices required under this Agreement shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or UTEP at the following addresses:

CITY: Director, Office of Management and Budget
City of El Paso
Two Civic Center Plaza
El Paso, Texas 79901-1196

UTEP: Dennis L. Soden, Ph.D.
Institute for Policy and Economic Development
University of Texas at El Paso
El Paso, Texas 79968-0703

10. WAIVER

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

11. DISCRIMINATION

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

(B) *Specific Discriminatory Actions Prohibited*: UTEP may not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination on the basis of race, creed, color, sex, national origin, age or disability, or having the effect of defeating or substantially impairing accomplishment of the objectives of the programs funded pursuant to this

Agreement or any written amendment hereto with respect to individuals of a particular race, color, national origin, creed, sex, age or disability.

12. FINAL AGREEMENT

This Agreement contains all commitments and agreements of the parties hereto, and no verbal or written commitment shall have any force or effect if not contained herein. This Agreement may not be amended unless reduced to writing and executed by authorized representative of both parties hereto.

13. VENUE

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

14. CONTRACT INTERPRETATION

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

15. SEVERABILITY

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

16 RISK ALLOCATION - LIMITATION OF LIABILITY

(A) No Indemnification. The parties hereto expressly agree that neither party shall have the right to seek indemnification or contribution from the other party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this Agreement;

(B) Governmental Function. The parties hereto expressly agree that, in all things relating to this Agreement, the City is performing a governmental function, as defined by the Texas Tort Claims Act. Neither party waives any immunity under the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the City, which in any way pertains to or arises out of this Agreement, falls within the definition of governmental function. The Parties also agree that UTEP is entering into this Agreement as part of its duty to provide educational and community services;

(C) Exclusion of Incidental and Consequential Damages. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, neither party shall be liable to the other party (nor to any person claiming rights derived from such party's rights) for incidental, consequential, special, punitive, or exemplary damages of any kind – including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress – as a result of breach of any term of this Agreement, regardless of whether the party was advised, had other reason to know, or in fact knew of the possibility thereof;

(D) Maximum Aggregate Liability. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, **IN NO EVENT SHALL THE CITY OF EL PASO'S AGGREGATE LIABILITY TO UTEP (INCLUDING LIABILITY TO ANY PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED BY UTEP), WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNT OF CONSIDERATION ACTUALLY PAID BY THE CITY UNDER THE TERMS OF THIS AGREEMENT; and**

(E) Intentional Risk Allocation. UTEP and the City each acknowledge that the provisions of this Agreement were negotiated to reflect an informed, voluntary

allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations and the limitations of liability are separately intended to limit the forms of relief available to the Parties.

(*Signatures appear on next page)*

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

(*Signature Page*)

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

CITY OF EL PASO

_____
Joyce A. Wilson
City Manager

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

UNIVERSITY OF TEXAS AT EL PASO

_____
Diana Natalicio
President

APPROVED AS TO FORM:

_____
Bertha A. Ontiveros
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
David Almonte, Director
Office of Management and Budget

Portfolio Description	Portfolio Department	Department Function
Development & Infrastructure	Development Services	Planning, Zoning & Subdivisions
Development & Infrastructure	Development Services	Building Plan Review & Permitting
Development & Infrastructure	Development Services	Building Inspections
Development & Infrastructure	Development Services	Business Licensing
Development & Infrastructure	Environmental Services	Code Enforcement
Development & Infrastructure	Environmental Services	Vector & Air Quality
Development & Infrastructure	Environmental Services	Waste Collection
Development & Infrastructure	Environmental Services	Landfill Operations
Development & Infrastructure	Environmental Services	Recycling
Development & Infrastructure	Engineering	Project Engineering
Development & Infrastructure	Engineering	Capital Programming & Execution
Development & Infrastructure	Engineering	Contract Administration
Development & Infrastructure	Engineering	Transportation Engineering
Development & Infrastructure	Economic Development	Economic Development
Development & Infrastructure	Economic Development	Redevelopment
Development & Infrastructure	Economic Development	Job Creation
Development & Infrastructure	Information Technology	Government Channel
Development & Infrastructure	Information Technology	Geographic Information Services
Development & Infrastructure	Information Technology	Information Services
Development & Infrastructure	Information Technology	Telecommunications
Development & Infrastructure	Information Technology	Records Management
Development & Infrastructure	General Services	Building Maintenance
Development & Infrastructure	General Services	Fleet Services
Development & Infrastructure	General Services	Utilities/Energy Management
Development & Infrastructure	General Services	Accessibility for Disabled
Financial & Administrative	Financial Services	Financial Acct & Reporting
Financial & Administrative	Financial Services	Purchasing
Financial & Administrative	Financial Services	Grants Services
Financial & Administrative	Financial Services	Capital Assets Management
Financial & Administrative	Tax	Property Tax Collections
Financial & Administrative	City Attorney's	In-House Departmental processing
Financial & Administrative	City Attorney's	Litigation
Financial & Administrative	City Attorney's	Intergovernmental Relation/Lobbyist
Financial & Administrative	OMB	Budget Oversight
Financial & Administrative	OMB	Operational Studies
Financial & Administrative	OMB	Insurance & Benefits
Financial & Administrative	Human Resources	Recruitment
Financial & Administrative	Human Resources	Employee Relations

Public Safety	Police	Patrol
Public Safety	Police	Traffic
Public Safety	Police	Investigations
Public Safety	Police	Administration Services
Public Safety	Police	PD - Fleet
Public Safety	Police	PD - Grants
Public Safety	Police	PD - Communications

Public Safety	Fire	Fire Suppression
Public Safety	Fire	Safety Awareness
Public Safety	Fire	Medical Ambulance Service
Public Safety	Fire	Fire Planning
Public Safety	Fire	Fire Prevention - Inspection

Public Safety	Municipal Clerk	Municipal Court

Mobility Services	Sun Metro	Fixed Bus Transportation
Mobility Services	Sun Metro	Paratransit Transportation
Mobility Services	Sun Metro	Bus Maintenance
Mobility Services	Sun Metro	Planning & Capital Projects
Mobility Services	Sun Metro	Safety & Security

Mobility Services	Airport	Terminal/Landing
Mobility Services	Airport	Industrial/Development
Mobility Services	Airport	Golf Course
Mobility Services	Airport	Airport Security

Mobility Services	International Bridges	Bridge Operations
Mobility Services	International Bridges	Parking Meter Operations

Mobility Services	Streets	Street Operations
Mobility Services	Streets	Traffic Operations
Mobility Services	Streets	Planning & Quality Control

Quality of Life	MCAD	Museums
Quality of Life	MCAD	Cultural Affairs
Quality of Life	MCAD	Public Art

Quality of Life	Library	Branch Operations
Quality of Life	Library	Cataloging
Quality of Life	Library	Grants

Quality of Life	Zoo	Animal Collections
Quality of Life	Zoo	Asset Maintenance
Quality of Life	Zoo	Community Outreach

Quality of Life	Parks	Recreational Services
Quality of Life	Parks	Land Management
Quality of Life	Parks	Park Maintenance
Quality of Life	Parks	Planning

Quality of Life	Parks	Facilities Maintenance

Quality of Life	Health	Animal Care
Quality of Life	Health	Immunizations
Quality of Life	Health	Child Dental Services
Quality of Life	Health	Food Handling Inspections
Quality of Life	Health	Sexualy Transmitted Diseases
Quality of Life	Health	Community Health Education
Quality of Life	Health	Clinical Services

Quality of Life	Community Development	Neighborhood Services
Quality of Life	Community Development	Social Services
Quality of Life	Community Development	Housing
Quality of Life	Community Development	Capital Projects