

CITY OF EL PASO, TEXAS
DEPARTMENT HEAD'S SUMMARY REQUEST FOR COUNCIL ACTION (RCA)

DEPARTMENT: Human Resources

AGENDA DATE: October 23, 2012

CONTACT PERSON/PHONE: Human Resources, Linda Ball Thomas, (915) 541-4509

DISTRICT(S) AFFECTED: N/A

SUBJECT:

APPROVE: That the City Manager be authorized to sign an Interlocal Agreement by and between the City of El Paso ("CITY"), and The University of Texas at El Paso ("UTEP"), wherein UTEP will provide professional development training to executive and professional managerial level employees of the City. The term of the Agreement shall begin on October 23, 2012 and shall end on December 31, 2013, with a maximum cost to the City of \$150,000 for the term. [Human Resources, Linda Ball Thomas, (915) 541-4509]

BACKGROUND / DISCUSSION: To provide professional development training to executive and professional managerial level employees of the City.

PRIOR COUNCIL ACTION: The City approved a similar agreement between UTEP and the City on February 20, 2007.

AMOUNT AND SOURCE OF FUNDING:

Funded for FY13
Funding source: 209 544240 1000 14030
Total amount: \$150,000

BOARD / COMMISSION ACTION:

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

LEGAL: (if required) _____

FINANCE: (if required) _____

OTHER: _____

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

APPROVED FOR AGENDA:

CITY MANAGER: _____ *Jayce A. Triller* _____

DATE: 10/16/12

CITY CLERK DEPT.
2012 OCT 16 AM 9:26

CITY CLERK DEPT.

RESOLUTION

2012 OCT 16 AM 9:26

BE IT RESOLVED BY 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 ("City) and The University of Texas at El Paso ("UTEP"), wherein UTEP will provide professional development training to executive and professional managerial level employees of the City. The term of the Agreement shall begin on October 23, 2012 and shall end on December 31, 2013, with a maximum cost to the City of \$150,000 for the term.

ADOPTED this _____ day of _____, 2012.

THE CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

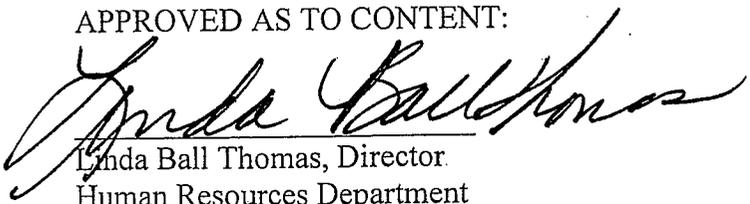
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Elizabeth Ruhmann
Assistant City Attorney

APPROVED AS TO CONTENT:



Linda Ball Thomas, Director
Human Resources Department

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

This Interlocal Agreement (“Agreement”) is entered into this _____ day of _____, 2012, by and between the CITY OF EL PASO, a municipal corporation situated in El Paso County, Texas (the “CITY”) and THE UNIVERSITY OF TEXAS AT EL PASO, a Texas institution of higher education (“UTEP”).

WITNESSETH

WHEREAS, the El Paso City Council has determined that there is a need to provide professional development training to Executive and Professional Managerial level employees of the City; and

WHEREAS, the City has determined that UTEP is capable and qualified to provide such training and services; and,

WHEREAS, UTEP is willing to provide such training to the City of El Paso; and,

WHEREAS, the Texas Interlocal Cooperation Act of the Texas Government Code §§791.001, *et seq.*, allows a local government and a state institution of higher education to contract among each other for governmental functions and services; and

WHEREAS, the services and functions to be performed pursuant to this Agreement constitute solely governmental functions and services.

NOW THEREFORE BE IT RESOLVED, that the CITY and UTEP, for the consideration set forth herein, agree as follows:

1. SCOPE OF SERVICES

UTEP agrees to provide professional development training as set forth in Attachment “A,” which is attached hereto and made a part hereof for all purposes.

2. TERM

The term of this agreement shall begin on October 23, 2012 and shall end on December 31, 2013; provided, however, that the term of the agreement may be extended upon the written approval of both parties.

3. COMPENSATION AND METHOD OF PAYMENT

The total cost of the services requested pursuant to this Agreement shall not exceed ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$150,000.00), broken down as follows: SEVENTY FIVE THOUSAND AND 00/100 DOLLARS (\$75,000) per group of students, based on a charge not to exceed TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$2,500.00) per student, divided into two (2) groups of thirty (30) students, one (1) group of students per fiscal year. UTEP agrees that at no time shall it make a claim against the City for more than the rate provided under the compensation rates and terms set forth in this Agreement. Payment will be made to UTEP within thirty (30) days following receipt of an invoice after each of the two training courses.

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 contained herein shall be construed as creating the relationship of employer and employee between the CITY and UTEP.

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

B. Termination shall be without prejudice to any obligation by one party to the other which shall have accrued and be owing prior thereto.

9. NOTICES

All notices, communications and reports under this Agreement shall be hand delivered or mailed, certified, return receipt requested, to the respective parties at the respective addresses shown below, unless and until either party is otherwise notified in writing by the other party:

CITY: Human Resources Director
City of El Paso Human Resources Department †
Two Civic Center Plaza
El Paso, Texas 79901-1196

UTEP: The University of Texas at El Paso
ATTN: Junius Gonzales, M.D., M.B.A.
Provost and Vice-President for Academic Affairs
500 W. University Ave,
Administration Bldg. Room 310
El Paso, TX 79968

COPY TO: Josie Carmona, Director
Professional and Public Programs
500 W. University Ave,
Kelly Hall Room 111
El Paso, TX 79968

10. WAIVER

Action or inaction by either party regarding any default, breach or condition precedent shall be construed as a waiver of any other default, breach of 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 Discrimination 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. **ENTIRE 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 contract may not be amended unless reduced to writing and executed by all 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 in 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 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 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 mission 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 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 the 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 AGREGATE 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.
- 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.

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

(Signatures follow on the next page)

CITY OF EL PASO


Joyce Wilson
City Manager

ATTEST:

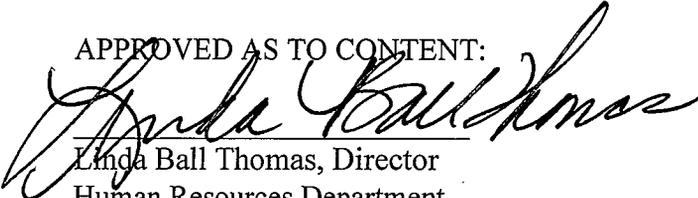
Richarda Momsen

APPROVED AS TO FORM:



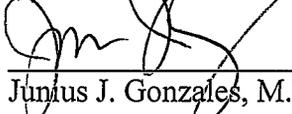
Elizabeth Ruhmann
Assistant City Attorney

APPROVED AS TO CONTENT:



Linda Ball Thomas, Director
Human Resources Department

THE UNIVERSITY OF TEXAS AT EL
PASO (UTEP)



Junius J. Gonzales, M.D., M.B.A.
Provost & Vice President for Academic
Affairs

ATTACHMENT "A"

SCOPE OF SERVICES

Professional and Public Programs at UTEP shall provide five professional development courses per student (minimum of 12 hours per course; total of 60 hours of training). The training sessions for each group of 30 students will be scheduled over approximately 14 weeks with two groups of 30 students to be trained in 2013; one in the spring and one in the fall. Subject to eligibility for enrollment in a graduate program of study at UTEP, City employees will have the option of enrolling in the program for graduate credit (one credit for each course; total of 5 graduate credit hours.)

Professional Development Courses:

1. Effective leadership of high performance organizations.

The first course in the professional development training program examines the leadership capacities, behaviors and skills required to build high performance organizations. The coursework and discussions will be aligned with Lominger competencies identified with high performance, the employee leadership development framework currently employed by the City. The course will also address the challenges of organizational complexity, collaborative endeavors that cross departments and involve external organizations or players; the leadership of organizational change and mobilizing people to adapt to change; and leading thoughtfully in times of crisis and conflict.

2. Organizational behavior and personal leadership styles.

The second course examines the challenge of leading and supervising employees of many different personalities. It begins with a personal leadership style inventory (Myers- Briggs) as a tool to increase awareness and to improve working relationships. It examines differences in leader and employee attributes and relationship styles, the role of emotional intelligence in leading and managing people, interpersonal persuasion tactics and strategies/best practices in managing employee performance. It discusses management strategies for dealing with difficult people in the workplace.

3. Organizational communication & effectiveness

This course examines the role of communication in organizational effectiveness: models and practices for interpersonal and group communication. Leadership is essentially about communication with all levels in the organization: chief executives and political leaders, subordinates, and peers and collaborating groups. The course considers differences in communication with employees across gender, generational and cultural differences; and it emphasizes the role of communication in organizational change. The course also discusses

strategies for effective communication and messaging with external audiences and the strategic use of communication channels (media).

4. Team-based organizing & conflict management in high performance organizations

The fourth course addresses the critical leadership processes of team building and conflict management. Leaders spend a significant amount of time structuring teams and their tasks and managing work group conflict. This course will explore the appropriate uses of team-based organizing, the problems typically encountered, and the skills required to build and lead effective teams. It will examine conflict characteristics (issues and processes), the sources of organizational conflict and strategies for analyzing them, and the transformative capacity of conflict. It will provide practical frameworks and tools for managing conflict. It also will introduce principles and skills used in negotiating and bargaining with and among employees.

5. Strategic planning and the strategic design of programs to better serve customers.

The final course focuses on strategic planning in public organizations: the process from vision and core values to strategy development, design and redesign of programs and processes, and performance measurement. It will examine tools that are appropriate for various stages in the process and address engagement with all categories of stakeholders, including citizens and customers, individually and through interest groups. The course will align with the City's current strategic plans and Managing for Results (MFR) initiative. Improving business processes for better customer service will be a key concern.

Critical thinking (the disciplined process of analyzing and synthesizing information in solving problems), case studies, cohort member networking and team building exercises will be employed in the analysis of the topics in each course.