



COMMISSIONERS COURT COMMUNICATION

AGENDA DATE: 12/19/11

CONSENT OR REGULAR: Consent

CONTRACT REFERENCE NO

(IF APPLICABLE): KK-11-135 (Interlocal)

SUBJECT:

Approve the Memorandum of Understanding between the County Judge and the City of El Paso for Shared Executive Services for the County through August 31, 2012.

BACKGROUND/DISCUSSION OF TOPIC: To include statutory requirement, operational impact, legal impact, or performance goal.

On August 22, 2011, the County Commissioners Court ("CC") approved an Executive Management Shared Services Interlocal Agreement (the "*Interlocal*") that allowed for the sharing of executive management services between the City of El Paso and the County of El Paso. This Interlocal was for the time period of August 16, 2011 through August 31, 2012. Pursuant to this Interlocal, the CC also approved a memorandum of understanding between the County Judge and the City Manager that allowed for the City to loan its Chief Financial Officer to the County Judge on a half-time basis through December 31, 2011. The Chief Financial Officer would serve in the capacity of the Chief Administrator for the County Judge and work directly and independently for the County Judge in this capacity.

Since this time period, the Chief Administrator has assisted the County Judge and the Commissioners Court with the restructuring and reorganizing of departments that directly report to the Court as well as other projects such as agenda management and emergency services board recommendations. The County Judge would like to extend this agreement through the end of August 31, 2012.

FISCAL IMPACT:

The cost of the services over the four-month period are estimated to be approximately less than \$20,000. If extended through 8/31/12, it is anticipated that the cost of this extension would be approximately \$40,000.

PRIOR COMMISSIONERS COURT ACTION (IF ANY):

CC approved this item on its consent agenda at the August 22, 2011, meeting.

SUBMITTED BY:

Carmen Arrieta-Candelaria, Chief Administrator, County of El Paso

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

**EXECUTIVE MANAGEMENT SHARED SERVICES
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is made and entered into by and between the El Paso County Judge ("County Judge"), as approved by the El Paso County Commissioners Court ("County"), and the City of El Paso, Texas, a home-rule municipal corporation, by and through its City Manager ("City").

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. This MOU is entered into pursuant to EXECUTIVE MANAGEMENT SHARED SERVICES INTERLOCAL AGREEMENT entered into between the City and the County on the 23rd day of August, 2011.

2. SHARED EXECUTIVE MANAGEMENT SERVICES.

The City will loan its Chief Financial Officer to the County Judge on a half-time basis. Duties and work hours shall be mutually established between the County Judge, the Chief Financial Officer, and the City Manager's Office. The Chief Financial Officer shall serve as Chief Administrator for the County Judge and work directly and independently for the County Judge in this capacity.

The Chief Financial Officer/Chief Administrator shall avoid 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.

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

3. CONSIDERATION.

The City and the County Judge 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 costs incurred by the City, in an amount not to exceed \$120,187.00 per year.

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 January 1, 2012, regardless of its date of execution, and shall terminate on August 31, 2012. Either party may terminate this Agreement at any time without cause upon written notice.

5. 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

TO THE CITY: Ms. Joyce Wilson
City Manager
2 Civic Center Plaza
El Paso, Texas 79901

6. MISCELLANEOUS.

- 6.1 The Chief Financial Officer/Chief Administrator is deemed to be and remain, at all times during the term of this Memorandum of Understanding, 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.

- 6.2 Beyond the consideration provided for herein, each party shall bear its own cost of participation in this Agreement.
- 6.3 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.
- 6.4 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.
- 6.5 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.

IN WITNESS WHEREOF this Memorandum of Understanding has been executed by the County Judge, as approved by the El Paso County Commissioners Court, and the City of El Paso, by and through its City Manager in the manner provided by law.

EL PASO COUNTY JUDGE

THE CITY OF EL PASO

County Judge Veronica Escobar
Date: December 19, 2011

By _____
Joyce Wilson, City Manager
Date: _____

ATTEST:

ATTEST:

County Clerk
Approved by the El Paso County
Commissioners Court on the
19th day of December, 2011

City Clerk

Approved as to form:

Approved as to form:

Lee Shapleigh
Assistant County Attorney

John Batoon
Assistant City Attorney