

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

DEPARTMENT: Economic & International Development Department

AGENDA DATE: June 16, 2015

CONTACT PERSON/PH. No.: Cary Westin, Managing Director, (915) 212-1614

DISTRICT(S) AFFECTED: ALL

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Discussion and action that the Mayor be authorized to sign a Second Amendment to the interlocal agreement for Economic Development Contract Administration Services between the City of El Paso and the County of El Paso which amends Section 4, Consideration and payment, in its entirety. (All Districts) [Economic and International Development Department—Cary Westin, Managing Director, (915) 212-1614]

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

On March 3, 2008, the City and County entered into an Economic Development Contract Administrations Services agreement. This provided an opportunity for a more effective promotion of economic development activities by coordinating and sharing resources. On October 30, 2012 City Council approved the First Amendment to the Interlocal Agreement to expand the scope of services and increase personnel to two individuals assigned to perform economic development duties and develop and execute a Rural and Small Town Economic Development Business Plan to attract business and industry to locate or expand in the City and County.

The second amendment to the interlocal agreement amends in its entirety Section 4 "Consideration and payment" of the original document to read as follows: The County shall reimburse the City for personal services costs for the actual cost of two full-time personnel services contracts in the amount of up to One Hundred and Thirty One Thousand Five Hundred and Fifteen Dollars and 00/100 (\$131,515.00) following the City's compensation policies as approved by City Council. The County shall also reimburse the City for operating costs associated with the training and maintenance of the professional certification of the two employees hired by the City, the use of motor pool vehicles to travel throughout the County for outreach meetings, and for the cost of office supplies, in an amount not to exceed Three Thousand Five Hundred and Thirty and 00/100 (\$3,530.00) per year. The County agrees to reimburse the City a total amount not to exceed of One Hundred and Sixty eight Thousand Three Hundred and Fourteen dollars and 00/100 (\$168,314.00) during the County's 2014-2015 fiscal year. This amount includes expenses for indirect cost, such as an administrative fee payable to the City in the amount of \$33,269.00.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Approved initial agreement effective March 3, 2008. Amended said agreement on October 30, 2012.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

On May 18, 2015 Commissioners Court authorized a sum sufficient to cover this arrangement. The cost estimate for the County's is approximately \$168,000.

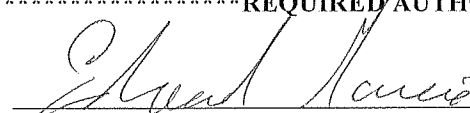
BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

N/A

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

DEPARTMENT HEAD:



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

RESOLUTION

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

That the Mayor be authorized to sign a Second Amendment to the Interlocal Agreement for Economic Development Contract Administration Services between the City of El Paso and the County of El Paso which amends Section 4, Consideration and Payment, in its entirety.

EXECUTED this ____ day of _____, 2015.

CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

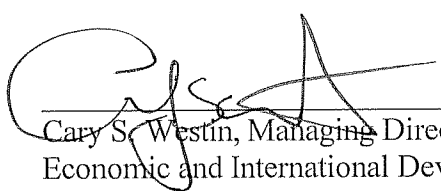
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Karla M. Nieman
Assistant City Attorney

APPROVED AS TO CONTENT:



Cary S. Westin, Managing Director
Economic and International Development

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

**SECOND AMENDMENT
INTERLOCAL AGREEMENT FOR
ECONOMIC DEVELOPMENT CONTRACT
ADMINISTRATION SERVICES**

This Second Amendment is made and entered into this 18 day of May, 2015, by and between the County of El Paso ("County"), with the agreement, consent, and participation of the El Paso County Attorney ("County Attorney"), and the City of El Paso, Texas, a home-rule municipal corporation ("City"), under the authority and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791, Texas Government Code.

WITNESSETH:

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, the County and the City are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this agreement and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, Texas Local Government Code, Chapters 380 and 381, authorize the County and the City to enter into economic development agreements to attract business and industry to locate or expand in the City and County; and

WHEREAS, the County and the City recognize that a consolidated effort in the attraction of business and industry to locate or expand in the city and county are in each party's best interest, in the best interest of the citizens of the City and County of El Paso, and that this agreement will increase the effective and efficient functioning of each party; and

WHEREAS, on March 3, 2008, the County and the City entered into an Interlocal Agreement, and amended said Interlocal Agreement on October 30, 2012; and

WHEREAS, all amounts previously due to be paid by County to City have been paid in full with the exception of City invoice No. ECO0000045 for salaries through December 13, 2014 and no other amounts for salary reimbursement are due or owing for salaries paid by City prior to December 13, 2014.

WHEREAS, the County and the City now wish to amend the Agreement to clarify the terms agreed to on October 30, 2012;

NOW THEREFORE, in consideration of the terms and conditions herein which fairly compensate the performing party, it is mutually agreed as follows:

1. That Section 4, Consideration and Payment, is amended in its entirety to read as follows:

During the term of this Agreement, the County shall reimburse the City for personal services costs for the actual cost of two full-time personnel services contracts in the amount of up to One Hundred and Thirty One Thousand Five Hundred and Fifteen Dollars and 00/100 (\$131,515.00) following the City's compensation policies as approved by City Council.

The County shall also reimburse the City for operating costs associated with the training and maintenance of the professional certification of the two employees hired by the City, the use of motor pool vehicles to travel throughout the County for outreach and meetings, and for the cost of office supplies, in an amount not to exceed Three Thousand Five Hundred and Thirty and 00/100 (\$3,530.00) per year.

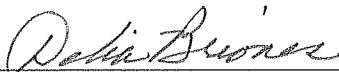
The County agrees to reimburse the City a total amount not to exceed of One Hundred and Sixty Eight Thousand Three Hundred and Fourteen Dollars and 00/100 (\$168,314) during the County's 2014-2015 fiscal year. This amount includes expenses for indirect costs.

On or before July 15th of each year during the term of this Agreement, the City shall notify the County regarding any estimated modifications to the salary of the employees covered by this Agreement for the upcoming contract year for the County's budgeting purposes. Upon adoption of the City's budget for the fiscal year, the City shall notify the County of the exact amount to be paid for the positions. In the event the County does not agree to the new contract amount, it shall provide written notice to the City of its intent to terminate the Agreement as specified in the original Agreement. The amount authorized for operating costs may not be increased without the prior written agreement of the Parties.

The County Reimbursement shall be due on a semiannual basis (December 15th and June 15th of each year or the first business day thereafter). Services provided for less than one-half of the fiscal year shall be paid on a pro-rated basis.

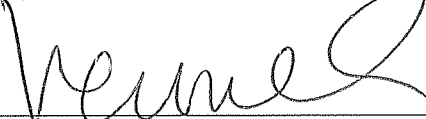
IN WITNESS WHEREOF this Agreement has been executed on behalf of the County of El Paso and the City of El Paso in the manner provided by law.

ATTEST



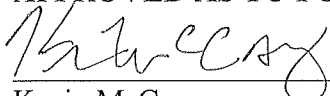
County Clerk

THE COUNTY OF EL PASO

By 

County Judge Veronica Escobar
Date: 5/18/15

APPROVED AS TO FORM:



Kevin McCary
Assistant County Attorney

ATTEST

Richarda Duffy Momsen
City Clerk

THE CITY OF EL PASO

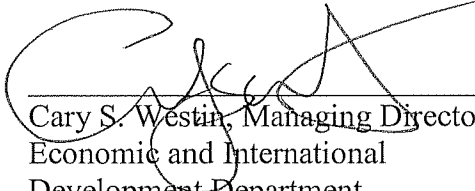
By _____
Oscar Leaser, Mayor
Date: _____

APPROVED AS TO FORM:



Karla M. Nieman
Assistant City Attorney

APPROVED AS TO CONTENT:



Cary S. Westin, Managing Director
Economic and International
Development Department