

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

DEPARTMENT: Economic Development

AGENDA DATE: February 6, 2007

CONTACT PERSON/PHONE: Economic Development, Kathryn B. Dodson, (915) 541-4670

DISTRICT(S) AFFECTED: N/A

SUBJECT:

That the City Manager be authorized to sign an Employment Agreement between the **CITY OF ELPASO** and **Frank Mangan**, to employ Frank Mangan as Technology Coordinator for the Economic Development Department, at a biweekly rate of \$2,307.69, for 40 hours per week. The term of the contract shall be for the period of February 7, 2007 through February 6, 2008.

BACKGROUND / DISCUSSION:

This position is necessary to continue to foster and develop management plans to meet the City's economic development goals, meet and coordinate economic development/redevelopment activities with public officials, public and private organizations, committees, city employees and interested groups.

PRIOR COUNCIL ACTION:

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

No

AMOUNT AND SOURCE OF FUNDING:

Fund Source: 72010268 – 01101 – 72000 – 501011

Total Amount of Contract: \$60,000

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

N/A

CITY CLERK DEPT.
07 JAN 31 PM 1:36

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

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

DEPARTMENT HEAD: _____
(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:** _____

RESOLUTION

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

That the City Manager be authorized to sign an Employment Agreement between the **CITY OF EL PASO** and **FRANK MANGAN**, to employ Frank Mangan as a Technology Coordinator for the Economic Development Department, at a biweekly rate of \$2,307.62. The term of the contract shall be for the period of February 7, 2007 through February 6, 2008.

APPROVED this _____ day of February, 2007

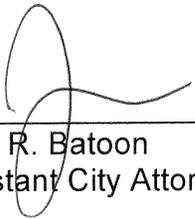
THE CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



John R. Batoon
Assistant City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

EMPLOYMENT AGREEMENT

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **FRANK MANGAN**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the Economic Development Department, desires to employ the Employee as a Technology Coordinator; and

WHEREAS, Employee possesses the skills to render said employment to the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the Economic Development Department, in El Paso, Texas. Contractor agrees to adhere to all relevant rules and policies of the Economic Development Department.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about February 7, 2007 and be completed by February 8, 2008. The City Manager shall have the authority to automatically renew this contract for one or more additional set of periods of time, by giving written notice to the Employee not less than thirty (30) prior to the date upon which this contract would otherwise terminate. Written notice is given by way of this contract.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid biweekly at the rate of Two Thousand Three Seven and 69/100 Dollars (\$2,307.69) for forty (40) hours per week. The total amount of the contract shall not exceed

\$60,000.00 plus benefits. The Employee is classified as an Exempt employee under FLSA and is not eligible for overtime pay. The full time contract employee named in this Agreement shall be eligible for the following benefits:

A. The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be eligible to continue to participate in and receive the benefits of those Plans in the same manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, he shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. This is an irrevocable election which may not be changed in subsequent contracts.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will he make a claim against the City for more than the rate provided under the terms of this contract.

4. AMENDMENT OF AGREEMENT. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or pursuant to any City Ordinance authorizing contract amendments.

5. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the Economic Development Department, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

6. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract 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 the courts of El Paso County, Texas.

7. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

8. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause

to terminate this agreement or if Contract Employee is in breach of this contract, the contract may be terminated immediately upon written notification to the Contract Employee of the cause for termination. As a member of the unclassified services for the City, Employee is subject to removal from his or her position pursuant to Section 6.2-3 of the Charter. Employee acknowledges that Employee has no right of appeal with respect to termination of his or her employment.

9. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out his duties under this Contract.

10. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee at the following addresses:

CITY: City of El Paso
Economic Development Department
Attn: Director
Two Civic Center Plaza, 2nd Floor
El Paso, Texas 79901-1196

EMPLOYEE: Frank Mangan

IN WITNESS WHEREOF the parties have executed this agreement at El Paso, Texas this day of February, 2007.

CITY OF EL PASO, TEXAS:

EMPLOYEE:

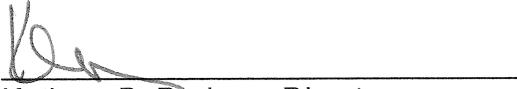
Joyce A. Wilson
City Manager



Name: Frank Mangan

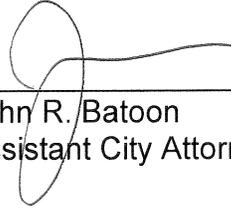
(Signatures continued on Page 5)

APPROVED AS TO CONTENT:



Kathryn B. Dodson, Director
Economic Development Department

APPROVED AS TO FORM:



John R. Batoon
Assistant City Attorney

Frank "Pancho" Mangan

CAREER SUMMARY:

A third generation El Pasoan and seventh generation Texan working as a management professional with over 25 years experience in economic development, commercial real estate, residential and commercial lending.

EDUCATION:

University of Texas at El Paso
Bachelor of Arts degree in Business Administration and Marketing – 1978

EXPERIENCE and ACCOMPLISHMENTS:

1997 – 2006

**Assistant Vice President
Greater El Paso Chamber of Commerce /
Regional Economic Development Corporation (REDCO)**

Managed the recruitment and business development operation of the Economic Development Division of the Greater Chamber, recently renamed REDCO. This included monthly recruitment and marketing trips, focusing on major metropolitan areas in the West Coast, Midwest and East Coast. These trips included strategic presentations to site relocation consultants which helped El Paso being named, for the 1st time, in "Expansion Management" magazine as 21st of the top 50 hottest cities to locate business. In addition, I was responsible for hosting visits of clients considering relocation or expansion in the El Paso region. I also coordinated and managed a 30-member economic development advisory council. Furthermore, I initiated the proposed transformation of a distressed commercial / industrial corridor into a retail / restaurant / entertainment district. Major accomplishments in my division include:

- Relocated or expanded 120 businesses, resulting in thousands of new jobs.
- Helped reduce the unemployment rate from 11.6% in 1997 to 6.7% by December of 2000.
- Instrumental in the creation of the "Rio Grande Economic Development Alliance". This group of Economic Development entities has been recruited from three states and two nations to develop niches that the regional economy can target, improve competitiveness and optimize our economic development efforts to create jobs and capital investment.

1994 – 1997 **Vice President**
Leader Mortgage Company
El Paso, Texas

I was responsible for the marketing and processing of commercial and residential financing. Delivered presentations to real estate professionals and developers explaining the merits of various lending opportunities. Represented dozens of lenders and investors in an effort to provide capital to those seeking financing.

1991 – 1994 **Account Representative / Marketing Coordinator**
United Parcel Service
El Paso, Texas

I was responsible for developing new markets, focusing on large commercial accounts. Designed and developed regional marketing strategies. Trained incoming account executives. Coordinated the introduction of new service offerings and product lines, including the production of multi-media marketing materials. I was also responsible for auditing the OSHA regulations in the centers of Texas and New Mexico region. Coordinated public relations events and activities, such as the corporate chalet at El Paso's "Amigo Airsho".

1983 – 1992 **President / CEO**
Apartment Brokerage Incorporated
El Paso, Texas

Sold multi-family apartment complexes and commercial income producing projects to investors. As investment counselor, I developed a computerized program to review the merits or shortcomings of an income-producing project to potential investors. In addition, I was publisher of the nationally distributed "Apartment Report" newsletter.

1979 – 1983 **Publication Manager**
Mangan Book Publishing Company
El Paso, Texas

I was responsible for the proofreading and editing of all copy in the publishing process. Contributed to the research and study of historical information used by the publisher. In addition, assisted in the photography, layout and creative design of books and brochures.

CIVIC and PROFESSIONAL ORGANIZATIONS

- Amigo Airsho – Chalet coordinator
- El Paso Cancer Treatment Center – volunteer
- El Paso Chapter Certified Commercial Investment Member (CCIM) associate
- El Paso Sun Bowl – Half time coordinator and media host representative
- Greater El Paso Association of Realtors – Commercial Investment Division officer
- Leadership El Paso – Class XXIII
- Sunturians - Board member – an international organization committed to aggressively influencing the growth and development of the El Paso, Texas and Juarez, Mexico area through economic and cultural activities.
- Susan Komen Breast Cancer Foundation – “Race for the Cure” volunteer

REFERENCES

References will be furnished on request

SCOPE OF DUTIES STATEMENT

Technology Coordinator

(EL PASO CONTRACT POSITION)

General Purpose

Under the supervision of the Economic Development Manager/Director, this position performs professional level activity with the local business base and fundamental technology partners to produce and advance technology innovation and expansion.

Typical Duties

Analyze and facilitate economic development opportunities within the community by developing partnerships to advance the City of El Paso's technology initiatives. These initiatives require ongoing interaction with community and economic development stakeholders.

Develop plan of action and implement a visit strategy designed to target technology business sectors for expansion.

Initiate contact, identify and facilitate the delivery of needed business services and improve overall satisfaction with the City of El Paso as a place to locate and grow technology businesses.

Work closely with the Business First program to coordinate outreach efforts and facilitate issues.

Represent the City of El Paso at events, on committees and boards and attend technology cluster group meetings to monitor activities.

Key Responsibilities:

- Establish, develop and maintain a long term, effective plan for the advancement of technology initiatives locally
- Identify and coordinate research efforts in targeted business sectors including automated database system
- Set weekly, monthly and annual goals for outreach program
- Launch and direct growth of the program
- Handle referrals to partners and other city departments
- Facilitate marketing efforts with Communications Coordinator

Outreach Activities:

- Serve as representative of the City of El Paso
- Project positive and supportive image of the City of El Paso
- Review and prioritize outreach action items
- Develop considerable knowledge of each firm to be visited
- Establish and maintain working relationships with company officials
- Input information into automated database system
- Develop and maintain follow-up with businesses to ensure service delivery objectives

Knowledge, Abilities and Skills

- Proactive, self-starter with drive, determination and positive attitude
- Ability to work with minimal supervision
- Goal oriented and results focused with high standards
- Good project management and implementation skills
- Excellent, interpersonal, communication, phone and listening skills
- Excellent time management and project management, skills
- Strong management skills and the ability to focus and multi-task
- Strong team building and motivational skills
- Ability to remain objective
- Good understanding of customer satisfaction principles and best practices

SCOPE OF DUTIES STATEMENT

Technology Coordinator

(EL PASO CONTRACT POSITION)

- Excellent writing, presentation, report, typing and computer skills
- Good knowledge of economic development principles and practices
- Thorough knowledge of local business community
- Clear concise oral and written communications.

Other Job Characteristics

- Work extended hours as necessary.
- Daily driving through City Traffic.

Minimum Qualifications

Education and Experience: Bachelor's Degree in Business or Public Administration, economics, finance or related field and four (4) years of professional business, economic, operational, marketing or financial analysis. Experience working directly with businesses, business support agencies and public-private partnerships is essential. Previous experience in a business development role, either in public or private sector is desirable. Previous experience establishing business networks and partnerships is advantageous.

Licenses and Certificates: Require a Texas Class "C" Driver's License or equivalent from another state.