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

DEPARTMENT: **POLICE**

AGENDA DATE: **MAY 29, 2012**

CONTACT PERSON/PHONE: **MICHELLE GARDNER, ASSISTANT POLICE CHIEF, 564-7301**
BRUCE D. COLLINS – PURCHASING MANAGER, 541-4313

DISTRICT (S) AFFECTED: ALL

SUBJECT:

That the City Manager be authorized to sign the Third Amendment to the Independent Contractor Agreement by and between the CITY OF EL PASO, a Texas home rule municipal corporation ("the City"), and RONALD THOMAS FAZIO, to extend the contract an additional 90 days (until September 1, 2012) in an amount of approximately $25,000.00, for a total contract amount not to exceed $60,000.00; and to authorize the City Manager to further extend the contract and increase the contract in an additional amount not to exceed $15,000.00 more, as needed, until a new contract is awarded. The City of El Paso is currently in the process of issuing a solicitation for the maintenance and management of an on-site forensic crime laboratory at the City's police department. During this bidding process, and until a contract is awarded, the City requires the continued professional services of RONALD THOMAS FAZIO as the Laboratory Services Manager at the El Paso Police Department, in order to maintain the continuity of services at the City's crime lab.

BACKGROUND / DISCUSSION:

The Police Department currently operates its own accredited forensic crime laboratory for the analysis of marijuana, controlled substances and dangerous drugs. Due to findings by the American Society of Crime Laboratory Directors / Laboratory Accreditation Board (ASCLD / LAB), the accrediting body, it is mandatory for the maintenance and operation of the laboratory to have a qualified laboratory services manager in place. Because the laboratory function is highly technical, alternative options were considered. As a result, the City finds it in its best interest to outsource the operation and management of an on-site crime laboratory to a third party. However, until this process is completed, it is critical to continue the City's operation of the laboratory which necessitates continuation of the professional services contract with Ronald Thomas Fazio as the Laboratory Services Manager. This will ensure services are not interrupted and that case investigation and prosecution are not negatively affected.

SELECTION SUMMARY:

This is a Resolution/Contract for Temporary Crime Lab Services until a RFP is awarded.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

21150060-502215- 16411 – P500232 – State Confiscated Funds

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD: _____

Name Signature Date

COUNCIL PROJECT FORM
(RESOLUTION)

**********POSTING LANGUAGE BELOW**********

Please place the following item on the **CONSENT** agenda (under **RESOLUTIONS**) for the Council Meeting of **MAY 29, 2012**.

That the City Manager be authorized to sign the Third Amendment to the Independent Contractor Agreement by and between the CITY OF EL PASO, a Texas home rule municipal corporation ("the City"), and RONALD THOMAS FAZIO, to extend the contract an additional 90 days (until September 1, 2012) in an amount of approximately $25,000.00, for a total contract amount not to exceed $60,000.00; and to authorize the City Manager to further extend the contract and increase the contract in an additional amount not to exceed $15,000.00 more, as needed, until a new contract is awarded. The City of El Paso is currently in the process of issuing a solicitation for the maintenance and management of an on-site forensic crime laboratory at the City's police department. During this bidding process, and until a contract is awarded, the City requires the continued professional services of RONALD THOMAS FAZIO as the Laboratory Services Manager at the El Paso Police Department, in order to maintain the continuity of services at the City's crime lab.

Department: Police
Districts(s): ALL

**********ADDITIONAL INFO BELOW**********

RESOLUTION

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

That the City Manager be authorized to sign the Third Amendment to the Independent Contractor Agreement by and between the CITY OF EL PASO, a Texas home rule municipal corporation ("the City"), and RONALD THOMAS FAZIO, to extend the contract an additional 90 days (until September 1, 2012) in an amount of approximately $25,000.00, for a total contract amount not to exceed $60,000.00; and to authorize the City Manager to further extend the contract and increase the contract in an additional amount not to exceed $15,000.00 more, as needed, until a new contract is awarded. The City of El Paso is currently in the process of issuing a solicitation for the maintenance and management of an on-site forensic crime laboratory at the City's police department. During this bidding process, and until a contract is awarded, the City requires the continued professional services of RONALD THOMAS FAZIO as the Laboratory Services Manager at the El Paso Police Department, in order to maintain the continuity of services at the City's crime lab.

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 M. Ruhmann
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Gregory Allen, Police Chief
El Paso Police Department

12-1043-131/Doc #117026/Ronald T. Fazio/RESO
ERUH/3rd Amendment to Independent Contractor Agreement

STATE OF TEXAS	)	
	)	**THIRD AMENDMENT TO**
	)	**INDEPENDENT CONTRACTOR AGREEMENT**
COUNTY OF EL PASO	)	

This amendment is entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation, hereinafter referred to as "City", and **RONALD THOMAS FAZIO**, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, on January 19, 2012, the City approved an Independent Contractor Agreement ("Agreement"), between Ronald Thomas Fazio and the City; and

WHEREAS, on March 14, 2012, the City approved the First Amendment to the Agreement; and

WHEREAS, on April 30, 2012, the City approved the Second Amendment to the Agreement; and

WHEREAS, both parties now wish to amend the contract for the third time to change the "Time of Performance" and "Compensation and Method of Payment";

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

1. That paragraph 2, TIME OF PERFORMANCE, is hereby amended to read as follows:

> The services of Contractor are to commence on or about June 3, 2012 and be completed by September 1, 2012. The City Manager shall have the authority to automatically renew this contract for one or more additional periods of time, by giving written notice to the Contractor not less than fifteen (15) days prior to the date upon which this contract would otherwise terminate. Written notice is given by way of this contract.

2. That paragraph 3, COMPENSATION AND METHOD OF PAYMENT, is hereby amended to read as follows:

> The Contractor shall be paid an hourly rate of Seventy-Five and 00/100 Dollars ($75.00). The total amount of the contract, including any extensions, shall not exceed $60,000.00. Contractor is to maintain complete and accurate records for reimbursement for contract services performed as indicated in Attachment "B" (Time Sheet) to the Independent Contractor Agreement. The Time Sheet: 1) allows the contractor to charge time to more than one activity; 2) reflects and determines the contractor's actual activity for a given pay period; 3) must be signed by the contractor and certified by the Program Manager or Administrator. The City understands that necessary hours worked within a calendar week may fluctuate below or above 20 hours based on need as 20 hours weekly is an overall estimate. In the event work product needs over the contract period appear to potentially exceed 240 hours (calculated at 20 hours per week for 12 weeks), additional hours may be worked with advance written approval from the Program Manager or Administrator as long as such action does not exceed the overall contract limit of $60,000.00. Also, the City will pay for travel and accommodations for an estimated fifteen (15) trips during the course of this contract.

Except as herein amended, all other provisions of the Agreement dated January 19, 2012, and the two subsequent amendments thereto dated March 14, 2012 and April 30, 2012, shall remain the same.

IN WITNESS WHEREOF the parties have executed this Agreement at El Paso, Texas this _____ day of May, 2012.

CITY OF EL PASO, TEXAS:

Joyce Wilson , City Manager

CONTRACTOR:

Ronald Thomas Fazio

APPROVED AS TO CONTENT:

Gregory Allen, Police Chief
El Paso Police Department

APPROVED AS TO FORM:

Elizabeth M. Ruhmann
Assistant City Attorney