

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

**DEPARTMENT:** Metropolitan Planning Organization

**AGENDA DATE:** 06/5/07

**CONTACT PERSON/PHONE:** Ricardo Dominguez, MPO, (915) 591-9735

**DISTRICT(S) AFFECTED:** Citywide

**SUBJECT:**

**APPROVE** A resolution which will allow the City Manager to sign an Employment Agreement between the City of El Paso and Dr. Salvador Gonzalez-Ayala of the Metropolitan Planning Organization for an additional year.

**BACKGROUND / DISCUSSION:**

The MPO Department depends on Dr. Gonzalez-Ayala's experience to run all necessary technical analysis using state of the art modeling forecast software to state and federal approval of the MPO planning and programming documents. Dr. Gonzalez-Ayala assists Sun Metro in the evaluation and the implementation of Bus Rapid Transit projects, including proposed International Transit System and their multi-model feeder networks (bicycle, pedestrian, etc.,) He assist the City of El Paso in the design and evaluation of its bicycle path network and in the development of Traffic Impact Analysis.

**PRIOR COUNCIL ACTION:**

Has the Council previously considered this item or a closely related one? If so, when?

Yes, June 21, 2005

**AMOUNT AND SOURCE OF FUNDING:**

Funding Source: This is a grant funded position.  
Funding is available through G780703 for FY 07/08  
Account No. 68150009-501011-68000-G780703  
Contract Total: \$100,000.00

**BOARD / COMMISSION ACTION:**

Enter appropriate comments or N/A

N/A

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\*\*\*\*\*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:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**RESOLUTION**

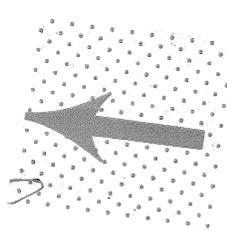
**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the City Manager be authorized to sign an Employment Agreement between the **CITY OF EL PASO** and **SALVADOR GONZALEZ-AYALA**, to employ Salvador Gonzalez-Ayala as a Transportation Planning & Program Manager for the Metropolitan Planning Organization, at a biweekly rate of \$3,846.15. The term of the contract shall be for the period of July 1, 2007 and be completed by June 30, 2008.

**APPROVED** this \_\_\_\_\_ day of June, 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

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STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

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**EMPLOYMENT AGREEMENT**  
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This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **SALVADOR GONZALEZ-AYALA**, hereinafter referred to as "Employee," witnesseth:

**WHEREAS**, the City, on behalf of the Metropolitan Planning Organization, desires to employ the Employee as a Transportation Planning and Program Manager; 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 Metropolitan Planning Organization, in El Paso, Texas. Contractor agrees to adhere to all relevant rules and policies of the Metropolitan Planning Organization.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about July 1, 2007 and be completed by June 30, 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) days 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 Three Thousand Eight Hundred Forty-Six and 15/100 Dollars (\$3,846.15) for forty (40) hours per week. The total amount of the contract shall not exceed \$100,000.00 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.

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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 Metropolitan Planning Organization, 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

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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  
Metropolitan Planning Organization  
Attn: Executive Director  
10767 Gateway Boulevard West, Suite 605  
El Paso, Texas 79935

EMPLOYEE: Salvador Gonzalez-Ayala

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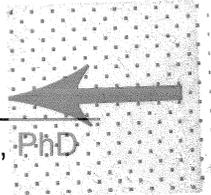
**IN WITNESS WHEREOF** the parties have executed this agreement at El Paso, Texas this \_\_\_\_ day of June, 2007.

**CITY OF EL PASO, TEXAS:**

\_\_\_\_\_  
Joyce A. Wilson  
City Manager

**EMPLOYEE:**

\_\_\_\_\_  
Name: Salvador Gonzalez-Ayala, PhD



SIGN  
HERE

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Roy Gilyard, Executive Director  
Metropolitan Planning Organization

**APPROVED AS TO FORM:**

\_\_\_\_\_  
John R. Batoon  
Assistant City Attorney

## SCOPE OF DUTIES STATEMENT

Transportation Planning & Programs Manager

(EL PASO CONTRACT POSITION)

### **General Purpose**

Under general direction, conducts, coordinates and implements multi-modal surface transportation planning activities; performs related duties as required.

### **Typical Duties:**

Assist Sun Metro in the evaluation and implementation of Bus Rapid Transit projects, and their multi-modal feeder networks (bicycle, pedestrian, etc.). Assist the City of El Paso, in the design and evaluation of its bicycle path network. Assist the City of El Paso, in the development of Traffic Impact Analyses.

Design complex travel survey instruments for next generation of regional travel models, advising and coordinating with technical staff of the Texas Department of Transportation (TxDOT) and the Texas Transportation Institute (TTI). The surveys will be needed by Sun Metro when they apply for federal Transit Administration for SMART Starts Grants. In coordination with the TxDOT and TTI, supervise the implementation of the 2007 comprehensive travel surveys, and related data gathering efforts. Using the data gathered under the 200 comprehensive travel surveys, develop, calibrate, and validate the next generation of regional multi-modal travel models.

Supervise the development of a multi-regional model using TransCAD and VISSUM/VISUM and other MPO models. Provide Travel Demand Modeling training on MPO staff and MPO's member agencies staff such as the City of El Paso staff. Supervise the Transportation planner's in running alternative analysis on projects assigned by management using MPO's models. Assist with data analysis using MPO models for the Congestion Management Process Plan.

Perform air quality analysis for CMAQ projects and other projects as assigned. Assist in evaluating the technical studies as assigned. Assist in drafting the MTP. Develop a technical memorandum manual on the MPO's TrnsCAD and VISSIM/VISSUM models including any refinements to the models. Supervise the development and maintenance of a land use model(s). Provide training to MPO planners on the land use model(s). Propose transportation studies and surveys.

### **Other Job Characteristics**

- None.

### **Minimum Qualifications**

Education and Experience: Graduation from an accredited college or university with a Bachelor's Degree (Master's desirable) in urban and regional planning. City planning, Public Administration, Transportation Engineering or related field and six years of progressively responsible experience in the field of urban or regional planning, transportation planning including two years at a supervisory level; or an equivalent combination of training and experience.

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

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