

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

DEPARTMENT: MPO

AGENDA DATE: 08/02/05

CONTACT PERSON/PHONE: Metropolitan Planning Organization, Roy Gilyard, (915) 591-9735

DISTRICT(S) AFFECTED: N/A

SUBJECT:

APPROVE: Personal Services Contract

BACKGROUND / DISCUSSION:

This personal services contract is necessary in order for the El Paso Metropolitan Planning Organization office to operate at its highest efficiency and provide economic benefits to the office. The contracted employee will analyze air quality and other environmental impact data, oversees and directs reporting on same, will analyze data and perform mathematical calculations to forecast traffic volumes.

PRIOR COUNCIL ACTION:

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

No

AMOUNT AND SOURCE OF FUNDING:

Already funded for FY/05

Fund Source: G780503-05024-501011-68000-68150009

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

Per Civil Service Commission approval on 7/28/05

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

LEGAL: (if required) __LM__

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 a Contract between the **CITY OF EL PASO** and **STEVE COLEMAN**, to assist the Metropolitan Planning Organization as a Transportation Special Projects Planner, at a biweekly rate of \$1,240.00, for up to 20 hours per week. The term of the contract shall be for the period of August 3, 2005 through August 2, 2007.

APPROVED this 2nd day of August 2005.

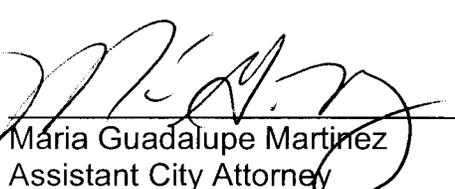
THE CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Maria Guadalupe Martinez
Assistant City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

PERSONAL SERVICES CONTRACT

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

WHEREAS, the City, on behalf of the Metropolitan Planning Organization, desires to employ the Employee as a Transportation Special Projects Planner; 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. Contract Employee 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 August 3, 2005 and be completed by August 2, 2007.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid a biweekly rate of One Thousand Two Hundred Forty and 00/100 Dollars (\$1,240.00) for up to twenty (20) hours per week. Employee is classified as an exempt employee under FLSA and is not eligible for overtime pay. The City will provide no 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. Additionally, the City Manager is hereby further authorized to approve and sign on behalf of the City any non-monetary amendments to this agreement.

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

EMPLOYEE: Steve Coleman

IN WITNESS WHEREOF the parties have executed this agreement at El Paso, Texas this _____ day of _____, 2005.

CITY OF EL PASO, TEXAS:

EMPLOYEE:

Joyce A. Wilson
City Manager

Steven P Coleman

Name: Steve Coleman

Approved as to Content:

Approved as to Form:

Roy Gilyard

Roy Gilyard, Executive Director
Metropolitan Planning Organization

Maria Guadalupe Martinez

Maria Guadalupe Martinez
Assistant City Attorney

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: _____

Secretary

Date: July 28, 2005