

CITY CLERK DEPT.

07 JUN 12 PM 1:22

RESOLUTION

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

That the City Manager be authorized to sign a Personal Services Contract between the **CITY OF EL PASO** and **DR. ROBERT GALVAN**, to employ Dr. Robert Galvan as Interim Director of the El Paso City-County Health and Environmental District, at a monthly rate of \$15,500.00. The term of the contract shall be for the period of July 3, 2007 through January 2, 2008.

APPROVED this 13th day of June 2007.

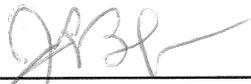
THE CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



John R. Batoon
Assistant City Attorney

CITY CLERK DEPT.
STATE OF TEXAS)
07 JUN 12 PM 1:29) PERSONAL SERVICES CONTRACT
COUNTY OF EL PASO)

This contract, made this 13th day of June, 2007, by the CITY AND COUNTY OF EL PASO, on behalf of the EL PASO CITY-COUNTY HEALTH AND ENVIRONMENTAL DISTRICT, hereinafter called "Health District," and DR. ROBERT GALVAN, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City and the County, on behalf of the Health District, desires to employ the Employee as Interim Director of the El Paso City-County Health and Environmental District; and

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

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 Health District, in El Paso, Texas. Contractor agrees to adhere to all relevant rules and policies of the Health District.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about July 3, 2007 and be completed by January 2, 2008.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid a monthly salary at the rate of \$15,500.00 that includes a \$2,500.00 monthly expense allowance to be used for temporary housing/vehicle and travel allowance. The Employee is classified as an Exempt employee under FLSA and is not eligible for

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

5. 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.

6. 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 the County, 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.

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

8. DURATION, TERMINATION, AND ASSIGNMENT. This Contract shall be in full force and effect from July 3, 2007 through January 2, 2008, subject to any limitations set forth herein. Any party may terminate this Contract by giving the other party thirty (30) days written notice. Should the Health District have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Contractor of the

07 JUN 12 PM 1:23
CITY CLERK DEPT.