

RESOLUTION NO. 08-2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE AN AMENDMENT TO THAT CERTAIN PROFESSIONAL SERVICES CONTRACT, DATED SEPTEMBER 21, 2016, BY AND BETWEEN THE ABILENE TAYLOR COUNTY PUBLIC HEALTH DISTRICT AND CINDY LYN HESS.

WHEREAS, the Abilene Taylor County Public Health District, ("ATCPHD") and Cindy Lyn Hess ("Contractor") entered into a Professional Service Contract (the "Contract") for the provision of professional services; and

WHEREAS, the term of the contract expires August 31, 2017; and

WHEREAS, ATCPHD and Contractor desire to amend the Contract to change the hourly rate of pay for all work performed after February 7, 2017 from sixty five dollars (\$65.00) per hour to (\$60.00) dollars per hour; and

WHEREAS, ATCPHD and Contractor desire to amend the Contract to increase the number of hours worked per week to four days per week, being eight hours per day, for a total of thirty two (32) hours per week, beginning on February 7, 2017;

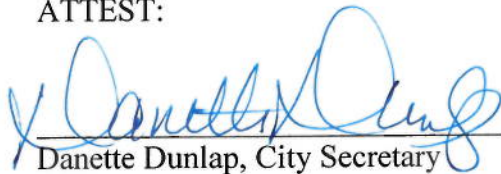
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS:

Part 1: The City Manager or his designee is hereby authorized to negotiate and execute an amendment, substantially in the form of Exhibit A, to amend the Contract referenced above.


Part 2. That this Resolution takes effect immediately upon its adoption.

ADOPTED this 31st day of January, 2017.

ATTEST:



Danette Dunlap, City Secretary



Norman Archibald, Mayor

APPROVED:



Stanley Smith, City Attorney

EXHIBIT A
AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT BETWEEN ABILENE TAYLOR COUNTY
PUBLIC HEALTH DISTRICT AND
CINDY LYN HESS

On September 21, 2016 the Abilene Taylor County Public Health District, (“ATCPHD”) and Cindy Lyn Hess (“Contractor”) entered into a Professional Services Contract (the “Contract”);

ATCPHD and Contractor desire to amend Attachment B to the Contract, titled “Payment Schedule”, and Attachment D to the Contract, titled “Additional Payment Schedule Information”;

Now, therefore, in exchange of mutual promises herein, the parties agree to amend the above referenced Attachments of the Contract to read as follows:

ATTACHMENT B
PAYMENT SCHEDULE

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of \$65.00 per hour for any work performed before February 7, 2017, and at a rate of \$60.00 per hour for any work performed after February 7, 2017, for a total sum not to exceed \$85,560 in hourly wages. In addition, any reimbursement for travel expenses shall not exceed \$3,700 for the term of this Contract, and the total of any reimbursement for any license registration fee or fees shall not exceed \$740 for the term of this Contract. Any reimbursement for travel expenses or license registration fees shall be contingent upon funding availability. Total compensation, including, without limitation, hourly compensation, license or registration fee reimbursement, and travel reimbursement shall not exceed \$90,000 during the term of this Contract.

ATTACHMENT D
ADDITIONAL PAYMENT SCHEDULE INFORMATION

1. The Professional must complete all services by August 31, 2017.

2. Professional will work on a part-time basis, consisting of eight hours per day, two days per week for that period of this Contract before February 7, 2017 and will work on a part-time basis, consisting of eight hours per day, four days per week, for that period of this Contract after February 7, 2017 for a total not to exceed 1398 hours within the whole term of this Contract.
3. Professional will observe all City of Abilene holidays and will receive two weeks of unpaid vacation.
4. Professional will receive payment on a bi-weekly basis.

All other terms and conditions of the Contract shall remain in full force and effect. If this amendment is not executed prior to the expiration of the initial term or duration of the Contract, the ATCPHD and Contractor expressly agree, by execution of this amendment, to all of the terms and conditions of the Contract for a new term or duration as defined in this amendment. Nothing herein shall be deemed a waiver or release of any rights or obligations of the terms and conditions of the Contract.

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