

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

**DEPARTMENT:** Economic Development

**AGENDA DATE:** January 16, 2007

**CONTACT PERSON/PHONE:** Economic Development, Kathryn B. Dodson, (915) 541-4670

**DISTRICT(S) AFFECTED:** N/A

**SUBJECT:**

That the City Manager be authorized to sign an Employment Agreement between the **CITY OF ELPASO** and **LUCILLE A. PONTICELLI**, to employ Lucille A. Ponticelli as an Economic Development Manager for the Economic Development Department, at a biweekly rate of \$3,226.65, for 40 hours per week. The term of the contract shall be for the period of February 1, 2007 through January 31, 2008.

**BACKGROUND / DISCUSSION:**

This position is necessary to continue to foster and develop management plans to meet the City's economic development goals, meet and coordinate economic development/redevelopment activities with public officials, public and private organizations, committees, city employees and interested groups.

**PRIOR COUNCIL ACTION:**

**Has the Council previously considered this item or a closely related one?**

Yes, January 17, 2006

**AMOUNT AND SOURCE OF FUNDING:**

Funded for FY/07  
Fund Source: 72010268-01101-72000 -501011  
Contract Total: \$83,892.90

**BOARD / COMMISSION ACTION:**

**Enter appropriate comments or N/A**

N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**LEGAL:** (if required) \_\_\_\_\_ **FINANCE:** (if required) \_\_\_\_\_

**DEPARTMENT HEAD:** \_\_\_\_\_  
(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 **LUCILLE A. PONTICELLI**, to employ Lucille A. Ponticelli as an Economic Development Manager for the Economic Development Department, at a biweekly rate of \$3,226.65. The term of the contract shall be for the period of February 1, 2007 through January 31, 2008.

**APPROVED** this \_\_\_\_\_ day of January 2007.

THE CITY OF EL PASO

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John F. Cook  
Mayor

ATTEST:

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Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:



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John R. Batoon  
Assistant City Attorney

STATE OF TEXAS        )  
                                  )  
COUNTY OF EL PASO    )

**EMPLOYMENT AGREEMENT**

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

**WHEREAS**, the City, on behalf of the Economic Development Department, desires to employ the Employee as an Economic Development 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 Economic Development Department, in El Paso, Texas. Contractor agrees to adhere to all relevant rules and policies of the Economic Development Department.

2.    TIME OF PERFORMANCE. The services of Employee are to commence on or about February 1, 2007 and be completed by January 31, 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 Two Hundred Twenty-Six and 65/100

Dollars (\$3,226.65) for forty (40) hours per week. The total amount of the contract shall not exceed \$83,892.90 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, she 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.

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.

The City will provide no other fringe benefits. Employee agrees that at no time will she 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 Economic Development Department, 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 thirty (30) 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 her 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  
Economic Development Department  
Attn: Director  
2 Civic Center Plaza, 1<sup>st</sup> Floor  
El Paso, Texas 79901-1196

EMPLOYEE: Lucille A. Ponticelli

**IN WITNESS WHEREOF** the parties have executed this agreement at El Paso,

Texas this \_\_\_\_\_ day of January, 2007.

**CITY OF EL PASO, TEXAS:**

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

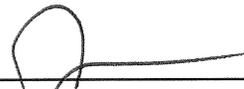
**EMPLOYEE:**

  
\_\_\_\_\_  
Name: Lucille A. Ponticelli

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Kathryn B. Dodson, Director  
Economic Development Department

**APPROVED AS TO FORM:**

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

## **Scope of Duties**

### **Economic Development Manager**

#### **Duties**

- Develop management plans to meet City's economic development goals.
- Analyze real estate management projects.
- Develop and evaluate business assistance, business retention and financing plans.
- Develop and evaluate plans and criteria for a programs and projects relating to redevelopment of underutilized areas.
- Solicit development proposals from private development companies.
- Negotiate development contracts with private developers and major employers.
- Meet and coordinate economic development/redevelopment activities with public officials, public and private organizations, committees, city employees, and interested groups.
- Serve as department liaison.
- Promote economic development initiatives.
- Prepare reports on economic development activities and conduct presentations.
- Conduct market and feasibility studies, and cost-benefit analyses.

#### **Education and Experience**

Accredited Bachelor's Degree in Economics, Business or Public Administration, Urban Planning, Finance or related field, plus four (4) years of experience managing economic development, international manufacturing or trade, or interstate commerce programs.

# Luci Ponticelli

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## **CAPSULE:**

Economic Development programming is the cornerstone for successful economic diversification, new revenue through taxes, and new job development for communities. This model is the driving force of a successful economic engine that brings new dollars into the community, develops a broad business base to serve and employ its citizens, and funds the demand for new government services as the area grows. An accomplished economic development professional understands the importance of clarity of vision and mission, and offers the technical expertise for program planning and execution. Twenty-six years experience yields a professional with business acumen, marketing know how and offers a "quick start" to ease a demanding need.

## **EDUCATION:**

University of Phoenix - Tucson, Arizona 1998  
B. S. Business Administration

## **ADDITIONAL TRAINING:**

University of Oklahoma - Norman, Oklahoma 1987  
Economic Development Institute

Certified Economic Developer designation 1988

## **PROFESSIONAL EXPERIENCE:**

Feb1 2006 - Present

City of El Paso, Texas

Economic Development Manager - Management support to the Director. Work closely to develop program and implement strategy. Participate in budget development process and maintain ongoing oversight. Participate in hiring, oversee personnel and staff load distribution. Manage Business Services (attraction), Business First (local retention and expansion), and Research (community data) modules. Participate in attraction and local prospect visits. Facilitate projects through city system as needed. Monitor and deploy resources for grants. Coordinate data collection and publishing for marketing materials and website. Custom tailored promotional reports. Project management and coordination of consulting studies and associated contracts. Outside Professional Services contracts oversight. Act as Enterprise Zone Administrator. Interact with other government organizations. Oversee tax abatement and enterprise zone annual compliance and reporting process. Develop network and build relationships internally and externally. Represent the department and the Director as necessary. Special projects as assigned by the Director.

2002 to Feb 1 05

Pascua Yaqui Tribe (PYTribe) – Tucson, Arizona

Interim Director – Diversification of casino economy through the creation of a strategy to generate new jobs and revenue streams for the Tribe. Interacted heavily with Tribal Council and casino Executive Management i.e. weekly oversight committee meetings, council study sessions; special project reviews. Guide Tribal Council investment and marketing efforts through Strategic Planning. Broaden referral network, bring in leads, and evaluate new investment opportunities. Conduct market research and industry trend analysis. Prepare investment feasibility reports and conduct investor credibility checks. Developed design concept, structure, layout of marketing materials and reports.

Coordinate prospect visits. Develop and coordinate the activities of the research program. Manage division budget and personnel including organization restructure to include the merger of Community Development and Planning. Initiated and completed Enterprise Zone boundary modification to include PYTribe reservation. Evaluate Micro-Loan Program for improvement action.

## RESUME OF LUCI PONTICELLI – PAGE NO 2.

Project manager over first PYTribe business opportunity with Chevron USA including facilitation of dealer supply agreement, oversee A & E design concept, facilitation of construction issues and development of hiring plan, vendor review and interaction. Liquor License process for both casinos and Chevron convenience store.

Community relations and media relations i. e. community familiarization tours, plan/coordinate community events, media interaction, represent tribe on community committees such as the Management Committee of the Pima Association of Governments and Mayor's CEO roundtable. Develop image of Tribe as investor through community involvement and exposure.

1993 to 2002 Greater Tucson Economic Council - Tucson, Arizona  
Vice President - Corporate Services -Manage Corporate Services team of 6. Direct management interface with Senior Corporate Executives. Developed and implemented marketing Program of Work. Marketing materials development and publication, tradeshow booth design, web site design, special presentations and prospect building schedule. Extensive knowledge of real estate picture i. e. available land and buildings, location within the market and associated costs. Manage collection of economic demographic data for prospect proposals, marketing materials, web site and onsite presentations. Local and International supply chain development. Coordinate government and business leadership to support projects. Small business assistance and referral as a support function of the overall program. Public Relations and Communications was a component of the position.

### Prior Experience

Nogales-Santa Cruz County Economic Development Foundation - Nogales , AZ  
Executive Director - Manage operations and local business marketing program. Develop seminar series for local business retention and expansion. Complete foreign trade zone sub-zone for Chrysler/Accustar. Market Nogales, Arizona as a location for Maquila support facilities. Public Relations and Communications was a component of the position.

Greater Tucson Economic Council - Tucson, Arizona  
Manager of Business Development - Developed and executed marketing program of work. Manage the development of proposals and custom tailored presentations. Coordinate the collection of economic and demographic data, special studies and real estate information. Coordinated public - private partner representation during prospect visits. Manage all aspects of prospect visits including itinerary development, transportation, lodging, hospitality and high-level meetings. Manage University of Arizona internship program and special projects. Public Relations and Communications is a component of the position.

Tucson Economic Development Corporation - Tucson, Arizona  
Client Services Representative - Direct interface with top-level corporate executives considering Tucson/Pima County as a location for expansion/relocation. Planned, budgeted and implemented program. Interact with research department to develop proposals and presentations according to prospect specifications. Interact heavily with commercial and industrial real estate professionals relative to sites. All aspects of prospect visits including itinerary development, transportation, lodging, hospitality and high level meetings. Media and Public Relations was a component of the position.

### PROFESSIONAL ORGANIZATIONS:

International Economic Development Council – Ceecd (Certified Economic Developer)  
National Association of Female Executives