

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

DEPARTMENT: El Paso Water Utilities

AGENDA DATE: 1/30/07

CONTACT PERSON/PHONE: El Paso Water Utilities, Fred Loweree, (915) 541-5521

DISTRICT(S) AFFECTED: N/A

SUBJECT:

APPROVE: Independent Contractor Agreement for Rodolfo Valdez

BACKGROUND / DISCUSSION:

The El Paso Water Utilities desires to engage the services of Rodolfo Valdez because our department requires temporary assistance in coordinating with major development planners on upcoming real estate projects that will impact service demands and facility needs.

PRIOR COUNCIL ACTION:

No

AMOUNT AND SOURCE OF FUNDING:

Funded for FY07
Funding Source: 702-140
Contract Total: \$57,056.00

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

*****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 Independent Contractor Agreement between the **CITY OF EL PASO** and **RODOLFO VALDEZ**, to employ Rodolfo Valdez as a Utility Land Management Coordinator for the El Paso Water Utilities, at an hourly rate of \$35.66. The term of the contract shall be for the period of February 7, 2007 through February 6, 2008.

APPROVED this _____ day of January, 2007.

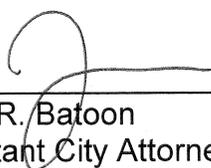
THE CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



John R. Batoon
Assistant City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INDEPENDENT CONTRACTOR AGREEMENT

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

WHEREAS, on June 21, 2005, City Council adopted Ordinance No. 16072 allowing the City Manager or his or her designee to enter into and sign certain contracts on behalf of the City that are personal services, professional and temporary services, independent services contracts, and other service contracts authorized under the Charter, either part-time or full time; and,

WHEREAS, this contract falls within the parameters of Ordinance No. 16072; and,

WHEREAS, the City desires to engage the Contractor on behalf of the El Paso Water Utilities as a Utility Land Management Coordinator to assist in planning, implementing and coordinating land management functions; and

WHEREAS, Contractor possesses the skills to render said services to the City;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. The Contractor shall perform the services found in Attachment "A," attached and made a part hereof, under the terms and conditions hereinafter stated, and the Contractor hereby accepts and agrees to perform such services for the El Paso Water Utilities in El Paso, Texas. Contract Employee agrees to adhere to all relevant rules and policies of the El Paso Water Utilities.

2. TIME OF PERFORMANCE. The services of Contractor are to take place from February 7, 2007 and be completed by February 6, 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 Contractor 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. The Contractor will be paid bi-weekly based on the number of hours worked for that time period. The work hours will be on an as needed basis (flexible) to meet his responsibilities, but not to exceed 1600 hours over a year's time (i.e. average 32 hours per week for 50 weeks). Contractor will not be paid for holidays. Contractor will be required to provide his own transportation for work related matters. Mileage reimbursement for business use of his vehicle will be paid at the current IRS rate. The hourly rate to be paid is \$35.66 per hour. Total amount of contract shall not exceed \$57,056.00. The Utility will provide no other benefits. Contractor agrees that at no time will he make a claim against the Utility for more than the rate provided under the terms of this contract. The Utility will provide Contractor with an IRS Form 1099 at the end of the calendar year. Contractor will be responsible for the payment of all applicable federal and state taxes.

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 places where such services are to be performed is in the El Paso Water Utilities, in the City and County of El Paso, Texas, or such other places as may be necessary to fulfill the terms of this Contract.

6. INDEPENDENT CONTRACTOR RELATIONSHIP. Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.

7. 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.

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 Contractor of the cause for termination. The City shall have the right immediately to terminate the Contract for default if the Contractor violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement.

9. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor 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.

10. MISCELLANEOUS. The El Paso Water Utilities shall provide such office space for Contractor as is necessary, in the sole determination of the El Paso Water Utilities for Contract to carry out his duties under this contract.

11. 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 Contractor at the following addresses:

CITY: City of El Paso
 El Paso Water Utilities
 Attn: General Manager
 1154 Hawkins Boulevard
 El Paso, Texas 79925

CONTRACTOR: Rodolfo Valdez

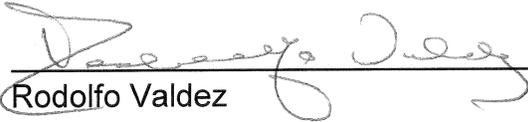
IN WITNESS WHEREOF the parties have executed this agreement at El Paso,

Texas this _____ day of January 2007.

CITY OF EL PASO, TEXAS:

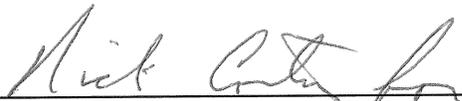
Joyce Wilson
City Manager

CONTRACTOR:



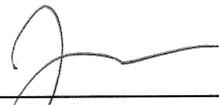
Rodolfo Valdez

APPROVED AS TO CONTENT:



Edmund G. Archuleta, General Manager
El Paso Water Utilities

APPROVED AS TO FORM:



John R. Batoon
Assistant City Attorney

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: _____
Secretary
Date: January 25, 2007

ATTACHMENT A

SCOPE OF DUTIES STATEMENT

UTILITY LAND MANAGEMENT COORDINATOR (EPWU CONTRACT POSITION)

SUMMARY

Under direction of the Utility Land and Water Rights Manager and working with the General Manager and Assistant General Manager of the El Paso Water Utilities, plans, implements and coordinates assigned functions for the Land Management Division.

TYPICAL DUTIES

Assist in coordinating the sale of approximately 3,300 acres and 900 acres in Northeast El Paso; assist in coordinating the sale of approximately 1,800 acres in Northwest El Paso; assist in writing, executing and managing leases, contracts, agreements and related documents; assist in the preparation, review and approval of real estate documents, including restrictive covenants, pertaining to the Northeast and Northwest land sales; assist in negotiating temporary land use agreements; assist in upgrading status of properties due to changes in City code; assist in environmental closure statements, testing and remediation of environmental and archaeological issues in the Northeast and Northwest land sales; review easement and right of way agreements; assist in coordinating and making recommendations to Utility Engineering and City Planning staff and other governmental agencies on master planning strategies and land studies for the Northeast and Northwest Utility owned land; assist in coordinating with major development planners on upcoming real estate projects that will impact service demands and facility needs; assist the Land Management Department in the records management project.

RODOLFO VALDEZ

HOME:

EDUCATION: ASSOCIATES DEGREE (A. A.) - EL PASO COMMUNITY COLLEGE
Currently Attending The University of Texas El Paso (Completed 27 hours).
Cumulative College Credits Completed -187 hours.

EXPERIENCE:

1. **Chief Urban Planner** Development Services Department
Planning Division
#2 Civic Center Plaza
El Paso, Texas.

2000 - Present

Primary Duties and Responsibilities

- Chief of Land Development Division/Planning Department personnel involved in zoning, subdivisions, special permits, site plans, special contracts, special privilege licenses, City land sales and purchases.
- Directed preparation of agendas and staff reports for the City Plan Commission, El Paso Mountain Committee, Development Coordinating Committee and Subdivision Coordinating Committee.
- Directed placement of all Subdivision related items on City Council agendas (subdivisions, right-of-way vacation requests, subdivision ordinance amendments, off-site park dedications) including backup information to Mayor and City Council representatives.
- Prepared subdivision ordinance amendments, contract amendments, annexation ordinances for placement on City Council agenda.
- Processed, researched, analyzed reports, land use, population, housing projections, cost/benefit analysis, service plans for annexation applications.
- Responsible for making presentations to City Council, City Plan Commission, El Paso Mountain Committee, Development Coordinating Committee and Subdivision Coordinating Committee.
- Assisted City's Legal Department on proposed State Legislative changes that impact zoning and subdivision regulations.
- Prepared budget data; made budget forecasts for Land Development Division.
- Represented the department at various community meetings and interdepartmental meetings.
- Executive Secretary to the City Plan Commission provide support to the Commission.
- Prepared Access and Excel databases and spreadsheets for subdivision activity, park fees and annexation capitalization fee reports.
- Prepared, organized, developed annual Land Development Division reports for the City Plan Commission annual business meeting.

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CITY CLERK DEPT.

2. **Planner III**

Development Services Department
Planning Division
#2 Civic Center Plaza
El Paso, Texas.

1999 – 2000

Primary Duties and Responsibilities

- Implemented, monitored and enforced state and local subdivision regulations.
- Supervised Subdivision Section personnel (three employees) involved in the subdivision process (subdivision applications, right-of-way vacation and dedication applications, street name change applications, sales and purchases of City property and special privilege license applications).
- Provided direction to subdivision applicants, City departments and agencies in subdivision cases.
- Prepared subdivision staff reports for City Plan Commission and El Paso Mountain Committee meetings.
- Prepared reports, analysis, demographic projections, cost/benefit data, computer graphics, charts and graphs for annexation applications.
- Made presentations to City Council, City Plan Commission, El Paso Mountain Committee, Development Coordinating Committee and Subdivision Coordinating Committee.
- Prepared database and spreadsheets for subdivision, zoning, special permit and site plan reports.
- Prepared park development agreements, resolutions, and ordinances relevant to subdivision cases for City Council action.
- Prepared, organized, developed annual Land Development Division reports for the City Plan Commission annual business meeting.
- Prepared budget data; made budget forecasts for Subdivision Section.
- Acted as Executive Secretary to City Plan Commission in absence of Planning Director.

3. **Planner II (Subdivision Coordinator)**

Development Services Department
Planning Division
#2 Civic Center Plaza
El Paso, Texas.

June 1994 – 1999

Primary Duties and Responsibilities

- Implemented, monitored and enforced state and local subdivision regulations.
- Supervised Subdivision Section personnel (three employees) involved in the subdivision process (subdivision applications, right-of-way vacation and dedication applications, street name change applications, sales and purchases of City property and special privilege license applications).
- Provided direction to subdivision applicants, City departments and agencies in subdivision cases.
- Prepared subdivision staff reports for City Plan Commission.
- Prepared reports, analysis, demographic projections, cost/benefit data, computer graphics, charts and graphs for annexation applications.
- Made presentations to City Council, City Plan Commission, Development Coordinating Committee and Subdivision Coordinating Committee.
- Prepared database and spreadsheets for subdivision reports.

4. **Planner II (El Paso Water Utility Planner)** El Paso Water Utilities
1154 Hawkins
El Paso, Texas.

1991 - 1994

Primary Duties and Responsibilities

- Prepared grant proposals (\$2 million Economic Development Administration grant, Texas Water Development Board water and wastewater grants for colonia program located outside the city limits).
- Assisted in preparation of request for proposals for various water and wastewater projects.
- Researched, reviewed and evaluated location of new wastewater facility in Northwest El Paso.
- Represented the Utility on City's Development Coordinating Committee and other governmental agency meetings.
- Prepared population and housing statistics for Colonia area projects.
- Evaluated East Texas areas for possible purchase by Utility as future water source.
- Assisted in preparing lease agreements of Utility owned land.
- Prepared and assisted in amendments to the El Paso Water Utilities Rules and Regulations.

5. **Planner I** Development Services Department
Planning Division
#2 Civic Center Plaza
El Paso, Texas.

1983 - 1991

Primary Duties and Responsibilities

- Acted as assistant to the Subdivision Coordinator in processing of all subdivision applications, right-of-way vacation and dedication applications.
- Prepared for review by Subdivision Coordinator ordinances, resolutions and zoning contracts for processing.
- Made presentations to City Plan Commission, Department Heads Development Coordinating Committee and Subdivision Coordinating Committee.
- Prepared and maintained spreadsheets for subdivision activity reports.
- Prepared maps, charts and graphics for presentation to different boards, committees

6. **Planner I** Development Services Department
Planning Division
#2 Civic Center Plaza
El Paso, Texas.

1980 - 1983

Primary Duties and Responsibilities

- Conducted, reviewed, researched population and housing surveys.
- Directed preparation of neighborhood studies and technical reports for Long Range Planning and Community Development projects.
- Conducted field land use studies for neighborhood studies.
- Prepared the Magoffin Neighborhood Plan.
- Prepared Mobile Home Study Report as part of an analysis directed at mobile homes and their impact on the City's housing shortage.

7. **Planning Technician III**

Department of Planning, Research, and Development
#2 Civic Center Plaza
El Paso, Texas.

1976 - 1980

Primary Duties and Responsibilities

- Supervised staff in preparation of 1980 Census.
- Prepared Population and Housing Annual and Bi-Annual Reports.
- Researched and analyzed housing statistics from Building Permits and Certificates of Compliance for input into computer.
- Conducted field land use study surveys.
- Develop, plot and draw maps, graphs from land use data, housing and population statistics.
- Researched and make reports regarding City land sales.

8. **Planning Technician II**

Department of Planning, Research, and Development
#2 Civic Center Plaza
El Paso, Texas.

1975 - 1976

Primary Duties and Responsibilities

- Assisted in preparing Population and Housing Annual and Bi-Annual Reports.
- Researched and analyzed housing statistics from Building Permits and Certificates of Compliance for input into computer.
- Updated Land Development Computer Data System with land use, zoning and tax data.
- Conducted field land use study surveys.
- Develop, plot and draw maps, graphs from land use data, housing and population statistics.

Courses Related to Major:

Accounting I and II
Statistics
Management
Marketing

Economics I and II
Computer Programming
Money & Banking
Economy of Mexico

Computer Software Experience:

Microsoft Access
Microsoft Power Point
AUTOCAD

Microsoft Excel

Other Courses of Study:

Principles of Real Estate I & II
Real Estate Law

Real Estate Appraisal

Professional Affiliations:

Member of The National Chapter of the American Planning Association (APA)

References:

Patricia D. Aduato, Deputy City Manager, City of El Paso, El Paso, Texas 79901, (915) 541-4855

Roy Gilyard, Metropolitan Planning Organization, Director, El Paso, Texas 79901, (915) 591-9735