

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

**DEPARTMENT:** Economic Development

**AGENDA DATE:** March 6, 2007

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

**DISTRICT(S) AFFECTED:** All

**SUBJECT:**

That the City Manager be authorized to sign an Employment Agreement between the **CITY OF ELPASO** and **JORGE CASTILLO**, to employ Jorge Castillo as International Coordinator for the Economic Development Department, at a biweekly rate of \$2,307.69, for 40 hours per week. The term of the contract shall be for the period of March 13, 2007 through March 12, 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?**

No

**AMOUNT AND SOURCE OF FUNDING:**

Fund Source: 72010268 – 01101 – 72000 – 501011

Total Amount: \$60,000

**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:** \_\_\_\_\_

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**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 **JORGE CASTILLO**, to employ Jorge Castillo as an International Coordinator for the Economic Development Department, at a biweekly rate of \$2,307.69. The term of the contract shall be for the period of March 13, 2007 through March 12, 2008.

**APPROVED** this \_\_\_\_\_ day of March 2007

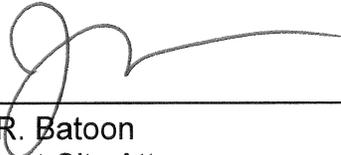
THE CITY OF EL PASO

\_\_\_\_\_  
John F. Cook  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

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

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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 **JORGE CASTILLO**, hereinafter referred to as "Employee," witnesseth:

**WHEREAS**, the City, on behalf of the Economic Development Department, desires to employ the Employee as an International Coordinator; 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 March 13, 2007 and be completed by March 12, 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 Two Thousand Three Hundred Seven and 69/100 Dollars (\$2,307.69) for forty (40) hours per week. The total amount of the contract shall not exceed \$60,000.00 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, he 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. This is an irrevocable election which may not be changed in subsequent contracts.

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.

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The City will provide no other 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.

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 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  
Economic Development Department  
Attn: Director  
Two Civic Center Plaza, 2<sup>nd</sup> Floor  
El Paso, Texas 79901-1196

EMPLOYEE: Jorge Castillo

**IN WITNESS WHEREOF** the parties have executed this agreement at El Paso, Texas this \_\_\_\_ day of March, 2007

**CITY OF EL PASO, TEXAS:**

**EMPLOYEE:**

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

\_\_\_\_\_  
Name: Jorge Castillo

Approved as to Content:

Approved as to Form:

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

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

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## SCOPE OF DUTIES STATEMENT

**INTERNATIONAL COORDINATOR**

**(EL PASO CONTRACT POSITION)**

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### ***General Purpose***

Under general direction, plan and implement an international business development effort in Mexico and with other global partners.

### ***Typical Duties***

Develop quality business and intergovernmental relationships between El Paso and Juarez, Chihuahua, Mexico.

Support the Transportation Strategic Planning Group in their goal to establish El Paso as an international transportation system hub, and premier international commerce port, with improvements in related infrastructure and regulatory requirements.

Become a local point of contact for the Maquiladora industry.

Facilitate supply chain connections between Mexico and El Paso.

Establish El Paso as a center of innovation for enhanced secure border crossing technology.

Host organizations, individuals, delegations and assist with protocol and event, meeting and activities planning.

Organize special events and participate in cross border organizations

Conduct Borderplex market research and formulate international collaborative efforts in trade, tourism, economic development and other projects and programs.

Conduct incoming and outgoing trade missions.

Provide information and technical assistance to personnel, elected officials, foreign officials, business members, and the public.

Perform other duties as required.

### ***Knowledge, Abilities and Skills***

- Considerable knowledge of principles of international business principles and practices.

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- Considerable knowledge of correct English and Spanish usage, grammar, spelling, punctuation and vocabulary.
- Good knowledge of computers and related software.
- Establish and maintain effective working relationships with coworkers, officials, news media, customers and the general public.
- Clear, concise, proficient oral and written communication in English and Spanish.

***Other Job Characteristics***

- Frequent driving through City traffic and Mexico.
- Frequent meeting and public presentations in an international setting.
- Proficient oral and written communication in both English and Spanish required.

***Minimum Qualifications***

Education and Experience: A Bachelor's degree in business administration, international business or related field, and three (3) years of professional international business development experience.

Licenses and Certificates:

- Valid Texas Class "C" Driver's License or equivalent from another state.
- Be qualified to obtain valid, required passport by time of appointment.

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## **JORGE CASTILLO**

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### **EDUCATION:**

Master of Arts, Urban Studies, Trinity University, 1988  
Bachelor of Arts, Liberal Arts, University of Texas at Austin, 1980

### **PROFESSIONAL WORK EXPERIENCE:**

**Program Manager, Border Technology Exchange Program  
Federal Highway Administration/Office of International Programs (OIP)  
Washington D.C.  
April 2006 to present**

Serve as the Program Manager for the Border Technology Exchange Program (BTEP). BTEP responsibilities include collaboration with six technology transfer centers in the Mexican northern border states of Baja California, Chihuahua, Coahuila, Nuevo León, Sonora and Tamaulipas and the neighboring four US states of Arizona, California, New Mexico and Texas. Specific duties include:

- Assist with OIP participation in a major International Symposium on Transportation Technology Transfer in August 2006. Activities included identifying and securing speakers with experience in international technology transfer initiatives, serving as moderator for selected international sessions, making initial contact with potential international partners for future collaborations for technology transfer activities.
- Conduct research and develop outreach strategies designed to identify new partnering opportunities with other federal agencies, university research centers and transportation related trade associations to promote the safe, secure and efficient movement of people and goods between the U.S. and Mexico.
- Coordinate development of strategies to promote technology transfer, monitor international cooperative agreements, and review work plans from BTEP partners designed to promote technology transfer initiatives.
- Visit Technology Transfer Centers in Mexico and identify opportunities to develop specific information and technology exchange initiatives designed to improve transportation along the U.S. Mexico border.
- Communicate effectively in English and Spanish with partners in the U.S. and Mexico.

**Border Affairs Project Specialist - El Paso Field Office  
Texas Commission on Environmental Quality (TCEQ)  
February 2001 to March 2006**

- Collaborated with border agencies such as the International Boundary and Water Commission, North American Development Bank, Border Environment Cooperation Commission, Western Governors Association, U.S. Environmental Protection Agency (USEPA), other Texas agencies (Department of Health and Department of Transportation) as well as state/municipal representatives of environmental and ecology agencies from the northern Mexican border states as well as SEMARNAT (Mexico's

- EPA equivalent).
- Represented the Texas Commission on Environmental Quality (TCEQ) at binational policy forums. Participated in two major US-Mexico Waste Policy Forums, one in 2005 (Tijuana, Baja California) and the other in 2006 (Monterrey, Nuevo Leon) and provided leadership in developing public policy for future waste related issues along the US-Mexico border.
- Collaborated with two Mexico based cement companies, CEMEX Monterrey and GCC Cementos (Cd. Juárez/Samalayuca) on the promotion of tire-derived fuel (CEMEX, GCC) and energy related issues (served as liaison between GCC and the Western Governor's Association Energy Audit/Renewable Energy initiatives).
- Served as US co-chair for a Regional US-Mexico Waste Task Force for a three state area including Texas, New Mexico and Chihuahua (Mexico) as part of a US-Mexico Environmental Program.
- Governmental affairs aspect of duties included interaction with numerous stakeholders such as representatives of local, regional, state and federal (US and Mexico) governments, maquiladora association (Cd. Juárez), business, industry, environmental groups and elected officials.
- Facilitated and supported various community related environmental events and special projects along the Texas-Mexico border including: water conservation activities, a regional recycling workshop in the Lower Rio Grande Valley in Texas and several waste end-use workshops/roundtable sessions (Laredo and San Antonio).

**Transit Planning Manager**  
**Sun Metro Transit System - City of El Paso**  
**November 1999 – January 2001**

Supervise transit planning department with seven staff members. Supervise functions of a transit planning department for a medium sized transit system (100 vehicle peak hour pullout). Duties included route analysis, planning, and identification of transit stops/amenities. Manage consultant contract for a transit user survey and long range transportation improvements. Coordinate with operations department to implement a service plan for two new major transit terminals. Represent transit department at numerous meetings with local, state and federal officials regarding transit planning related initiatives. Conduct public meetings regarding service changes. Conduct meetings with community representatives regarding requests for new transit services.

**Transportation Consultant Associate**  
**LKC Consulting Services, Inc., Houston, Texas**  
**January 1998 – October 1999**

Responsibilities included management of multiple elements of project development. Specific activities included business development, development of scopes of work (proposals for professional services), budget development/ monitoring, research, field work, public presentations and public meeting facilitation. Depending on the size and scope of the project, responsibilities at times included supervision of team members. Specific projects are listed below.

- Assessed the needs of inter-modal facility stakeholders along strategic corridors in the Houston Transportation Management Area for the Houston-Galveston Area Council. Developed an inventory of inter-modal freight facilities. Conducted a workshop for freight industry stakeholders to provide a forum for freight operators and carriers to define facility

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access needs, discuss TEA-21 funding options, to address access deficiencies, and form a stakeholder steering committee to facilitate the communication between public agencies and freight stakeholders. (Subcontractor)

- Served as project manager for the Laredo Transit Planning Study. Responsible for determining transit need through an attractor/generator analysis and a demographic transit need analysis. Responsible for evaluating the operation and efficiency of the current transit system. Supervised all aspects of a bilingual (English/Spanish) transit survey. Based on the analyses, responsible for developing short-term service alternatives and make recommendations as to appropriate service changes. (Project Manager)
- Supervised field crew for an international bridge survey. Coordinated with local international bridge operators, U.S. Customs officials, the City of McAllen Engineering Department, and the survey crew to execute an origin-destination survey for the Anzalduas International Bridge Study. The survey data was used to determine present international bridge capacity and forecast future demand for international passenger vehicle access between the U.S. and Mexico border communities. (Subcontractor)

**Transportation Planner II**  
**El Paso Metropolitan Planning Organization**  
**March 1993 – October 1997**

- Co-coordinated the development of the MPO's Metropolitan Transportation Plan (MTP) and developed the transit element in conjunction with the MTP.
- Served as MPO's representative for bi-national transportation planning team, which conducted project planning for international high occupancy vehicle lane (HOV) lane and dedicated commuter lane. Coordinated data gathering and analysis for cross border traffic.
- Developed scopes of work for several Requests for Proposals (RFPs), including a regional commercial cargo vehicle (truck) route study, a central business district (CBD) circulation/parking study, and a circulation plan for the University of Texas at El Paso/medical center area.
- Responsible for developing a transportation survey to determine transportation issues important to residents. Survey included over 150,000 mail-outs. Supervised initial in-house survey data input processes and later served as the MPO's contact for a contractual arrangement with a local consulting firm to provide data input and analysis for the balance of the surveys. Results were published in the MPO's quarterly newsletter.
- Developed Alternative Fuel Conversion Program for the El Paso MPO utilizing Congestion Mitigation and Air Quality (CMAQ) funds to encourage public entities to convert public fleet vehicles to alternative fuels.

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