

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

DEPARTMENT: Information Technology

AGENDA DATE: 04/17/07

CONTACT PERSON/PHONE: Gerald Gordier, Information Technology, (915) 541-4288

DISTRICT(S) AFFECTED: Citywide

SUBJECT:

APPROVE a resolution which will allow the City Manager to sign an Employment Agreement between the City of El Paso and Monica I. Castillo of the Information Technology Department for an additional year.

BACKGROUND / DISCUSSION:

Employee has been in the position of the Applications Support Administrator for the Information Technology Department for the past three years. It is a contract position and the contract must be approved by City Council before the individual can continue her duties.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? If so, when?

Yes, April 11, 2006

AMOUNT AND SOURCE OF FUNDING:

Funds are available in FY07
Account No. 501011-01101-39010351
Contract Total: \$66,214.47

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

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: _____

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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 **MONICA I. CASTILLO**, to employ Monica I. Castillo as an Applications Support Administrator for the Information Technology Department, at a biweekly rate of \$2,546.71. The term of the contract shall be for the period of April 21, 2007 through April 20, 2008.

APPROVED this _____ day of April 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 **MONICA I. CASTILLO**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the Information Technology Department, desires to employ the Employee as an Applications Support Administrator; 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 Information Technology Department, in El Paso, Texas. Contractor agrees to adhere to all relevant rules and policies of the Information Technology Department.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about April 21, 2007 and be completed by April 20, 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 Five Hundred Forty-Six and 71/100 Dollars

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(\$2,546.71) for forty (40) hours per week. The total amount of the contract shall not exceed \$66,214.47 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. 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.

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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 Information Technology 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 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
Information Technology Department
Attn: Director
Two Civic Center Plaza, Basement
El Paso, Texas 79901

EMPLOYEE: Monica I. Castillo

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

Texas this _____ day of April, 2007

CITY OF EL PASO, TEXAS:

EMPLOYEE:

Joyce A. Wilson
City Manager

Monica I. Castillo

Name: Monica I. Castillo

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Gerald Gordier

Gerald Gordier, CIO/Director
Information Technology Department

John R. Batoon

John R. Batoon
Assistant City Attorney

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ATTACHMENT A
SCOPE OF DUTIES STATEMENT

APPLICATIONS SUPPORT ADMINISTRATOR

(EL PASO CONTRACT POSITION)

General Purpose

Under direction, supervise and control overall system analysis and design of major automated systems and coordinate maintenance and development of computer systems and programs to ensure user needs are met.

Typical Duties

Plan, organize, direct and review systems analysis and design tasks directly or through subordinates. Involves: developing new or modifying existing computer systems and programs; investigating new application areas for potential computerization; determining materials, personnel, equipment and procedures required for system development; conducting or coordinating studies of work flow, methods and procedures, and other aspects of user processing problems or requests; reviewing estimates of cost and resource requirements.

Coordinate development and maintenance of computer systems and programs with users and staff to ensure computing needs being met. Involves: meeting with users to investigate and define processing requests; working closely with network and database administrators to resolve operational problems; working closely with operations staff to develop or modify plans for production methods; developing and presenting programs to management and users in system capabilities and requirements and to justify proposed computer systems, including effect on all users, impact on resources, anticipated costs and benefits; preparing system documentation.

Lead programming/analyst staff in the development and maintenance of computer systems and programs. Involves: providing technical direction and guidance, as required; checking program specification and logic design; coordinating system testing and implementation; troubleshooting existing applications; suggesting modifications as appropriate.

Supervise assigned subordinates. Involves: scheduling, assigning, instructing in, guiding checking and evaluating work; arranging for or engaging in employee training and development; enforcing personnel rules and regulations, standards of conduct, work attendance, and safe work practices; counseling, motivating and maintaining harmonious working relationships among subordinates; recommending staffing and employee status changes; interviewing applicants.

Perform related professional and managerial duties as required. Involves: substituting for supervisor during absences if delegated to maintain continuity of services and operations and similarly substituting for subordinates.

Minimum Qualifications:

Education and Experience: Equivalent to a combination of an accredited Bachelor's Degree in Computer Science, Mathematics, Management Information Systems, or related field of study, plus four (4) years system development and programming experience using a current generation of computer language programming tools, structured query language (SQL) and system architectures associated with computer applications and information systems comparable to those currently installed such as for relational data base management, technical or "end-user" professional productivity products, or graphical user interfaces or data transfer mechanisms using multiple display devices or products; and that included two (2) years in a supervisory capacity.

Special Requirements: Be available for work beyond standard workday or workweek hours as necessary.

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