

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

DEPARTMENT: Library

AGENDA DATE: 05/29/07

CONTACT PERSON/PHONE: Carol Brey-Casiano, El Paso Public Library, (915) 534-5413

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 Nora Rayas for an additional year.

BACKGROUND / DISCUSSION:

This is a contract position and the contract must be approved by City Council before the individual can continue her duties. Employee has been in the position of the Library Technology Manager for the El Paso Public Libraries for the past year. Ms. Rayas oversees and personally plans, develops, installs, operates, services and reviews department network of multi-location computers, servers, routers, other data communication devices, printers, miscellaneous peripheral hardware, and application and utility software.

PRIOR COUNCIL ACTION:

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

No

AMOUNT AND SOURCE OF FUNDING:

Funds are available in FY07
Account No. 53010201-501011-01101-53000
Contract Total: \$53,005.61

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

N/A

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*****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 Employment Agreement between the **CITY OF EL PASO** and **NORA RAYAS**, to employ Nora Rayas as a Library Technology Manager for the El Paso Public Library, at a biweekly rate of \$2,038.68. The term of the contract shall be for the period of June 5, 2007 through June 4, 2008.

APPROVED this 29th day of May, 2007

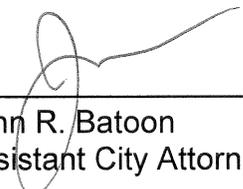
THE CITY OF EL PASO

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

WHEREAS, the City, on behalf of the El Paso Public Library, desires to employ the Employee as a Library Technology 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 El Paso Public Library, in El Paso, Texas. Contractor agrees to adhere to all relevant rules and policies of the El Paso Public Library.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about June 5, 2007 and be completed by June 4, 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 Thirty Eight and 68/100 Dollars (\$2,038.68) for forty (40) hours per week. The total amount of the contract shall not exceed \$53,005.61 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.

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 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 El Paso Public Library, 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
El Paso Public Library
Attn: Director
501 N. Oregon St.
El Paso, Texas 79901

EMPLOYEE: Nora Rayas

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IN WITNESS WHEREOF the parties have executed this agreement at El Paso, Texas this _____ day of May, 2007

CITY OF EL PASO, TEXAS:

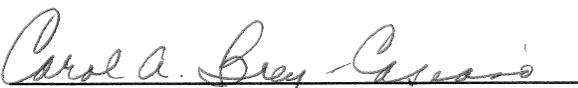
EMPLOYEE:

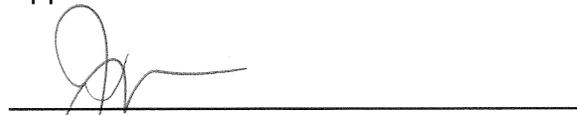
Joyce A. Wilson
City Manager

Name: Nora Rayas

Approved as to Content:

Approved as to Form:


Carol Brey-Casiano, Director
El Paso Public Library


John R. Batoon
Assistant City Attorney

ATTACHMENT A
SCOPE OF DUTIES STATEMENT

LIBRARY TECHNOLOGY MANAGER

(EL PASO CONTRACT POSITION)

General Purpose:

Under direction, coordinate functioning and maintenance of a municipal libraries automated reference and public internet access system, and act as primary end user liaison for technical support regarding citywide information management systems.

Typical Duties:

Oversee and personally plan, develop, install, operate, service and review department network of multi-location computers, servers, routers, other data communication devices, printers, miscellaneous peripheral hardware, and application and utility software. Involves: Collaborate with library and information technology staffs to identify needs, set short and long range goals and priorities, prepare technical specifications, recommend pertinent policies, and devise procedures for existing and proposed desktop, communications, and database capabilities to facilitate and improve patron services. Chair library automation committee and direct allied implementation projects. Ensure effectiveness and efficiency of communications access, security, printing, scanning, operating systems, electronic mail, productivity programs, data storage and backup, and other internal and public information services in accordance with prescribed standards which includes providing users with technical assistance as necessary by instructing users in overcoming difficulties encountered with library, enterprise and legacy systems, and by troubleshooting malfunctions and effecting repairs as qualified. Schedule city information technology and vendor preventive and major emergency systems and software support services with minimal disruption to normal activities, and network backup procedures. Arrange for staff technology skills development training.

Perform system administration and performance monitoring. Involves: Authorize addition and deletion of users. Define, establish and enforce data security. Identify device access paths and availability. Participate in configuring hardware; customizing software to ensure approved applications function properly within existing operating environment. Measure, analyze and report computer, server and network traffic volumes, functional results and resource availability, and adjust parameters to initiate improvements that include, but are not limited to network operations such as minimizing transmission errors and data collisions, and optimizing user response times. Maintain inventories of and account for allocation of equipment, supplies and software. Participate in preparation of department information services budget and allied grant applications, and monitor, compile, analyze and report related expenditures.

Supervise assigned staff. Involves: Schedule, assign, check and evaluate work. Arrange for or engage in employee training and development. Enforce personnel rules and regulations, standards of conduct, work attendance, and safe work practices. Counsel, motivate and maintain harmonious working relationships among subordinates, and recommend staffing and employee status changes. Interview applicants.

Minimum Qualifications:

Education and Experience: Equivalent to a combination of at least an ALA accredited Master of Library Science Degree, plus two (2) years of increasingly responsible professional general information services technical support experience in local or wide area network, or on-line data communications environment; or at least an accredited Bachelor's Degree in Business or Public Administration, Library Science, Computer Science, Information Systems, or related field, plus three (3) years of increasingly responsible professional general information services technical support experience, including two (2) years in a local or wide area network, or on-line data communications enabled public service or library environment.

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NORA A. RAYAS

LIBRARY TECHNOLOGY MANAGER

SKILLS SUMMARY

Solutions-oriented Library IT Manager with notable success directing a broad range of corporate IT initiatives in direct support of Library business objectives.

EXPERIENCE

El Paso Public Library

2001-present

Library Technology Manager

- Plan, formulate, implement and direct administrative practices, policies and techniques for all of the data processing activities of the Library Department, including the infrastructure and operating system of the integrated library system (Horizon).
- Direct, plan, develop, install and review Library's network consisting of 590+ computers, switches, routers, servers and other devices located at 12 facilities.
- Define and enforce data and network security.
- Act as primary liaison for technical support regarding citywide information management systems.
- Supervise 3 FTPs.
- Chair the Library Automation Committee and direct implementation projects.
- Prepare the Library's information services budget, allied grant applications, and any other funds or allocations dedicated to systems.
- Negotiate purchasing of system components, monitor, analyze and report expenditures, and maintain inventory of hardware and software.
- Plan, organize and direct work activities, professional development, and training of Library technical and professional staff.
- Attend and participate in monthly management team process meetings.
- Participate in library strategic project teams, cross-functional teams, and other teams required to complete the goals of the Library.

Assistant Head of Reference

1998-2001

- Assisted people in finding information and using it effectively for personal and professional purposes.
- Managed the Outreach Section, supervised employees, prepared budgets, and directed activities to ensure everything functioned properly.
- Compiled lists of books, periodicals, articles, and audiovisual materials on particular subjects; analyzed collections; and recommended materials.
- Conducted computer classes and coordinated literacy classes.

Public Services Librarian I

1995-1998

- Performed Assistant Head of Reference duties, as outlined above.

EDUCATION

Master's of Information Science

1995

University of Texas at Austin, Austin, Texas

B.S., Criminal Justice

1991

University of Texas at El Paso, El Paso, Texas

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