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

DEPARTMENT: **El Paso Water Utilities**

AGENDA DATE: **07/18/08**

CONTACT PERSON/PHONE: **El Paso Water Utilities, Fred Loweree, (915) 594-5501**

DISTRICT(S) AFFECTED: N/A

SUBJECT:

APPROVE: Personal Services Contracts for EPWU IT Personnel

BACKGROUND / DISCUSSION:

These contracts are for IT positions and will be renewable after 1 year.

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

No

AMOUNT AND SOURCE OF FUNDING:

Already funded for FY/06
Fund Source: 702-730
Jose Granillo - contract amount: $75,000
Yasmin M. Lopez – contract amount: $51,492.48
Alfredo L. Solano – contract amount: $62,572.64
David P. Wolking – contract amount: $61,085.44
Edgardo Chacon – contract amount: $66,196.00

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 a Contract between the **CITY OF EL PASO** and **JOSE GRANILLO,** to employ Jose Granillo as a GIS Manager, at a biweekly rate of $2,884.62, for 40 hours per week. The total amount of the contract shall not exceed $75,000.00 plus benefits. The term of the contract shall be for the period of July 20, 2006 through July 19, 2007.

APPROVED this _____ day of July 2006.

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)
) PERSONAL SERVICES CONTRACT
COUNTY OF EL PASO)

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

WHEREAS, the City, on behalf of the El Paso Water Utilities Department, desires to employ the Employee as a GIS Manager.

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 Water Utilities Department, in El Paso, Texas. Contractor agrees to adhere to all relevant rules and policies of the El Paso Water Utilities Department.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about July 20, 2006 and be completed by July 19, 2007.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid biweekly at the rate of Two Thousand Eight Hundred Eighty Four and 62/100 Dollars ($2,884.62) for forty (40) hours per week. The total amount of the contract shall not exceed $75,000.00 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.

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 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 El Paso Water Utilities 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
Attn: General Manager
El Paso Water Utilities
1154 Hawkins Blvd.
El Paso, Texas 79925

EMPLOYEE: Jose Granillo

IN WITNESS WHEREOF the parties have executed this agreement at El Paso, Texas this ____ day of July, 2006.

CITY OF EL PASO, TEXAS:

_____
Joyce A. Wilson
City Manager

EMPLOYEE:

_____
Name: Jose Granillo
SSN:

APPROVED AS TO CONTENT:

_____
Edmund Archuleta, General Manager
El Paso Water Utilities

APPROVED AS TO FORM:

_____
John R. Batoon
Assistant City Attorney