

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

DEPARTMENT: Metropolitan Planning Organization

AGENDA DATE: 08/15/06

CONTACT PERSON/PHONE: Metropolitan Planning Organization, Ricardo Dominguez, Jr., (915) 591-9735

DISTRICT(S) AFFECTED: N/A

SUBJECT:

APPROVE: Personal Services Contracts for Ida Ramos

BACKGROUND / DISCUSSION:

The contracted employee will assist the MPO staff in carrying out the administration of the geographic information systems specific to the Metropolitan Planning Organization.

PRIOR COUNCIL ACTION:

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

No

AMOUNT AND SOURCE OF FUNDING:

Grant Funded Position
Fund Source: 68150009-501011-68000-G780603-05028
Ida Ramos - Contract Amount: \$52,000

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 **IDA RAMOS**, to employ Ida Ramos as a Geographic Information Systems Specialist, at a biweekly rate of \$2,000.00, for 40 hours per week. The total amount of the contract shall not exceed \$52,000.00 plus benefits. The term of the contract shall be for the period of August 16, 2006 through August 15, 2007.

APPROVED this _____ day of August 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)
)
COUNTY OF EL PASO)

PERSONAL SERVICES CONTRACT

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

WHEREAS, the City, on behalf of the Metropolitan Planning Organization, desires to employ the Employee as a Geographic Information Systems Specialist; 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 Metropolitan Planning Organization, in El Paso, Texas. Contractor agrees to adhere to all relevant rules and policies of the Metropolitan Planning Organization.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about August 16, 2006 and be completed by August 15, 2007.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid biweekly at the rate of Two Thousand and 00/100 Dollars (\$2,000.00) for forty (40) hours per week. The total amount of the contract shall not exceed \$52,000.00 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 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 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
Attn: Assistant Director
Metropolitan Planning Organization
10767 Gateway Blvd., West, Suite 605
El Paso, Texas 79935

EMPLOYEE: Ida Ramos

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

CITY OF EL PASO, TEXAS:

EMPLOYEE:

Joyce A. Wilson
City Manager

Name: Ida Ramos
SSN:

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Ricardo Dominguez, Jr., Assistant Director
Metropolitan Planning Organization

John R. Batoon
Assistant City Attorney