

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

DEPARTMENT: Economic Development

AGENDA DATE: 09/26/06

CONTACT PERSON/PHONE: City Manager, Joyce A. Wilson, (915) 541-4844

DISTRICT(S) AFFECTED: N/A

SUBJECT:

APPROVE: Employment Contract for Kathryn B. Dodson as Economic Development Director

BACKGROUND / DISCUSSION:

To fill position currently left vacant by the incumbent on a permanent basis.

PRIOR COUNCIL ACTION:

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

Yes, position previously held by David Dobson

AMOUNT AND SOURCE OF FUNDING:

Funded for FY07
Funding Source: 72010268-01101-72000
Contract Total: \$120, 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: _____

'06 SEP 19 49:36

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign an Employment Contract between the **CITY OF EL PASO** and **KATHRYN B. DODSON**, to employ Kathryn B. Dodson as Economic Development Director at an annual salary of \$120,000.00. The term of the contract shall be for the period of December 1, 2006 through November 30, 2007.

APPROVED this _____ day of _____ 2006.

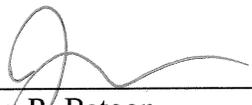
THE CITY OF EL PASO

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)

EMPLOYMENT AGREEMENT

By this Agreement, the **CITY OF EL PASO, TEXAS**, a home rule municipality in the State of Texas, referred to in this Agreement as "Employer," employs **KATHRYN B. DODSON**, referred to in this Agreement as "Employee."

ARTICLE I - TERM

1.01 TERM

By this Agreement, the Employer employs the Employee and the Employee accepts employment with the Employer, for a period of one (1) years beginning on the 1st day of December 2006 and ending the 30th day November of 2007. This Agreement may be extended by mutual agreement of the parties upon such terms and conditions as the parties mutually agree. Both parties agree to provide written notice of their intention to renew this agreement sixty (60) days prior to termination of this agreement, and will thereafter enter into negotiations to make appropriate revisions. 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) prior to the date upon which this contract would otherwise terminate. Written notice is given by way of this contract.

ARTICLE II - COMPENSATION

2.01 COMPENSATION

Compensation for services rendered under this Agreement by the Employee shall be paid by the Employer at a gross salary of One Hundred Twenty Thousand and 00/100 dollars (\$120,000.00) per year, payable on a biweekly basis or otherwise in accordance with any procedures consistent with pay for City employees, and subject to an annual merit increase if applicable, as provided herein in Section 4.05. Employee will receive a car allowance of three hundred and fifty dollars (\$350.00) per month payable on a pro rata basis with each salary check. It is understood and agreed that the gross yearly salary provided for in this Agreement includes the following elements of compensations; heath insurance, dental plan, vision plan or income loss or any other fringe benefits, unless specifically provided for in this Agreement. Employee shall be eligible for coverage under the City Employees' Health Benefit Program in the same

manner as City employees. The Parties further agree that notwithstanding the requirements of Chapter 2.64 of the El Paso Municipal Code, as cited above, Employee must elect such participation in the City Employees' Pension Fund within sixty (60) calendar days from the date this agreement is approved. Should Employee fail to elect to participate within the sixty (60) calendar day time period, such failure acts as an explicit acknowledgment of Employee's waiver of any retirement benefit in any form for the period of time which is the duration of this contract and authorization for the City to make an annual contribution of 10.25% of the gross annual salary to a (401a) Deferred Compensation Plan, payable in bi-weekly installments based on paragraph 2.01 above and individual contribution to a (457) Deferred Compensation Plan.

2.02 EXEMPTION

The compensation under this Agreement is for a normal five day work week, Monday through Friday. It is understood that Employee is employed in an executive capacity and that Employee is an exempt employee within the meaning of the Fair Labor Standards Act. Although Employee's work day will normally consist of eight hours, five days per week, it may be necessary for Employee from time to time, as necessary, to work more than eight hours on a given day and more than forty hours in a given week. It is understood and agreed that Employee is not entitled to overtime compensation in the event Employee works in excess of eight hours in any day or in excess of forty hours in any week.

ARTICLE III - DUTIES OF EMPLOYEE

3.01 DUTIES

The Employee is employed as the Economic Development Director of the City of El Paso. The Employee shall perform the duties as set forth in Attachment "A" to this Agreement. Attachment "A" is hereby incorporated into this Agreement and made a part hereof as if set forth fully herein. Employee may be required to perform other duties of a similar nature as may be required from time to time by the Employer or the City Manager.

3.02 EXTENT OF SERVICES.

The Employee shall devote his entire productive time, ability, attention and energies to the business of the Employer during the term of this Agreement. During such time, the Employee shall not directly or indirectly render any services of a business, commercial or professional nature to any other person or organization, whether or not for compensation, without

without the prior written consent of the Employer and the concurrence of the City Manager, except that the foregoing shall not apply to civic, academic, and related professional organization activities in which Employee may become involved, provided that no such activity will result in detriment to Employer or result in compensation to Employee.

3.03 WORKING CONDITIONS.

The Employer will provide the Employee with an office in the City Hall Building, #2 Civic Center Plaza, El Paso, Texas 79901, or such other place as may be necessary; an administrative assistant and any other facilities, equipment and services as are suitable and necessary, in the opinion of the Employer, to the Employee's position or required for the performance of his duties.

The Employee understands that employees of the Economic Development Department, other than Employee and other specified positions, are governed by the Civil Service Charter of the City of El Paso, the Civil Service Commission Rules and Regulations, City ordinance and other state and federal laws and regulations. The Employee will perform his duties as Information Technology Director in accordance with applicable provisions of the City Charter, Civil Service Commission Rules and Regulations and other laws and regulations in the same manner as required of Department Heads of the City of El Paso.

3.04 SUPERVISION OF EMPLOYEE.

The Employee shall be under the overall supervision of and shall report to the City Manager.

ARTICLE IV - EMPLOYEE BENEFITS AND PENSION

4.01 The Employer agrees to permit the Employee to participate in the following, under the same conditions as City employees:

- a. The City Employees' Health Benefit Program
- b. The City of El Paso Group Term Life Insurance Policy
- c. The City of El Paso Section 125 Cafeteria Plan
- d. The City of El Paso Employees' Pension Fund.
- e. Birthday holiday
- f. All City holidays (9 per year)
- g. Personal Days (4 per year and deducted from Sick Leave)

4.02 VACATION.

The Employee shall be entitled to twelve (12) days paid vacation each twelve (12) month period of employment, with accrual beginning on the first day of employment. However, following the execution of this agreement, Employee's vacation leave will be credited with a beginning balance of four weeks vacation leave. The rest of Employee's vacation leave for the initial year shall then accrue as indicated above in accordance with City of El Paso Civil Service Rules and Regulations.

4.03 SICK LEAVE.

The Employee shall be entitled to fifteen (15) days per year for short term absences due to illness or injury. The rest of the Employee's sick leave for the initial year shall then accrue as indicated above in accordance with City of El Paso Civil Service Rules and Regulations.

4.04 RELOCATION EXPENSES.

The City will pay reasonable relocation expenses based on the submission of at least two (2) competing estimates to be provided by Employee. Employee shall be paid upon her relocation to El Paso.

4.05 PERFORMANCE APPRAISAL.

The City Manager shall review and evaluate the performance of the Economic Development Director at least once annually in advance of the adoption of the annual operating budget. The City Manager, will provide to the Employee a written appraisal of her performance based upon the attainment of goals and objectives agreed in writing. The City Manager, will consider merit increases on an annual basis in accordance with the Employee's performance appraisal.

ARTICLE V - REIMBURSEMENT OF EXPENSES

INCURRED BY EMPLOYEE

5.01 WORK RELATED TRAVEL.

It is acknowledged by the parties to this Agreement that the Employee may be required to travel from time to time in connection with the services to be performed by him for the Employer. Provided that such travel is approved in advance by the City Manager, the Employee shall be reimbursed for all reasonable cost of transportation, meals and lodgings in accordance with the City of El Paso Travel Policy.

ARTICLE VI - TERMINATION OF AGREEMENT

6.01 TERMINATION BY EMPLOYEE.

This Agreement, or any extension thereof, may be terminated by Employee by giving the Employer three (3) months written notice, unless the Employer accepts a shorter period. In the event this Agreement is terminated pursuant to this section and prior to completion of the term of this Agreement specified in Article I, Employee shall be entitled to the base salary earned by the Employee pro rated as provided in Article II up to and including the date of termination. Employee shall be entitled to no further compensation after the date of termination.

6.02 TERMINATION FOR CAUSE.

The Employer with the concurrence of the City Manager may, at its option, terminate this Agreement by giving written notice of termination to the Employee without prejudice to any other remedy to which the Employer may be entitled either at law, in equity, or under this Agreement, if the Employee:

- a. Willfully breaches or habitually neglects the duties the Employee is required to perform under the terms of this Agreement, after receiving written notice by the City Manager.
- b. Consistently performs required duties below established minimum standards, after receiving written notice by the City Manager.
- c. Refuses to obey reasonable orders or directives, after receiving written notice in writing.
- d. Engages in acts of disruption or violence.
- e. Commits a clearly dishonest act toward the Employer.
- f. Negligence in care of City property.
- g. Inducing another to commit an unlawful act.
- h. Exerting improper influence on behalf of a relative.
- i. Engaging in improper political activity.
- j. Loss by the Employee of legal capacity, to wit: becoming of unsound mind, mentally disabled, insane or mentally incompetent to care for herself or to manage her property and financial affairs, as determined by a court of competent jurisdiction in the State of Texas.

- k. The continued incapacity on the part of the Employee, for reasons other than loss of legal capacity as defined above, to perform his duties for a continuous period of ninety (90) days, unless waived by the Employer.
- l. Being under the influence of intoxicants or drugs or the use thereof while on duty.
- m. Conviction of a felony, or of a misdemeanor involving moral turpitude.

In the event of termination of this Agreement pursuant to this section, the Employee shall be entitled to the compensation earned prior to the date of termination as provided for in this Agreement, computed pro rata up to and including the date of termination. The Employee shall be entitled to no further compensation and will be relieved of all duties and obligations under this Agreement as of the date of termination.

ARTICLE VII - GENERAL PROVISIONS

7.01 NOTICES.

Any notice required to be given under this Agreement by either party to the other must be given either by personal delivery in writing or by mail, registered or certified, postage prepaid, with return receipt requested. Mailed notices shall be addressed to the parties at the following addresses:

Joyce A. Wilson, City Manager
City of El Paso
2 Civic Center Plaza
El Paso, Texas 79901-1196

Kathryn B. Dodson

Each party may change the party's address by written notice given in accordance with this paragraph. Notices delivered personally shall be deemed effective as of actual receipt. Mailed notices shall be deemed effective as of three (3) days after posting with the United States Postal Service.

7.02 ENTIRETY OF AGREEMENT.

This Agreement constitutes the entire understanding between the parties. No agreement, representations, or warranties other than those specifically set forth in this Agreement shall be binding on any of the parties unless set forth in writing and signed by both parties. This Agreement supersedes all prior agreements, either oral or in writing, between the parties with respect to the employment of the Employee by the Employer and contains all of the covenants and agreements between the parties with respect to such employment in any manner. Each party to this Agreement acknowledges that no inducements or promises, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied in this Agreement.

7.03 PARTIAL INVALIDITY.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

7.04 LAW GOVERNING AGREEMENT.

This Agreement is entered into in the State of Texas and it is the intent of the parties that this Agreement be governed by and construed in accordance with the laws of the State of Texas. Venue for any cause of action arising out of this Agreement will be in the courts in El Paso County, Texas.

7.05 WAIVER.

The failure of either the Employer or the Employee to insist in one or more instances upon performance of any of the terms or conditions of this Agreement shall not be construed as a waiver of future performance required by such term or condition, and the obligations of either party with respect to the term or condition shall continue in effect as if no forbearance had occurred. No covenant or condition of this Agreement may be waived except by the written consent of the waiving party.

7.06 INDEMNIFICATION.

The Board, to the extent permitted by law, indemnifies the Employee against claims resulting from an act or omission of the Employee in the course and scope of his employment and arising from a cause of action of negligence. A defense will be provided for the Employee when such defense is determined to be in the public interest.

EXECUTED at El Paso, Texas, on this 26th day of September 2006.

CITY OF EL PASO

Joyce A. Wilson
City Manager

EMPLOYEE:

Kathryn B. Dodson

APPROVED AS TO FORM:

John R. Batoon
Assistant City Attorney

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign an Employment Contract between the **CITY OF EL PASO** and Kathy Dodson, to employ Kathy Dobson as Economic Development Director at an annual salary of \$120,000.00. The term of the contract shall be for the period of December 1, 2006 through November 30, 2007.

APPROVED this _____ day of _____ 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

KATHRYN B. DODSON

- SUMMARY** Profit, loss, budgetary and staffing responsibility. Experience creating and implementing dynamic business and marketing plans. Success in non-profit and for profit environments. Commitment to environmental conservation goals.
- EDUCATION**
- CLEMSON UNIVERSITY** 1998
 Doctor of Philosophy
 Parks, Recreation and Tourism Management
 Dissertation "The Role of Tourism and Perceived Change in Cayo District, Belize, Central America"
- AMERICAN GRADUATE SCHOOL OF INTERNATIONAL MANAGEMENT** 1999
 Master of Business Administration in International Management
- SOUTHERN METHODIST UNIVERSITY** 1997
 Bachelor of Arts (English, Latin American Studies, Business Minor)
- EXPERIENCE**
- SANTA MONICA CHAMBER OF COMMERCE** 2001-present
 President/Chief Executive Officer
 Responsible for all functions of Chamber, including: work with Board of Directors to establish annual and long-range goals; profit, loss and budget responsibility for 501c6 corporation with \$630,000 annual budget; manage staff of five; plan annual program of work and ensure its accomplishment; coordinate volunteer committees to assist the Chamber in accomplishing its goals; and work with state and local governments, nonprofit and for profit organizations and individuals to improve Santa Monica and its business community.
- Results**
- Membership Sales – increased membership by 24%, from 840 to 1042, in less than two years
 - Finances – Took company from an \$80,000 annual loss to profitability through a series of budget cuts and revenue generation, increased budget by 25%
 - Advocacy – Helped defeat a minimum wage ordinance and pass a school funding measure by coordinating Chamber PAC and volunteers; helped expanding and relocating businesses through local permitting process
 - Publications – Directed creation of new website, redesign and increase in profitability of newsletter, redesign of award winning membership directory; creation of *Santa Monica Magazine* and implemented *Weekly Update* e-mail
 - Events – Added two annual events, the Taste of Santa Monica and the Westside Business Expo to increase Chamber revenues and relevancy to membership
 - Public Relations – increased news coverage of Chamber to promote our advocacy positions and events; strengthened relationship with the City and partner organizations
 - Economic Development – a founder, Executive Committee and Board member of the Westside Economic Collaborative
 - Workforce Development – Worked with the City of Santa Monica to create the first Community Youth Job Fair in 2005
 - Other – coordinated Santa Monica Farmers Market Victims Assistance Fund, raising over \$180,000 in four months for new 501c3 organization.

BEST REAL ESTATE

1998-2001

Vice President

Responsible for profit and loss of the real estate brokerage firm, annual budgeting, marketing of brokerage and property management companies, and employee development:

- Brought together the brokerage and management companies in order to share marketing resources, ideas and client development projects
- Implemented new marketing programs such as internet listings, web site improvement, and template development for marketing projects
- Renovated format, efficiency and usage of database management systems
- Improved and computerized office systems resulting in greater efficiency for all employees
- Focused on hiring and retaining employees through position development
- Researched the emerging communications industry's real estate needs and developed databases and marketing programs for this new industry
- Continued working with individual clients on developing new facilities in El Paso, Juarez and southern New Mexico

Mexico Specialist

Responsible for recruiting clients and managing transactions.

- Assisted the following companies with real estate decisions:

• MBTM, Inc.	Brach & Brock Confections
• ANTEC	Airborne Express
• Ontario Die Company	Student Development Alternatives
• ELAMEX	Kichler Lighting
- Site Selection: assist companies with site selection throughout Mexico by analyzing factors such as transportation, labor, available training, incentives, site adaptability and pricing
- Facility Selection: identify suitable land and facilities that meet client's criteria, request and analyze proposals on specific properties and negotiate favorable lease or land sale contracts
- Listing Properties: plan and implement marketing strategies, find suitable tenants or purchasers, negotiate contracts on behalf of owner and work with owners and customers on facility/site improvement requirements
- Analyze and report on the Juarez real estate market

SANTA TERESA REAL ESTATE DEVELOPMENT CORPORATION

1993-1998

Director of Marketing

Responsible for all Marketing and Sales activities in a 2,600 acre industrial park in Santa Teresa, New Mexico.

- Recruited the following companies to Santa Teresa:

• Celco Industries	• Eletrisola, Inc
• Klingler Electric Corporation	• Rio Grande Materials
• ADC Telecommunications	• Thomas Engineering
• OKE Tilmer	

- Created and implemented marketing plans encompassing direct mail, advertising, public relations and trade shows
- Worked with construction manager, civil engineers, architects and planning and zoning on site and facility development
- Educated banks, brokers and investors about the project in order to obtain various levels of financing
- Coordinated activities and built relationships with recruiting allies including state and local governments, economic development organizations and the regional brokerage community
- Created informational packages for clients and investors, and coordinated all proposals, working with advertising, construction, architectural and engineering firms as needed
- Assisted with land sale and lease contract negotiations
- Compiled and managed a database of target companies, clients, business allies and potential investors

GREATER EL PASO CHAMBER OF COMMERCE

1994-1996

Director of Business Expansion and Retention

Responsible for Buyer/Supplier Initiative, Regulatory Task Force, Permitting Initiative, Industrial Information Program and Corporate Recruitment

- Assisted the following companies in relocating to the El Paso/Juarez area:

Lexmark Corporation	Bentley-Harris Corporation
Ohio Decorative Products	Infinity Plastics
Stackhouse Incorporated	Insilco Technologies Corporation
El Paso Buzzards Hockey Team	
- Assist the following companies with expansions:

Eureka Company	Delphi Saginaw Steering Systems
----------------	---------------------------------
- Coordinated the efforts of businessmen, city staff and elected officials to reduce the regulatory burden on El Paso businesses
- Worked with maquilas on developing a local supplier base of component manufacturers
- Worked with UTEP to determine the impact of industry on the region

Director of International Marketing

Responsible for NAFTA Education, Trade Opportunities, Maquiladora Development and International Tourism Projects with the International Trade Division

- Coordinated three NAFTA education seminars for the business community
- Helped establish the El Paso/Juarez World Trade Center
- Organized and led an outbound trade mission to Edmonton, Canada
- Coordinated inbound trade missions from the Rocky Mountain Corridor
- Organized the 1994 Camino Real Economic Alliance meeting and helped formulate goals and objectives for this international coalition
- Assisted the El Paso Convention and Visitor's Bureau with 10 year plan
- Worked with the Border Environment Cooperation Commission, the Paso del Norte Air Quality Management Program and other international environmental organizations through the chamber's environmental committee

CLEMSON UNIVERSITY: Graduate Student Assistant

Archbold Tropical Research Center

Responsible for publications and marketing of international research consortium

Teaching:

Lecturer for senior level PRTM 447, Perspectives on International Travel

CUMMINS DIESEL RECON DE MEXICO: Materials Analyst 1989-1990

Responsible for planning and purchasing of injector product line in Juárez, Mexico plant. Planned all direct material purchases, scheduled subassembly and assembly, consulted with engineers on quality control and maintained inventory control.

- Saved \$297,000 on purchases for 1989
- Decreased backorders from \$2,400,000 to \$800,000
- Implemented a "buy Mexico" program
- Successfully recruited candidate from Thunderbird
- Successfully managed new product implementation

CENTER FOR MARINE CONSERVATION: Endangered Species Intern

Wrote briefing document, planned educational pamphlet, researched Gulf of Mexico ecosystem book, attended senate hearings and completed research used for testimony.

AGSIM (Thunderbird): Graduate Assistant

International Finance and Trade

COLDWELL BANKER COMMERCIAL REAL ESTATE: Intern

Languages Proficiency in Spanish - reading, writing and speaking

Computers Extensive Experience with Microsoft Word, Excel, PowerPoint, ACT, dBase, Quickbooks, PageMaker, Corel Draw, Microsoft Publisher, Microsoft Outlook, and Microsoft Access, Chamberware; online survey program Zoomerang, online newsletter program Constant Contact

Publication "Sustainable Tourism Development" Chapter 28 in *Economics and Policy for Protected Areas*, edited by Jeffrey McNeely and Mohan Munasinghe. Published jointly by the International Union for the Conservation of Nature and Natural Resources and the World Bank, 1994.

Activities Westside Council of Chambers of Commerce - President
 Westside Economic Collaborative - Executive Committee and Board Member
 Santa Monica College - Governor's Advisory Board Member
 Santa Monica College Business Department - Advisory Board Member
 Santa Monica Family YMCA - Advisory Board Member
 CCIM El Paso - Past Member of Board of Directors, Chairman of 1999 Annual Dinner featuring William D. Sanders as Keynote Speaker
 Industrial Recruitment Committee - Greater El Paso Chamber of Commerce
 El Paso Mission Trail Association - Past President
 El Paso Community College, International Business, Past Board Member
 Socorro Independent School District - Past Magnet School Business Advisor
 United States Equestrian Team

* Please note that all education achievements and all work experience prior to November 1995 were accomplished under the name Kathryn Lawrence.