

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

**DEPARTMENT:** Information Technology

**AGENDA DATE:** 10/24/06

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

**DISTRICT(S) AFFECTED:** All

**SUBJECT:**

A Resolution to authorize the City Manager to sign an Employment Contract between the City of El Paso and Yvonne V. Guinn, to assist the Information Technology Department as a Public Safety Telecommunications Manager.

**BACKGROUND / DISCUSSION:**

Ms. Guinn is the main point of contact in the management of the entire City's communication systems (voice, data, microwave, fiber optic, and radio). She directs all activities dealing with the planning, evaluation, installation, and maintenance for all City communication equipment, facilities, and program. In addition, her technical skills and proficiency in upgrading and maintaining the City's communications network have been instrumental in our ability to provide faster and more stable computing environment to our users. Department needs to have this resource in place in order to manage the entire City's communication systems. Employee has been in the position of a Public Safety Telecommunications Manager for the Information Technology Department's Public Safety Technology Division for five 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, contract for this individual was approved by City Council on October 25, 2005.

**AMOUNT AND SOURCE OF FUNDING:**

Funded for FY07  
Funding Source: 39010352-01101-39000-501011  
Contract Total: \$77,818.25

**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:** \_\_\_\_\_

**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 **YVONNE V. GUINN**, to employ Yvonne V. Guinn as a Public Safety Telecommunications Manager for the Information Technology Department, at a biweekly rate of \$2,993.01. The term of the contract shall be for the period of October 30, 2006 through October 29, 2007.

**APPROVED** this \_\_\_\_\_ day of October, 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**

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

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

TIME OF PERFORMANCE. The services of Employee are to commence on or about October 30, 2006 and be completed by October 29, 2007. 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.

3.     COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid biweekly at the rate of Two Thousand Nine Hundred Ninety-Three and 01/100 Dollars (\$2,993.01) for forty (40) hours per week. The total amount of the contract shall not exceed \$77,818.25 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.

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

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  
2 Civic Center Plaza  
El Paso, Texas 79901

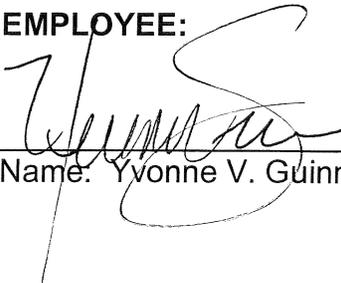
EMPLOYEE: Yvonne V. Guinn

**IN WITNESS WHEREOF** the parties have executed this agreement at El Paso, Texas this \_\_\_\_\_ day of October, 2006.

**CITY OF EL PASO, TEXAS:**

\_\_\_\_\_  
Joyce A. Wilson  
City Manager

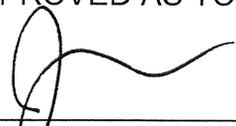
**EMPLOYEE:**

  
\_\_\_\_\_  
Name: Yvonne V. Guinn

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Gerald Gordier, CIO and Director  
Information Technology Department

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
John R. Batoon  
Assistant City Attorney

**ATTACHMENT A**  
**SCOPE OF DUTIES STATEMENT**

**TELECOMMUNICATIONS MANAGER**

**(EL PASO CONTRACT POSITION)**

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***General Purpose***

Under general direction, as head of a specialized Information Technology division, manage the City's various communication and back-up auxiliary power systems.

***Typical Duties***

Direct projects to plan, develop, integrate and evaluate customization, construction, installation and overhauling of equipment, facilities and programs. Involves: Confer with end users to ascertain and forecast future departmental and City needs for acquisitions or replacements. Establish long and short range communications goals. Prepare equipment and material specifications. Act as the City's primary technical liaison with hardware and software engineering consultants, technical representatives, systems vendors and construction contractors to negotiate for and monitor functional suitability of designs and specifications, and progress toward meeting project completion obligations. Collaborate with other public agencies on equipment service and private businesses on facilities use. Arrange for and introduce major changes in systems service and components.

Organize, implement and coordinate radio, telephone, dispatch equipment, video, microwave, fiber optic, automatic vehicle locator, mobile display and computer terminal, and allied equipment operations and maintenance for the City and approved outside agencies. Involves: Ensure that processes for testing, diagnosis and repair of communication circuitry are economical. Collaborate with City and independent technical advisors to establish and enforce standards for customer service, material quality, safety precautions and functional performance. Formulate policies and devise methods for emergency communications to support public safety response activities. Oversee development and maintenance of operating procedures, upkeep programs and end user manuals. Monitor user departments to detect abuse of radio and telephone services; and disseminate Federal Communications Commission and City additions, changes and deletions to licensing and radio usage rules and regulations or allied compliance guidelines, and approve or prepare request submissions for new local, regional, state and federal radio frequency assignments, and renewals and modifications; arranging for ongoing systems security; devising programs to guide and train departments on ways to fully maximize usage of available voice, data and telecommunications systems. Visit and inspect equipment, facilities and emergency response or project work sites as necessary. Provide for responses to alarms at radio and microwave tower sites as necessary, situation assessment and initiation of corrective measures.

Participate in assigned aspects of department administration. Involves: Conduct cost-benefit, statistical or other analyses to assess feasibility of alternative communication systems., and review division funding requests and suggestions for program improvements and staffing changes when assisting with preparation of consolidated annual budget. Set and measure division performance. Engage in capital improvement planning as a department management team member by recommending new and modified facilities and equipment to efficiently and effectively carry out the division's functions.. Monitor use of budgeted funds by recording and analyzing purchase, repair, personal services and other costs to minimize expenditures for which accountable in accordance with established City financial policies and procedures. Oversee operation and upkeep of computerized inventory systems. Conduct bid processing in conjunction with Purchasing. Monitor execution of contracts for services and supplies in accordance with City procurement policies and procedures. Obtain and maintain requisitions and purchase order documents.

Supervise designated exempt and nonexempt personnel. Involves: Schedule, assign, instruct, guide and check work. Evaluate employee performance. Arrange for or engage in employee training and development. Enforce personnel rules and regulations, standards of work conduct and attendance, and safe working practices. Counsel, motivate and maintain harmonious working among subordinates. Settle first step grievances. Effectively recommend hiring, terminating, counseling, disciplining, transferring, adjusting pay and otherwise changing status of employees.

Perform miscellaneous related managerial and administrative duties as required. Involves: substitute, as qualified, for peers or subordinates during temporary absences by carrying out specifically delegated functions to maintain continuity of normal operations and services; Conduct special studies. Serve on ad hoc committees. Prepare and present special and recurring reports and recommendations containing technical data and cost estimates effecting division activities for review by City officials and other executives. Maintain awareness of industry trends and technological developments.

**ATTACHMENT A**  
**SCOPE OF DUTIES STATEMENT**

**TELECOMMUNICATIONS MANAGER**

**(EL PASO CONTRACT POSITION)**

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***Minimum Qualifications***

Education and Experience: Equivalent to combination of an accredited Bachelor's Degree in Business or Public Administration, or Electrical or Electronics Engineering or related field plus six (6) years increasingly responsible professional administrative experience in operations or maintenance of various communications systems, or with associated design or construction projects, including one (1) year in a project management or supervisory capacity.

Licenses and Certificates: Texas Class "C" Drivers License or equivalent issued by another state.

Special Requirements: Be available for work beyond standard workday or workweek hours as necessary; subject to on-call 24 hours per day, 7 days per week.

**Yvonne "Bonnie" V. Guinn**

**Experience**

**2001-2006**

**City of El Paso**

**El Paso, TX**

**Public Safety Telecommunications Manager**

- Design and Management of the Voice, Radio and Data Communications Systems.
- Design and Management of the Voice, Radio, and Data Facility Network Systems.
- Development and Management of the City Cabling Specifications.
- Development and Implementation of Construction Specifications for required Communications Infrastructure.
- Strategic Plans for Voice, Radio and Data Communications System.
- Plan, Evaluate, and Assist in Integration of Telecommunications Systems in Newly Constructed Facilities and Major Renovations.
- Organize, Implement and Coordinated Equipment, Video, Radio, Microwave, and Fiber maintenance
- Research Regulatory Requirements for Voice/Data/Wireless Communications Systems for Local, State, and Federal Regulation Guidelines.
- Assist City Planners and Attorneys in Developing Procedures and Interlocal Agreements to Meet Telecommunications Regulations and Guidelines.
- Coordinate Voice/Data Radio Interoperability for State and Local Government Agencies.
- Management of the Wireless Communications Systems
  - 800 MHZ Voice and Data Radio System
  - Automatic Vehicle System
  - 450 MHZ Voice Radio System
  - MotoMESH Wireless System
- Plan, Develop, Integrate, and Evaluate Upgrade, Installation of Facilities and Applications on
  - 800 MHZ Voice and Data Radio
  - Automatic Vehicle System
  - 450 MHZ Voice Radio System
  - MotoMESH Wireless System
- Management of the Installation and Maintenance Facility for Radio and Video Systems for Public Safety and Public Works Fleet.
- Project Manager for City AVL System
- Project Manager for Radio Infrastructure Upgrade of the Public Safety 800 MHz Radio System.
- Manage Contracts for Voice, Radio and Data Communication Systems and Infrastructure.
- Co-Chair Region 50 (Radio) Texas Executive Interoperability State Committee
- Develop and Recommend Capital and Operating Expenses for an Annual Proposed Budget of Over \$10 Million.
- Perform Related Complex Administrative Duties Including Supervision of Employees
- Member of InfraGuard
- Member of the IT Advisory Committee for Chapin High School – Engineering Magnet School
- Member of YWCA Technology Committee

**2000-2001**                      **Expanets LP**  
(Company established due to Lucent spin off)

**El Paso, TX**

**Major Accounts Manager**

- Responsible for Generating Annual Sales Exceeding \$3 million
- Consulting on Telecommunications/Voice Data Convergence Solutions/Networking Solutions
- Management of El Paso Accounts over 150 Stations, Large Multiple Site Accounts, and Small of Large Sites
- Establish Dealer Relationship with Cisco
- Expertise of Avaya Definity Platform, Distributed Communications System Application (Networking), Call Center Applications, Integrated Network Facility Solutions, Voice/Data Convergence, Voice Over IP Solutions, Interactive Voice Response Systems

**1996-2000**                      **Lucent Technologies**

**El Paso, TX**

**Senior Account Executive**

- Responsible for annual sales exceeding \$1.4 million
- Management of El Paso accounts over 80 stations, Large Multiple Site Accounts, and Small of Large sites.
- Expertise in Lucent Definity platform, Distributed Communications System Application (Networking), Integrated Network Facility Solutions
- Consulting on Telecommunications/Networking Solutions

**1984-1996**                      **AT&T**

**El Paso, TX**

**Account Executive II**

- Responsible for annual sales exceeding \$960,000
- Management of El Paso accounts between 20-80 stations
- Expertise in AT&T Definity /System 75 platform, Distributed Communications System Application (Networking), Integrated Network Facility Solutions
- Consulting on Telecommunications/Networking Solutions

**1983**                                      **AT&T**

**El Paso, TX**

**Administrative Supervisor**

- Managed El Paso Senior Marketing Support Team
- Responsible for asset management results – system assurance, contract Administration, jeopardy reports, profit assurance
- Managed El Paso Billing Representatives
- Managed all escalated billing, collections, and customer explanations

