

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

**DEPARTMENT:** El Paso Water Utilities

**AGENDA DATE:** 11/28/06

**CONTACT PERSON/PHONE:** El Paso Water Utilities, Fred Loweree, (915) 541-5521

**DISTRICT(S) AFFECTED:** N/A

**SUBJECT:**

**APPROVE:** Renewal of Employment Contract for Federico Fernandez, Jr.

**BACKGROUND / DISCUSSION:**

To renew IT contract position for an additional year.

**PRIOR COUNCIL ACTION:**

No

**AMOUNT AND SOURCE OF FUNDING:**

Funded for FY07  
Funding Source: 702-810  
Contract Total: \$50,047.89

**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 an Employment Agreement between the **CITY OF EL PASO** and **FEDERICO FERNANDEZ, JR.**, to employ Federico Fernandez, Jr. as a PC LAN Specialist III for the El Paso Water Utilities, at a biweekly rate of \$1,924.92. The term of the contract shall be for the period of November 29, 2006 through November 28, 2007.

**APPROVED** this 28th day of November 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    )

CITY CLERK DEPT.  
EMPLOYMENT AGREEMENT  
06 NOV 07 PM 2:21

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

**WHEREAS**, the City, on behalf of the El Paso Water Utilities, desires to employ the Employee as a PC LAN Specialist III; 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 Water Utilities, in El Paso, Texas. Contractor agrees to adhere to all relevant rules and policies of the El Paso Water Utilities.

2.     TIME OF PERFORMANCE. The services of Employee are to commence on or about November 29, 2006 and be completed by November 28, 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 One Thousand Nine Hundred Twenty-Four and 92/100 Dollars (\$1,924.92) for forty (40) hours per week. The total amount of the contract shall

not exceed \$50,047.89 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, 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  
El Paso Water Utilities  
Attn: General Manager  
1154 Hawkins Blvd.  
El Paso, Texas 79925

EMPLOYEE: Federico Fernandez, Jr.

**IN WITNESS WHEREOF** the parties have executed this agreement at El Paso,  
Texas this 28th day of November, 2006.

**CITY OF EL PASO, TEXAS:**

**EMPLOYEE:**

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

  
\_\_\_\_\_  
Name: Federico Fernandez, Jr.

Approved as to Content:

Approved as to Form:

  
\_\_\_\_\_  
Edmund Archuleta, General Manager  
El Paso Water Utilities

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

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

**PC/LAN SPECIALIST III**

**(EPWU CONTRACT POSITION)**

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*Summary*

Under general direction, perform analysis, testing, evaluation and technical support for client personal computers and telecommunications devices.

*Typical Duties*

Research and evaluate new telecommunications hardware, software and solutions. Involves: researching and analyzing new software and hardware technology including applications software, operating systems, telecommunications protocols and transmission methodologies (e.g., TCP/IP, frame relay), and client server and peripherals; evaluating compatibility issues with existing systems; developing recommendations for management review.

Provide advanced technical support and training to other staff in troubleshooting and defining personal computer based or telecommunications based software or hardware problems. Involves: providing direct personal computer support to all levels of staff by phone or at a job site; maintaining internal document which describes software and hardware installations and which may need to be accessed by other staff members; analyzing and troubleshooting problems at client site or over the phone; implementing appropriate corrective action.

Install and upgrade client hardware and software, as well as telecommunications devices. Involves: training clients and staff on new technology as appropriate; working with clients by evaluating specialized hardware and software needs; assisting in identifying appropriate technology to serve their needs; testing and evaluating available new software for compatibility with existing systems and ensuring such software meets the needs of the client.

Act as Project Manager on complex projects, as assigned. Involves: assisting in directing, training and prioritizing work assignments of lower level staff.

Perform related duties as assigned. Involves: participating in forecasting and development of unit's budget planning, development of short and long range plans and researching and recommending hardware in support of those plans; substituting, if assigned, for immediate supervisor, subordinates or coworkers during temporary absences by performing specified duties and responsibilities essential to maintain continuity of operations, as qualified.

November 2005

Federico Fernandez  
PC /LAN Specialist III  
EL PASO WATER UTILITIES  
1154 Hawkins  
El Paso, Texas 79925  
(915)594-5587

#### PC/LAN Specialist III

- Research and evaluate new technologies in hardware and software.
- Provide advanced technical support and training to staff including supervisors and department heads.
- Supervise personal computer support at all levels and maintain help desk response.
- Implement corrective action in analyzing and working problem solutions with the technical staff.
- Install and upgrade hardware and software in both data and voice and assisting in identifying appropriate technology to serve the needs.
- Act as project manager on complex projects providing direction, training and prioritizing work assignments of lower level staff.
- Participate in forecasting and development of short and long range plans.
- Support immediate supervisor, subordinates and coworkers during temporary absences by performing specified duties and responsibilities essential to maintain operation of the data and voice network.

#### PC/LAN Specialist II

- Provide complex, specialized technical support for networking and telecommunications.
- Install and configure Internet Information Server
- Part of a team installing Exchange Server.
- Assist Network Administrator in support of server/client of local area network.
- Monitor network logs for efficient performance and errors.
- Provide advanced technical support in implementing new technology.
- Set up system resources such as e-mail and make them available to clients in a controlled environment .

November 2005

## SUMMARIZED BACKGROUND EXPERIENCE FOR PC/LAN SPECIALIST III

Federico Fernandez  
PC /LAN Specialist III  
EL PASO WATER UTILITIES  
1154 Hawkins  
El Paso, Texas 79925  
(915)594-5587

### PC/LAN Specialist III

#### 1. El Paso Water Utilities Voice/Data Network

Under direction of the Information System Manager and Network Administrator, I currently perform duties in maintenance, operation and implementation of upgrades to the telecommunications and data network. This system is comprised of a converged infrastructure integrating VOIP and data managing a single network.

#### 2. Network Administration:

Supervise network support and maintenance as the organizations needs change. I monitor system performance and maintain user and network security. Provide resources and training to supervisors and users at different levels.

#### 3. Development and maintenance of system performance and Quality of Service

I maintain reports and recommend feasibility in system performance as new technology and system requirements are needed. As liaison to the industry vendors and representatives I project to management on implementing new equipment and technology.