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

DEPARTMENT: **Information Technology**

AGENDA DATE: **12/12/06**

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

DISTRICT(S) AFFECTED: **Citywide**

SUBJECT:

APPROVE: Renewal of Employment Agreement for David Kelley

BACKGROUND / DISCUSSION:

Employee has been in the position of a Database Administrator for the Information Technology Department for the past five years. It is a contract position and the contract must be approved by City Council before the individual can continue his duties.

PRIOR COUNCIL ACTION:

December 20, 2005

AMOUNT AND SOURCE OF FUNDING:

Already budgeted for FY/07
Fund Source: 39010351-501011-39000

BOARD / COMMISSION ACTION:

**********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 NOV 30 AM 11:44
CITY CLERK DEPT.

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 **DAVID R. KELLEY,** to employ David R. Kelley as a Database Administrator for the Information Technology Department, at a biweekly rate of $2,100.79. The term of the contract shall be for the period of December 9, 2006 through December 18, 2007.

APPROVED this 12th day of December 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

06 NOV 30 AM 11:44
CITY CLERK DEPT.

Document Name: HR/Contract/EA/07/David R. Kelley/IT
Document #: 26754/JBAT

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 **DAVID R. KELLEY**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the Information Technology Department, desires to employ the Employee as a Database Administrator; 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.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about December 19, 2006 and be completed by December 18, 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 One Hundred and 79/100 Dollars

($2,100.79) for forty (40) hours per week. The total amount of the contract shall not exceed $55,620.53 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 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 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
Information Technology Department
Attn: Director
Two Civic Center Plaza, Basement
El Paso, Texas 79901-1196

EMPLOYEE: David R. Kelley

IN WITNESS WHEREOF the parties have executed this agreement at El Paso, Texas this 12th day of December, 2006.

CITY OF EL PASO, TEXAS:

Joyce A. Wilson
City Manager

EMPLOYEE:

Name: David R. Kelley

APPROVED AS TO CONTENT:

Gerald Gordier, Director
Information Technology Department

APPROVED AS TO FORM:

John R. Batoon
Assistant City Attorney

Document Name: HR/Contract/EA/07/David R. Kelley/IT
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ATTACHMENT A

SCOPE OF DUTIES STATEMENT

DATABASE ADMINISTRATOR (EL PASO CONTRACT POSITION)

General Purpose

Under direction, plan, develop, supervise and control multiple integrated databases in a distributed, multi-tasking, wide area network system.

Typical Duties

Analyze logical and physical requirements for database applications. Involves: Control and coordinate space management. Review database designs for correct normalization. Determine impact of new or modified databases on other interactive applications and across entire system.

Lead and coordinate database design and operation. Involves: Develop standards regarding common data field structures. Create cross references for integrated databases. Writing database descriptions and specify database identifiers. Develop data models, their elements and use. Implement, maintain and instruct users and technical staff on use of query and decision support tools. Instruct technical staff in access of data. Conduct performance testing of programmer code to ensure efficient database access and proper use of indices. Resolve operational problems with administration and staff.

Maintain database system integrity, accessibility, general security, and access privileges. Involves: Ensure accuracy of data conversion specifications, software installation, upgrades and maintenance. Develop, set up and initiate data recovery systems. Optimize system response and resources by tuning applications, database queries, system hardware and operating system, Maintain data file and data element references.

Supervise assigned staff. Involves: Schedule, assign, check and evaluate work. Arrange for or engage in employee training and development. Enforce personnel rules and regulations, standards of conduct, work attendance, and safe work practices. Counsel, motivate and maintain harmonious working relationships among subordinates, and recommend staffing and employee status changes. Interview applicants.

Minimum Qualifications

Training and Experience: An Associate's degree in Computer Information Systems, Microcomputer Technology or a related field, and one (1) year of systems programming using one or more advanced third or fourth generation command languages (for example, SQL), relational database (for example, People Soft or KRONOS) management and network software support experience.

Licenses and Certificates: Must be certified by Computing Technology Industry Association (for example, A+), which includes passing the core module and specialty module for the City's existing computer platform, at time of application and maintain such certification throughout employment, or possess comparable software vendor certification deemed appropriate by the requesting department (for example, as a Microsoft Certified Professional).

Special Requirements: Be available for work beyond standard workday or workweek hours as necessary.

DAVID R. KELLEY

OBJECTIVE

To be part of an organization which will take full advantage of my skills as well as grant me the opportunity to grow as a professional.

EXPERIENCE

2000-Present City of El Paso El Paso, TX

Database Administrator

- Perform installation, maintenance, and configuration of Microsoft SQL Server version 6.5, 7.0, & 2000 as well as Oracle 9i databases.
- Manage database objects including creation of databases, tables, tablespaces, indexes, stored procedures, and triggers.
- Work with application support staff to test and implement changes/upgrades to all staging environments (Dev, Test, Prod) of the City's Financials & HRMS systems.
- Manage database, file, network, and OS level security for both Financials and HRMS environments.
- Develop and oversee database backup/recovery strategies using maintenance plans & recovery options, DTS & BCP, batch scripting, tape backup software & equipment. Also, implement and maintain log shipping and clustering services as part of disaster recovery initiatives.
- Develop in-house applications, databases, web pages, and windows services using SQL, VB (VBA & .NET), ASP (3.0 & .Net), C#, HTML, and Java.
- Support the following applications:
  PeopleSoft, Kronos Workforce Timekeeper (Payroll), Maximus FleetFocus (Fleet Maintenance), Maintstar (Building Maintenance), Core OneStep (Cashiering), & Accela Tidemark (Building Permits & Licensing)
- Additional duties include configuration, maintenance & troubleshooting of workstations, servers, switches, firewalls, & routers.

1999-2000 Border Apparel Laundry, Inc. El Paso, TX

Systems Coordinator

- Responsible for all IS functions. This included programming and maintenance of in-house EDI applications and databases using Microsoft Visual FoxPro.

1998-1999 El Paso Community College El Paso, TX

Learning Facilitator

- Used Visual FoxPro, Visual Basic, and MS Access to upgrade & maintain Retention Action Program databases.
- Trained novice computer users to use Windows 9x; 3.x, DOS, Novell NetWare, MS Office (Excel, Word, Access, PowerPoint), as well as the programming languages of C, Visual BASIC, RPG, and COBOL.

EDUCATION

2004-Present University of Texas at El Paso El Paso, TX

- Currently pursuing a Bachelor of Science in Computer Science.

1998 El Paso Community College El Paso, TX

- Associate of Applied Science in Computer Programming-Computer Information Systems.
- Learned computer programming principles and practices with specialization in Visual BASIC, C, COBOL, SQL, and RPG. Exposed to system analysis and design methodology. Acquired fundamental knowledge of IBM AS/400 midrange. Along with learning advanced concepts, also reinforced basic computer knowledge and skills, such as Word Processing, Spreadsheet, and Database skills.

CERTIFICATES

Microsoft

- Microsoft Certified Database Administrator (MCDBA)
- Microsoft Certified Systems Engineer (MCSE)
- Microsoft Certified Systems Administrator (MCSA)
- Microsoft Certified Professional:
  - Windows 2000 Server (70-210)
  - Windows 2000 Professional (70-215)
  - Administering & Implementing Windows Network Infrastructure (70-216)
  - Administering & Implementing Active Directory (70-217)
  - Managing a Windows 2000 Network Environment (70-218)
  - Designing Windows 2000 Active Directory (70-219)
  - Installing & Administering SQL Server 2000 (70-228)
  - Designing & Implementing SQL Server 2000 Databases (70-229)

Oracle

- Oracle 9i Database Administrator Certified Associate (OCA)

Cisco Systems

- Cisco Certified Network Associate (CCNA)

Computing Technology Industry Association (CompTIA)

- Network+ Certified
- A+ Certified Service Technician.

Certified Internet Webmaster (CIW)

- CIW Associate