

RESOLUTION

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

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **JAIME PEREZ**, to assist the Mayor and City Council's Office as a Staff Assistant, at an hourly rate of \$14.50 for 20 hours per week. The term of the contract shall be for the period of August 29, 2003 through August 28, 2004. Contract subject to approval of the City's Civil Service Commission.

ADOPTED this 26th day of August 2003.

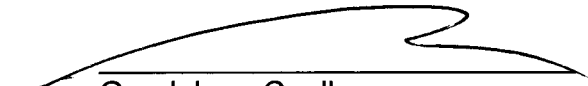
THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Guadalupe Cuellar
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 **JAIME PEREZ** hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City desires to employ the Employee to assist the Mayor and City Council's Office as a Staff Assistant; 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 stated in Attachment A, attached hereto 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 Mayor and City Council's Office.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about August 29, 2003 and be completed by August 28, 2004.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid an hourly rate of Fourteen and 50/100 Dollars (\$14.50) for Twenty (20) hours per week. Employee is classified as non-exempt and shall be eligible for overtime pay. In the event that Employee works in excess of forty (40) hours per week, Employee shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no 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. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the Mayor and City Council's Office, City and County of El Paso, Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. 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.

6. 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.

7. 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, the contract may be terminated immediately upon notification to the Employee of the cause for termination.

8. 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.

9. 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
Mayor & City Council's Office
Attn: CAO
2 Civic Center Plaza
El Paso, Texas 79901-1196

EMPLOYEE: Jaime Perez
7600 Franklin Drive
El Paso, Texas 79915

IN WITNESS WHEREOF the parties have executed this agreement at El Paso,
Texas this 26th day of August 2003.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

EMPLOYEE:

Jaime Perez
SSN: 458-02-1637

APPROVED AS TO FORM:

Guadalupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:

Jim Martinez
Chief Administrative Officer

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: _____
Secretary
Date: 8/28/03

ATTACHMENT A
SCOPE OF DUTIES STATEMENT

STAFF ASSISTANT

(EL PASO CONTRACT POSITION)

General Purpose

Under general supervision, provides multi-task administrative support and varied problem solving for a City Representative.

Typical Duties

Provide diplomatic communication within the organization and with outside agencies, executives, consultants and the public. Involves: Screen incoming telephone calls, direct to proper individuals and take messages. Handle confidential messages and correspondence. Formulate replies and compose letters for representative's signature, external governmental bodies, and the public. Coordinate appointments, meetings, calendar and other day-to-day issues. Review City Council agenda items. Develop and administer databases, and presentations to facilitate information exchange. Ensure maintenance and safekeeping of files, correspondence, forms, logs and related records and reports.

Perform other para-professional analytical and administrative duties as required. Involves: Attend meetings and hearings on behalf of City Representative to gather information and act as liaison. Conduct research into varied concerns and topics including determining data parameters, gathering and summarizing findings. Direct the work of assigned staff support personnel if delegated team leader responsibility. Substitute for coworkers or subordinates, as qualified, during temporary absences by performing specifically delegated duties and responsibilities sufficient to maintain continuity of normal office services, if assigned.

Minimum Qualifications

Training and Experience: Equivalent to an accredited Associate's Degree in Public or Business Administration, Secretarial Science, Pre-Law or a related field, plus four (4) years of increasingly responsible administrative support, secretarial or paralegal experience in a governmental, corporate or law office setting.

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

Special Requirements: Work other than standard workday or workweek hours as necessary.