



# City of Austin

**Human Resources Department**  
P.O. Box 1088, Austin, TX 78767  
(512) 974-3215, Fax (512) 974-3209

Mark Washington, *Director, Human Resources and Civil Service*  
[Mark.Washington@ci.austin.tx.us](mailto:Mark.Washington@ci.austin.tx.us)

January 5, 2012

Mr. Ken Martin  
[ken@theaustinbulldog.org](mailto:ken@theaustinbulldog.org)

Dear Mr. Martin:

I am writing in regards to your Public Information Request dated December 27, 2011, requesting a copy of any agreement that provides for the reimbursement of city staff members whose duties involve working for or on behalf of the Waller Creek Conservancy or Waller Creek Local Government Corporation. You also requested a copy of the Personnel Action Forms assigning Stephanie L. McDonald, and any other city employees, to work on behalf of the Waller Creek Conservancy or Waller Creek Local Government Corporation, to include the department, employee title(s), hourly rate(s) of pay, work week, employee class, comments and signature(s) and dates of approval.

The Human Resources Department, Records Division, has gathered the requested information, which is attached to this letter.

If you need further assistance, please contact Lyn von Roeder at 512-974-3306.

Sincerely,

Mecia Griffin, Public Information - SPOC  
Human Resources and Civil Service

MG/lvr

Attachment

## Agreement for Temporary Assignment of City Employee

This Agreement is entered into by and between the City of Austin, a political subdivision of the State of Texas (the "City"), and the Waller Creek Conservancy, a Texas non-profit corporation (the "Conservancy"). This Agreement is made with reference to the following facts, which the parties stipulate as true and correct for purposes of this Agreement:

- The City is engaged in a substantial project to develop and maintain public improvements to the Waller Creek District ("the Project").
- The Conservancy is a separate entity from the City created to provide fundraising support and other related services important to the design, construction, maintenance, and operation of Project.
- The Conservancy has requested that the City temporarily assign a specific City employee to the Conservancy to manage on behalf of the Conservancy certain activities important to the purposes of the Conservancy and to the success of the Project, with the understanding that the employee would remain an employee of the City throughout the temporary assignment, all as set forth under the terms of this Agreement.
- The City agrees to the Conservancy's request to assign a specific employee of the City temporarily to the Conservancy under the terms of this Agreement.
- The City has determined it is in the public interest to enter into this Agreement, and that this Agreement serves an important public purpose through direct support of the successful development of the Project.

**NOW THEREFORE**, in light of the foregoing facts, and in consideration of the mutual promises and undertakings of the parties as set out below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Conservancy hereby agree as follows:

### ARTICLE 1: TEMPORARY ASSIGNMENT

The City shall assign its employee named in Exhibit A (the "Assigned Employee") to the Conservancy for purposes of working on behalf of the Conservancy in the execution of its duties and responsibilities as described in Exhibit A. The duration of such assignment and the scope of the Assigned Employee's authority and responsibilities on behalf of the Conservancy during this assignment shall be as set forth in Exhibit A. In addition:

- A. The Assigned Employee shall remain an employee of the City during the period of the assignment for purposes of compensation and benefits, and shall be paid through the City's payroll system.
- B. The Conservancy shall have the exclusive authority and responsibility during the period of the assignment to direct or control the day-to-day activities of the Assigned Employee, and may designate any role or job title within the Conservancy to the Assigned Employee.
- C. The City shall have no responsibility to oversee, evaluate, manage, or direct the day-to-day activities of the Assigned Employee during the period of the assignment.
- D. The Conservancy shall not request or require the Assigned Employee to perform any action that would violate this Agreement, or violate any law or City policy.

## **ARTICLE 2: FEES AND EXPENSES**

- A. The Conservancy shall pay the City a fee in the amount shown in Exhibit A for each 3-month quarter during the period of the assignment.
- B. The fee shall be prorated for any part of a quarter in which the assignment ends.
- C. In the event the base salary paid by the City to the Assigned Employee is changed during the assigned period, the quarterly fee set out in Exhibit A will be automatically changed upward or downward by a corresponding amount.
- D. The fee for the first quarter beginning October 1, 2011, shall be paid within ten (10) days of the effective date of this Agreement. For each subsequent quarter the fee shall be due and payable on the first day of each quarter during the assigned period.
- E. In the event the Conservancy fails to pay the fee when due the City may suspend the performance of its obligations under Article 1 until such time as the Conservancy cures such failure.

## **ARTICLE 3: TERM**

Upon execution by the parties, this Agreement shall be effective beginning as of October 1, 2011, and shall terminate upon the earliest to occur of the following:

- A. The resignation, termination of employment, or retirement of the Assigned Employee as an employee of the City of Austin; or
- B. Written notice by the Conservancy of the termination of the temporary assignment of the Assigned Employee under this Agreement; or
- C. Written notice of termination by either party for any reason at any time delivered to the other party at least 10 days in advance of the effective date of such termination.

## **ARTICLE 4: OTHER TERMS**

- A. Nothing in this Agreement changes the status of Assigned Employee as an at-will employee of the City, nor creates a specific term of employment for the Assigned Employee. The parties expressly agree that this Agreement is for their benefit alone, and that the Assigned Employee is not a third party beneficiary under this Agreement.
- B. This Agreement may be amended by the mutual consent of the parties. Except for any fee adjustment under Article 2.C, above, any amendment or modification must be in writing and signed by both parties to be effective.
- C. The laws of the State of Texas and federal laws, as applicable, shall govern this Agreement. All obligations of the parties are performable in Travis County, Texas.
- D. Neither party shall assign or any right or duty in this Agreement without the written consent of the other.
- E. Should any provisions of this Agreement for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision.
- F. All notices pursuant to this Agreement shall be deemed given when delivered to the appropriate party at the following address:

**If to the City:**

Sue Edwards, Assistant City Manager  
City of Austin  
Post Office Box 1088  
Austin, Texas 78767-1088

**If to the Conservancy:**

Melba Whatley, President  
Waller Creek Conservancy  
2909 W. 35<sup>th</sup> St.  
Austin, TX 78703

Approved by the parties through the signatures of their authorized representatives below.

CITY OF AUSTIN, TEXAS

THE WALLER CREEK CONSERVANCY

By: *Sue Edwards*  
Sue Edwards,  
Assistant City Manager

Date: *December*  
~~November~~ 6, 2011

By: *Melba Whatley*  
Melba Whatley, President

Date: ~~November~~ 9, 2011  
December

**Exhibit A**  
**To**  
**Agreement for Temporary Assignment of City Employee**

<b>Assigned Employee Name:</b>	Stephanie McDonald
<b>Assignment Start Date:</b>	October 1, 2011
<b>Assignment End Date:</b>	The termination of this Agreement as provided for in Article 3 of this Agreement
<b>Duties During Temporary Assignment:</b>	Management and other related duties as directed by the Conservancy for the benefit of the Waller Creek Project
<b>Fee for Services:</b>	\$18,073.50 per quarter year



# Personnel Action

Printed November 09, 2011 09:07:00

Prepared: 11/09/11  
 Effective: 10/10/11  
 Entered: 11/10/11

<b>Employee Identification</b>	<i>Social Security Number</i> [REDACTED]	<i>Last Name</i> McDonald	<i>First Name</i> Stephanie	<i>Middle Name</i> Lee	
<b>Job Change Reasons</b> <i>Check ONE Only</i>	<input type="checkbox"/> 01 New Hire <input type="checkbox"/> 11 Market-Based Increase <input type="checkbox"/> 99 Other Job Change <input type="checkbox"/> 02 Promotion <input type="checkbox"/> 12 Classification Change <input type="checkbox"/> 20 Separation <input type="checkbox"/> 01 Resigned <input type="checkbox"/> 03 Demotion <input type="checkbox"/> 13 Work Week Change      Reason: <input type="checkbox"/> 02 Resigned -- No Rehire* <input type="checkbox"/> 04 Status Change <input type="checkbox"/> 14 Leave of Absence <i>Check ONE Only</i> <input type="checkbox"/> 03 Terminated <input type="checkbox"/> 05 Transfer <input type="checkbox"/> 15 FMLA LOA <input type="checkbox"/> 04 Terminated -- No Rehire* <input checked="" type="checkbox"/> 06 Reassignment <input type="checkbox"/> 16 Military LOA <input type="checkbox"/> 05 Retired <input type="checkbox"/> 07 Salary Adjustment <input type="checkbox"/> 17 Suspension <input type="checkbox"/> 06 Work Complete <input type="checkbox"/> 08 Temporary Adjustment <input type="checkbox"/> 18 Inactive Temporary <input type="checkbox"/> 07 Deceased <input type="checkbox"/> 09 Skill-Based Increase <input type="checkbox"/> 19 Reinstatement <input type="checkbox"/> 08 Laid-Off <input type="checkbox"/> 10 Longevity Increase <input type="checkbox"/> 98 Performance Pay Adjustment      *Requires City Manager Approval				
<b>Job Information</b> <i>Enter Changes On Line Below Current Information</i>	<i>Department</i> 60G022 Utilities & Structure		<i>Work Phone/Ext.</i> 974-6070		
	746060 FIN SVCS - CAPITAL PLANNING				
	<i>Position Number</i> 105524	<i>Title</i> Coord. Program	<i>Staffing Level</i> 01 Worker		
	114493 BUSINESS PROCESS CONSULTANT				
	<i>Hourly Rate</i> 27.260	<i>Salary Grade</i> JJ6	<i>Work Week</i> 40	<i>Employee Class</i> 02 Standard/Exempt	<i>FICA Exempt?</i> <input type="checkbox"/> N OASDI
	33.65	303			<input type="checkbox"/> N Medicare
	<i>Location</i> B10001	<i>Labor Distribution</i> <i>Attach Labor Distribution form for multiple labor distributions.</i> 5120      6200      8000      100%			
CA0200	5150	7400	2010	%	
<b>System Generated Information</b>	<i>Job Status</i> A Active	<i>Job Begin</i> 08/14/2011	<i>Job End</i>	<i>Previous Action</i> 84 Across The Board Inc Load	<i>Effective</i> 10/23/2011
	<i>FTE</i> 1.000	<i>Base Week</i> 40	<i>Current Hire</i> 06/21/2006	<i>Adjusted Service</i> 06/21/2006	<i>Benefit Category</i> 01 Standard (30+ hours)
					<i>Leave Category</i> 01 Standard (40)
<b>Comments</b>					
<b>Approvals</b>	[Signature] 11/9/2011		HRD Compensation/Employment      Date		
	for Julie Proctor		Director, Human Resources Department      Date		
	Releasing Department: (for Transfers)      Date 11/10/2011		City Manager/Other      Date		