Agenda Item Form

Agenda Date: 8/03/04

Districts Affected: 3
Dept. Head/Contact Information: Norman C. Merrifield/Alicia Terrazas (ext. 4057)

Type of Agenda Item:

- ☒ Resolution
- ☐ Tax Installment Agreements
- ☐ RFP/ BID/ Best Value Procurement
- ☐ Application for Facility Use
- ☐ Interlocal Agreements
- ☐ Other _____
- ☐ Staffing Table Changes
- ☐ Tax Refunds
- ☐ Budget Transfer
- ☐ Bldg. Permits/Inspection
- ☐ Contract/Lease Agreement
- ☐ Board Appointments
- ☐ Donations
- ☐ Item Placed by Citizen
- ☐ Introduction of Ordinance
- ☐ Grant Application

Funding Source:

- ☐ General Fund
- ☐ Grant (duration of funds: _____ Months)
- ☒ Other Source: User Fee

Legal:

☒ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar ☒ Approved ☐ Denied

Timeline Priority: ☐ High ☒ Medium ☐ Low # of days:_____

Why is this item necessary:
Necessary to permit Indenpendent Contractor Contracts to perform duties outlined in contract

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:
Contracts are for performance of services. Maintenance and operating expenditures are nil.

Statutory or Citizen Concerns:
Demands and needs are met.

Departmental Concerns:
Approval of contracts enables Parks & Recreation Department to meet it's mission, objectives and functions.

RESOLUTION

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

THAT the Mayor be authorized to execute the following **INDEPENDENT CONTRACTOR** contracts on behalf of the **PARKS AND RECREATION DEPARTMENT**. Funding for these contracts is in fiscal year **2003/2004** appropriations to be approved by the City Council.

SAN JUAN RECREATION CENTER
DEPARTMENT ID: 51510123, ACCOUNT 502214

1. CONTRACTOR: Reina Banuelos, Folklorico Instructor
   DATES: August 04, 2004 through August 31, 2004
   RATE PER CL: $8.00
   MAXIMUM AMT: $136.00
   CONTRACT: **2003/2004-170**

SPECIAL EVENTS & PROMOTIONS/LINCOLN CENTER
DEPARTMENT ID: 51010282, ACCOUNT 503116

2. CONTRACTOR: El Paso Umpires Association, 2 Referees for Basketball League
   DATES: August 06, 2004 through August 29, 2004
   RATE PER CL: $20.00
   MAXIMUM AMT: $3760.00
   CONTRACT: **2004/2004-171**

APPROVED this 3rd. day of August 2004.

THE CITY OF EL PASO

ATTEST:

Joe Wardy
Mayor

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

Norman Merrifield, Director
Parks & Recreation Department

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DEPARTMENT ID: 51510123
CLASS: 51031
FUND: 6313
PROJECT: P500213
SPEED CHART: P0191
ACCOUNT: 502214
CONTRACT NO: 2003/2004-170

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and Reina Banuelos, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: Folklorico Instructor at San Juan Rec.

2. **TIME OF PERFORMANCE** The services of Contractor are to be performed beginning August 4, 2004 and be completed by August 31, 2004

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid a total fee not to exceed a maximum of 136.00. The fee shall be paid at a rate of 8.00 per class/game for a maximum of 17 classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.

4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP** Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.

6. **TERMINATION** Either party may terminate this contract without cause after 14 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 Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.

7. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

CONTRACT NO:

8. NOTICE Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas
2 Civic Center Plaza
El Paso, Texas 79901-1163

CONTRACTOR: Name: Reina Barrueles
Address:
SS#:
Phone:

9. TERMINATION Either party may terminate this contract without cause after 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 Contractor is in breach of this contract, the contract may be terminated immediately upon notification to the contractor of the cause for termination.

10. NO INSURANCE PROVIDED Contractor specifically acknowledges that, in his/her capacity as an independent contractor, he/she has not been provided with Worker's Compensation Insurance or other insurance coverage regularly covered by the City of El Paso Parks and Recreation Department to its regular employees; and that he/she will secure similar coverage so as to protect his/her interest in the event of any personal injuries or damages of any kind.

11. COSTS AND EQUIPMENT Contractor understands that he/she is responsible for all overhead, travel, equipment and support costs incurred in performing the contracted services. Contractor also agrees that he/she will be responsible for supplying all equipment and instrumentalities necessary to carry out the services to be provided.

12. CONTINGENCY This agreement is contingent upon paid registration for the program of a minimum of 10 participants, and a maximum of 25 participants. In the event that the minimum number of participants is not reached, this agreement shall be null and void.

IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this

_____ day of _____, _____.

CITY OF EL PASO, TEXAS

ATTEST:

Joe Wardy, Mayor

Richarda Duffy Momsen
City Clerk

CONTRACTOR:
Reina Barrueles

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

Parks & Recreation Director

Program Coordinator

Superintendent

Administrative Analyst

DEPARTMENT ID: 51010282
CLASS: 51020
FUND: 16305
PROJECT: P500205
SPEED CHART: P0183
ACCOUNT: 503116
CONTRACT NO: 2003/2004-171

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and EL Paso Umpires Association, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: will provide referees for basketball League for Special Promotions

2. **TIME OF PERFORMANCE** The services of Contractor are to be performed beginning August 6, 2004 and be completed by August 29, 2004.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid a total fee not to exceed a maximum of $3760. The fee shall be paid at a rate of $20 per class/game for a maximum of 188 classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.

4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP** Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.

6. **TERMINATION** Either party may terminate this contract without cause after 14 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 Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.

7. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

El Paso Parks & Recreation The Fun Experts

CONTRACT NO:

8. NOTICE Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas
2 Civic Center Plaza
El Paso, Texas 79901-1163

CONTRACTOR: Name: EL Paso Umpires Association/Perry Huddleston
Address: ___
SS#: ___
Phone: ___

9. TERMINATION Either party may terminate this contract without cause after 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 Contractor is in breach of this contract, the contract may be terminated immediately upon notification to the contractor of the cause for termination.

10. NO INSURANCE PROVIDED Contractor specifically acknowledges that, in his/her capacity as an independent contractor, he/she has not been provided with Worker's Compensation Insurance or other insurance coverage regularly covered by the City of El Paso Parks and Recreation Department to its regular employees; and that he/she will secure similar coverage so as to protect his/her interest in the event of any personal injuries or damages of any kind.

11. COSTS AND EQUIPMENT Contractor understands that he/she is responsible for all overhead, travel, equipment and support costs incurred in performing the contracted services. Contractor also agrees that he/she will be responsible for supplying all equipment and instrumentalities necessary to carry out the services to be provided.

12. CONTINGENCY This agreement is contingent upon paid registration for the program of a minimum of 100 participants, and a maximum of 200 participants. In the event that the minimum number of participants is not reached, this agreement shall be null and void.

IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this

_____ day of _____, _____.

CITY OF EL PASO, TEXAS

ATTEST:

_____
Joe Wardy, Mayor

_____
Richarda Duffy Momsen
City Clerk

CONTRACTOR:

_____

APPROVED AS TO FORM:

_____
Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

_____
Parks & Recreation Director

_____
Program Coordinator

_____
Superintendent

_____
Administrative Analyst