Agenda Item Form

Agenda Date: 6/29/04

Districts Affected: 5
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 Independent Contractor Contract 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.

2004 JUN 22 PM 4 47
CITY CLERK DEPARTMENT

RESOLUTION

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

That the Mayor be authorized to execute the following **EMPLOYEE CONTRACTOR** contract on behalf of the **PARKS AND RECREATION DEPARTMENT**. Funding for this contract is in fiscal year **2003/2004** appropriations to be approved by the City Council.

NORTHEAST RECREATION CENTER
DEPARTMENT ID: 51510107, ACCOUNT: 501011

1. CONTRACTOR: Andre Luther, Instructor Aide, Step 2
   DATES: June 30, 2004 through August 31, 2004
   RATE PER HR: $5.60
   CONTRACT NO: **2003/2004-289**

APPROVED this 29th day of June, 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 C. Merrifield, Director
Parks & Recreation Department

APPROVED BY CIVIL SERVICE COMMISSION:

By:_____
Terry Bond, Secretary

6/24/04 Date

DEPARTMENT ID: 5151010 7
CLASS: 51057
FUND: 16311
PROJECT: P500311
SPEED CHART: P0189
ACCOUNT: ~~404204~~ 501011
CONTRACT NO:

El Paso Parks & Recreation The Fun Experts

STATE OF TEXAS) **DAYCARE PERSONNEL**
) **EMPLOYMENT CONTRACT**
COUNTY OF EL PASO) **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 ANDRE LUTHER, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City has a need to engage the employment of the Contractor as a INSTRUCTOR AIDE for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter; and

WHEREAS, contractor is knowledgeable and capable of rendering said employment to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the employment of INSTRUCTOR AIDE STEP 2, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.

2. **TIME OF PERFORMANCE** The employment of Contractor is to commence on or about JUNE 30, 2004 and shall continue until AUGUST 31, 2004.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of $ 5.60 /HR and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the Contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.

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.

5. **LAW GOVERNING CONTRACT** For purposes of determining the place of the contract and the law governing the same it, it is agreed that this 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 for all purposes shall be in the courts El Paso County.

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. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of the Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination.

7. **MISCELLANEOUS** The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under this agreement.

CONTRACT NO:

EMPLOYMENT CONTRACT
PARKS AND RECREATION

8. COMPLETE AGREEMENT This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment 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.

9. 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: ANDRE LUTHER
SS: _
Addre
Phone

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

APPROVED BY THE CIVIL SERVICE COMMISSION

By: _____
Terry Bond, Secretary:

_____ Date