Agenda Item Form

Agenda Date: 3-23-04

Districts Affected: 1
Dept. Head/Contact Information: Dr. R. William Torgerson, DVM, Acting Director

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: _____

Legal:

☒ Legal Review Required Attorney Assigned (please scroll down): John Nance ☒ Approved ☐ Denied

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

Why is this item necessary:
This is necessary so the Park Partner may perform his services as stated in the agreement.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:
None

Statutory or Citizen Concerns:
None

Departmental Concerns:
None

RESOLUTION

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

THAT the Mayor be authorized to sign the "Park Partner" Agreement with the following organization for maintenance and other services on City property as described in the Agreement:

Parents Association for Recreation	White Spur Park

AND THAT the Mayor be further authorized to sign additional documents and take additional action necessary to fulfill the purpose of this contract. (District 1)

ADOPTED this 23rd day of March 2004.

CITY OF EL PASO

Joe Wardy, Mayor

ATTEST:

Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

R. William Torgerson, DVM, Acting Director
Parks & Recreation

CITY OF EL PASO
PARKS AND RECREATION DEPARTMENT
Two Civic Center Plaza
El Paso, Texas 79901

This Agreement ("Agreement") between:

Name of Group or Organization: PARENT ASSOCIATION FOR Recreation For Kids (P.A.R.K)

Contact Person's Last Name: CROWLEY **First Name:** SABRINA

Address: 4404 LAZY WILLOW **Zip:** 79922

Day Phone # 585-3955 **Night Phone #** _____ **FAX No.** _____

Name of Park: WHITE SPUR

Park Location: 4800 LOVE ROAD

("Partner"), and the CITY OF EL PASO, a home rule municipal corporation ("City"), is made effective the date of execution written below.

The Parties agree as follows:

1. The Partner will provide maintenance and other services ("Services") on City property described above,

2. Partner will begin providing the Services on _____.

3. Partner will provide the following Services on the referenced property:

   - ☐ Participate in City Sweep Day
   - ☐ Pick up litter and debris _____ times per month.
   - ☐ Conduct quarterly clean up/fix up activities.
   - ☒ Notify Park Maintenance personnel of damage to park facilities, vandalism, or graffiti.
   - ☐ Notify Police in cases of violations of law, including park curfew.
   - ☐ Donate trees, benches, tables, trash receptacles, and other park amenities when approved by the Parks and Recreation Department ("Department").
   - ☐ Other services to be provided to the "Department": _____

   - **Observe the safety instructions listed on Exhibit A in performing maintenance services on the park.**

- **Notify Park Department of changes in name, address, and phone # of contact person.**

4. The Partner and all participants will comply at all times with the safety instructions attached hereto as Exhibit A.

5. The Partner and all participants are volunteers, and the Services are rendered to the City as a gift. The Partner and the participants shall not receive any compensation or benefits from the City, other than as expressly set forth in this Agreement. No partnership or joint venture is intended to be created by this Agreement, nor any principal-agent or employer-employee relationship. The Partner does not have, and will not attempt to assert, the authority to make commitments for or to bind the City to any obligation.

6. The City agrees to do the following:
   - Continue to perform current level of maintenance services.
   - Provide recognition to the Partner.
   - Provide specifications and technical assistance on Park Improvement Projects.
   - Provide supplies and materials as needed and if they are available (Paint, trash bags, etc.).
   - Give your coordinator names and phone number of park maintenance personnel in order to report any problems.
   - Allow each Park Partner to conduct one fund raising activity in the park per year for the benefit of the Park, approved by the Director of the Department of Parks and Recreation.
   - Upon request provide speakers to orient your group to Park Partner Program and Park rules and procedures.

7. The Parties expressly agree that the City's obligation to perform under this Agreement is subject to the availability of funds and staff, and is wholly within the discretion of the Director of the Department of Parks & Recreation.

8. This Agreement shall remain in effect for a period of three years, and may be extended for successive three-year terms, by written agreement of both Parties. Either Party may terminate the Agreement by giving five days written notice of termination to the other Party. The sole remedy for either Party for nonperformance of the terms of paragraphs one through six of this Agreement by the other Party shall be termination of the Agreement in accordance with this provision.

9. Notwithstanding the above, it is expressly agreed by the Parties that the City cannot and does not assume any liability for the actions of the Partner in performing maintenance on parks or other public property. Accordingly, the Partner agrees to indemnify and hold the City harmless from any and all claims, suits, actions or judgments arising from the conduct of the Partner or any of its participants in the maintenance services under this Letter of Agreement, with respect to damage to property or injury to persons.

EXECUTED this 23rd day of March, 2004.

CITY OF EL PASO

Joe Wardy, Mayor

ATTEST:

Richarda Duffy Momsen, City Clerk

PARTNER:

By:
Title:
FID#:

APPROVED AS TO FORM:

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

R. William Torgerson, DVM, Acting Director
Parks and Recreation

SURDIBJ\#49717\LEGAL\CONTRACT

EXHIBIT A - SAFETY INSTRUCTIONS

The Partner and all participants **must** observe the following safety instructions at all times:

1. Work only during daylight hours and fair weather.

2. Stay away from park mowing operations and any other maintenance or construction activities.

3. Participants under 16 years of age must be supervised by a responsible adult. Participants under ten years of age must be supervised by at least one adult for each five participants.

4. Do not allow children under 12 years of age to work near heavily traveled streets.

5. Be aware of potential hazards such as broken glass, snakes, insects, noxious weeds, and hazardous materials.

6. Wear protective clothing, including hard-soled shoes and gloves.

7. Do not attempt to remove known or suspected toxic/hazardous substances. Do not pick up discarded syringes, needles, or suspicious containers.

8. Report discarded syringes, needles, or suspicious containers to the appropriate Park Maintenance Supervisor, or the appropriate Police Regional Command Center.

9. Report broken equipment or any other potential hazards to the appropriate Park Maintenance Supervisor. Also, call the appropriate maintenance section if trash bags need to be picked up.

10. Know your park rules and be safety conscious at all times.