Agenda Item Form

Agenda Date: 4/27/2004

Districts Affected: All
Dept. Head/Contact Information: Norman C. Merrifield, Parks & Recreation 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: 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 contract employees to perform duties outlined in contracts

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:
Maintenance and operating expenditures are nil

Statutory or Citizen Concerns:
Demands and needs are met

Departmental Concerns:
Approval of employee contractor contracts will enable Parks Dept/Aquatics to meet it's mission objectives and functions

2004 APR 21 PM 1 06
CITY CLERK'S 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** 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.

AQUATICS
DEPARTMENT ID: 51010281, ACCOUNT 501011

1. CONTRACTOR: Ceasar Alba, Swim Instructor, Step 1
   DATES: April 28, 2004 through September 30, 2004
   RATE PER HR: $5.35
   CONTRACT NO: **2003/2004-228**

2. CONTRACTOR: Omar Alba, Senior Lifeguard, Step 1
   DATES: April 28, 2004 through September 30, 2004
   RATE PER HR: $6.60
   CONTRACT NO: **2003/2004-229**

3. CONTRACTOR: Timothy B. Boyd, Swim Instructor, Step 1
   DATES: April 28, 2004 through September 30, 2004
   RATE PER HR: $5.35
   CONTRACT NO: **2003/2004-230**

4. CONTRACTOR: Samantha Delgado, Swim Instructor, Step 1
   DATES: April 28, 2004 through September 30, 2004
   RATE PER HR: $5.35
   CONTRACT NO: **2003/2004-231**

5. CONTRACTOR: Juanita Duchene, Pool Attendant, Step 1
   DATES: April 28, 2004 through September 30, 2004
   RATE PER HR: $5.40
   CONTRACT NO: **2003/2004-232**

6. CONTRACTOR: Eric G. Hansen, Swim Instructor, Step 2
   DATES: April 28, 2004 through September 30, 2004
   RATE PER HR: $5.50
   CONTRACT NO: **2003/2004-233**

7. CONTRACTOR: Allison L. Hayes, Lifeguard, Step 1
   DATES: April 28, 2004 through September 30, 2004
   RATE PER HR: $5.25
   CONTRACT NO: **2003/2004-234**

8. CONTRACTOR: Valerie M. Monsivais, Lifeguard, Step 2
   DATES: April 28, 2004 through September 30, 2004
   RATE PER HR: $6.00
   CONTRACT NO: **2003/2004-235**

9. CONTRACTOR: Laura Muñoz, Swim Instructor, Step 1
DATES: April 28, 2004 through September 30, 2004
RATE PER HR: $5.35
CONTRACT NO: **2003/2004-236**

10. CONTRACTOR: David J. Solis, Pool Attendant, Step 1
DATES: April 28 through September 30, 2004
RATE PER HR: $5.40
CONTRACT NO: **2003/2004-237**

11. CONTRACTOR: Lisa A. Spurgin, Swim Instructor, Step 3
DATES: April 28, 2004 through September 30, 2004
RATE PER HR: $5.65
CONTRACT NO: **2003/2004-238**

12. CONTRACTOR: Michael Torres, Swim Instructor Step 1
DATES: April 28, 2004 through September 30, 2004
RATE PER HR: $5.35
CONTRACT NO: **2003/2004-239**

13. CONTRACTOR: Brittney R. Villalba, Swim Instructor, Step 1
DATES: April 28, 2004 through September 30, 2004
RATE PER HR: $5.35
CONTRACT NO: **2003/2004-240**

APPROVED this 27th day of April, 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

FUND: 16303
DEPARTMENT ID: 51010281
CLASS: 51151
PROJECT: P500203
SPEED CHART: P0181
ACCOUNT: 501011
CONTRACT NO: 2003/2004-228

STATE OF TEXAS)
) 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 CEASAR ALBA, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City has a need to engage the employment of the Contractor as a SWIM INSTRUCTOR 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 SWIM INSTRUCTOR, STEP 1, 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 APRIL 28, 2004 and shall continue until SEPTEMBER 30, 2004.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of $5.35 P/H 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 is agreed that this contract is entered into 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 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 the 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: CEASAR ALBA
SS#:
Address:
City/State/Zip:
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:

PARENT(S) (If Minor)

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

Parks and Recreation Director

Program Coordinator

Superintendent

Administrative Analyst

FUND: 16303
DEPARTMENT ID: 51010281
CLASS: 51151
PROJECT: P500203
SPEED CHART: P0181
ACCOUNT: 501011
CONTRACT NO: 2003/2004-229

STATE OF TEXAS)
) 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 OMAR ALBA, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City has a need to engage the employment of the Contractor as a SENIOR LIFEGUARD 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 SENIOR LIFEGUARD, STEP 1, 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 MAY 10, 2004 and shall continue until SEPTEMBER 30, 2004.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of $6.60 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 is agreed that this contract is entered into 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 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 the agreement

O.C.

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: OMAR ALBA
SS#:
Address:
City/State/Zip:
Phone:

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

_____ day of _____, _____.

CITY OF EL PASO, TEXAS

_____
Joe Wardy, Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

CONTRACTOR:

_____

PARENT(S) (If Minor)

_____

APPROVED AS TO FORM:

_____
Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

_____
Parks and Recreation Director

_____
Program Coordinator

_____
Superintendent

_____
Administrative Analyst

FUND: 16303
DEPARTMENT ID: 51010281
CLASS: 51151
PROJECT: P500203
SPEED CHART: P0181
ACCOUNT: 501011
CONTRACT NO: 2003/2004-230

STATE OF TEXAS)
) **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 TIMOTHY B. BOYD, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City has a need to engage the employment of the Contractor as a SWIM INSTRUCTOR 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 SWIM INSTRUCTOR, STEP 1, 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 APRIL 28, 2004 and shall continue until SEPTEMBER 30, 2004.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of 5.35 P/H 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 is agreed that this contract is entered into 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 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 the agreement

TBB

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: Timothy B. Boyd
SS#:
Address:
City/State/Zip:
Phone:

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

_____ day of _____, _____.

CITY OF EL PASO, TEXAS

_____
Joe Wardy, Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

CONTRACTOR:

_____

PARENT(S) (If Minor)

_____

APPROVED AS TO FORM:

_____
Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

_____
Parks and Recreation Director

_____
Program Coordinator

_____
Superintendent

_____
Administrative Analyst

FUND: 16303
DEPARTMENT ID: 51010281
CLASS: 51151
PROJECT: P500203
SPEED CHART: P0181
ACCOUNT: 501011
CONTRACT NO: 2003/2004-231

STATE OF TEXAS)
)
COUNTY OF EL PASO)

EMPLOYMENT CONTRACT
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 SAMANTHA DELGADO, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City has a need to engage the employment of the Contractor as a SWIM INSTRUCTOR 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 SWIM INSTRUCTOR, STEP 1, 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 APRIL 28, 2004 and shall continue until SEPTEMBER 30, 2004.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of $5.35 P/H 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 is agreed that this contract is entered into 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 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 the agreement

SD

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: SAMANTHA DELGADO
SS#:
Address:
City/State/Zip:
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:

Samantha Delgado

PARENT(S) (If Minor)

Lisa Delgado

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

Parks and Recreation Director

Program Coordinator

Superintendent

Administrative Analyst

FUND: 16303
DEPARTMENT ID: 51010281
CLASS: 51151
PROJECT: P500203
SPEED CHART: P0181
ACCOUNT: 501011
CONTRACT NO: 2003/2004-232

STATE OF TEXAS)
) 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 JUANITA DUCHENE, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City has a need to engage the employment of the Contractor as a POOL ATTENDANT 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 POOL ATTENDANT, STEP 1, 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 APRIL 28, 2004 and shall continue until SEPTEMBER 30, 2004.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of $5.40 P/H 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 is agreed that this contract is entered into 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 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 the 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: JUANITA DUCHENE
SS#:
Address:
City/State/Zip:
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:

PARENT(S) (If Minor)

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

Parks and Recreation Director

Program Coordinator

Superintendent

Administrative Analyst

FUND: 16303
DEPARTMENT ID: 51010281
CLASS: 51151
PROJECT: P500203
SPEED CHART: P0181
ACCOUNT: 501011
CONTRACT NO: 2003/2004-233

STATE OF TEXAS)
) 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 ERIC G. HANSEN, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City has a need to engage the employment of the Contractor as a SWIM INSTRUCTOR 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 SWIM INSTRUCTOR, 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 APRIL 28, 2004 and shall continue until SEPTEMBER 30, 2004.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of $5.50 P/H 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 is agreed that this contract is entered into 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 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 the agreement

EH

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: ERIC G. HANSEN
SS#:
Address:
City/State/Zip:
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:

PARENT(S) (If Minor)

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

Parks and Recreation Director

Program Coordinator

Superintendent

Administrative Analyst

FUND: 16303
DEPARTMENT ID: 51010281
CLASS: 51151
PROJECT: P500203
SPEED CHART: P0181
ACCOUNT: 501011
CONTRACT NO: 2003/2004-234

STATE OF TEXAS)
) 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 ALLISON L. HAYES, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City has a need to engage the employment of the Contractor as a LIFEGUARD 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 LIFEGUARD, STEP 1, 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 APRIL 28, 2004 and shall continue until SEPTEMBER 30, 2004.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of $5.25 P/H 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 is agreed that this contract is entered into 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 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 the 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: ALLISON L. HAYES
SS#:
Address:
City/State/Zip:
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:

Allison Hayes

PARENT(S) (If Minor)

Karen L. Hayes

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

Parks and Recreation Director

Program Coordinator

Superintendent

Administrative Analyst

FUND: 16303
DEPARTMENT ID: 51010281
CLASS: 51151
PROJECT: P500203
SPEED CHART: P0181
ACCOUNT: 501011
CONTRACT NO: 2003/2004-235

STATE OF TEXAS)
) 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 VALERIE M. MONSISVAIS, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City has a need to engage the employment of the Contractor as a LIFEGUARD 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 LIFEGUARD, 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 APRIL 28, 2004 and shall continue until SEPTEMBER 30, 2004.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of $6.00 P/H 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 is agreed that this contract is entered into 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 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 the agreement

JMM

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:_____ VALERIE M. MONSISVAIS
SS#:_____
Address:_____
City/State/Zip:_
Phone:_____

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

_____ day of _____, _____.

CITY OF EL PASO, TEXAS

_____
Joe Wardy, Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Valerie M. Monsisvais

PARENT(S) (If Minor)

Carmen Macias

APPROVED AS TO FORM:

_____
Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

_____
Parks and Recreation Director

_____
Program Coordinator

_____
Superintendent

_____
Administrative Analyst

FUND: 16303
DEPARTMENT ID: 51010281
CLASS: 51151
PROJECT: P500203
SPEED CHART: P0181
ACCOUNT: 501011
CONTRACT NO: 2003/2004-236

STATE OF TEXAS)
)
COUNTY OF EL PASO)

EMPLOYMENT CONTRACT
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 LAURA MUNOZ, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City has a need to engage the employment of the Contractor as a SWIMINSTRUCTOR 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 SWIM INSTRUCTOR, STEP 1, 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 APRIL 28, 2004 and shall continue until SEPTEMBER 30, 2004.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of $5.35 P/H 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 is agreed that this contract is entered into 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 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 the agreement

L. M

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: LAURA A. MUNOZ
SS#:
Address:
City/State/Zip:
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:

Laura A. Munoz

PARENT(S) (If Minor)

Julia S. Portman

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

Parks and Recreation Director

Program Coordinator

Superintendent

Administrative Analyst

FUND: 16303
DEPARTMENT ID: 51010281
CLASS: 51151
PROJECT: P500203
SPEED CHART: P0181
ACCOUNT: 501011
CONTRACT NO: 2003/2004-237

STATE OF TEXAS)
)
COUNTY OF EL PASO)

EMPLOYMENT CONTRACT
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 DAVID J. SOLIS, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City has a need to engage the employment of the Contractor as a POOL ATTENDANT 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 POOL ATTENDANT, STEP 1, 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 APRIL 28, 2004 and shall continue until SEPTEMBER 30, 2004.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of $5.40 P/H 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 is agreed that this contract is entered into 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 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 the agreement

D. S.

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: DAVID J. SOLIS
SS#:
Address:
City/State/Zip:
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:

David Solis

PARENT(S) (If Minor)

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

Parks and Recreation Director

Program Coordinator

Superintendent

Administrative Analyst

FUND: 16303
DEPARTMENT ID: 51010281
CLASS: 51151
PROJECT: P500203
SPEED CHART: P0181
ACCOUNT: 501011
CONTRACT NO: 2003/2004-238

STATE OF TEXAS)
)
COUNTY OF EL PASO)

EMPLOYMENT CONTRACT
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 LISA A. SPURGIN, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City has a need to engage the employment of the Contractor as a SWIM INSTRUCTOR 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 SWIM INSTRUCTOR, STEP 3, 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 APRIL 28, 2004 and shall continue until SEPTEMBER 30, 2004.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of $5.65 P/H 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 is agreed that this contract is entered into 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 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 the 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: LISA A. SPURGIN
SS#:
Address:
City/State/Zip:
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:

PARENT(S) (If Minor)

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

Parks and Recreation Director

Program Coordinator

Superintendent

Administrative Analyst

FUND: 16303
DEPARTMENT ID: 51010281
CLASS: 51151
PROJECT: P500203
SPEED CHART: P0181
ACCOUNT: 501011
CONTRACT NO2003/2004-239

STATE OF TEXAS)
) 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 MICHAEL TORRES, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City has a need to engage the employment of the Contractor as a SWIM INSTRUCTOR 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 SWIM INSTRUCTOR, STEP 1, 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 APRIL 28, 2004 and shall continue until APRIL 28, 2004.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of 5.35 P/H 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 is agreed that this contract is entered into 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 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 the agreement

M.T.

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: MICHAEL TORRES
SS#:
Address:
City/State
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:

PARENT(S) (If Minor)

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

Parks and Recreation Director

Program Coordinator

Superintendent

Administrative Analyst

FUND: 16303
DEPARTMENT ID: 51010281
CLASS: 51151
PROJECT: P500203
SPEED CHART: P0181
ACCOUNT: 501011
CONTRACT NO: 2003/2004-240

STATE OF TEXAS)
) 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 BRITTNEY R. VILLALVA, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City has a need to engage the employment of the Contractor as a SWIM INSTRUCTOR 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 SWIM INSTRUCTOR, STEP 1, 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 APRIL 28, 2004 and shall continue until SEPTEMBER 30, 2004.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of $5.35 P/H 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 is agreed that this contract is entered into 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 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 the agreement

B.V.

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: BRITTNEY R. VILLALVA
SS#:
Address:
City/State/Zip:
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:

Brittney R. Villalva

PARENT(S) (If Minor)

Leeann Villalva

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

Parks and Recreation Director

Program Coordinator

Superintendent

Administrative Analyst