# Agenda Item Form

**Agenda Date:** 5/11/2004

5N

**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 MAY 7 AM 8 56
CITY CLERK DEPARTMENT

# RESOLUTION

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

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **ALEJANDRO VARGAS, JR.** to assist the Parks and Recreation Department as an Outdoor Pool Manager at an hourly rate of $7.50 for 40 hours per week. The term of the contract shall be for the period of May 14, 2004 through September 30, 2004. Contract subject to the concurrence of the Civil Service Commission.

**APPROVED** this 11th day of May, 2004.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

99661

STATE OF TEXAS )
) PERSONAL SERVICES CONTRACT
COUNTY OF EL PASO )

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **ALEJANDRO VARGAS, JR.**, hereinafter referred to as "Employee," witnesseth:

**WHEREAS,** the City, on behalf of the Parks and Recreation Department, desires to employ the Employee as an Outdoor Pool Manager; and

**WHEREAS,** Employee possesses the skills to render said employment to the City.

**NOW, THEREFORE,** the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the Parks and Recreation Department, in El Paso, Texas.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about May 14, 2004 and be completed by September 30, 2004.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid at an hourly rate of Seven and 50/100 Dollars ($7.50). The employee shall work a minimum of forty (40) hours per week. Employee is classified as non-exempt and is eligible for overtime pay. In the event that Employee works in excess of forty (40) hours per week, Employee shall be paid overtime in accordance with the Fair Labor Standards Act. The full time contract employee named in this Agreement shall be eligible for the following benefits:

A. The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be

eligible to continue to participate in and receive the benefits of those Plans in the same manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, he shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will he make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the Parks and Recreation Department, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the 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 shall be in the courts of El Paso County, Texas.

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

7. TERMINATION. Either party may terminate this contract without cause after ten (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, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out his duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent

by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee at the following addresses:

CITY: City of El Paso
Parks and Recreation Department
Attn: Director
#2 Civic Center Plaza, 6th floor
El Paso, Texas 79901

EMPLOYEE: Alejandro Vargas, Jr.

**IN WITNESS WHEREOF** the parties have executed this agreement at El Paso, Texas this 11th day of May, 2004.

CITY OF EL PASO

_____
Joe Wardy
Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

EMPLOYEE:

_____
Alejandro Vargas, Jr.

APPROVED AS TO FORM:

_____
Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

_____
Norman C. Merrifield, Director
Parks and Recreation Department

APPROVED BY THE CIVIL SERVICE COMMISSION:

By:_____, Secretary
Date: 5/6/04

# Outdoor Pool Manager

Summary

Under general supervision, manages and supervises the operation of assigned pool.

Typical Duties

Plans, assigns, reviews and evaluates the work of assigned personnel; schedules and coordinates swimming programs; maintains communication with aquatics administrative personnel concerning pool's operation; accounts for the collection of facility user fees.

Monitors swimming pool to enforce safety rules and regulations; cautions swimmers about unsafe swimming practices; rescues swimmers using necessary lifesaving techniques; administers minor first aid; prepares reports as required.

Ensures that facility and swimming pool's water meets health standards; inspects swimming pool equipment to insure it safety and proper operation; performs minor adjustments and maintenance to the swimming pool's filtration and chlorinating systems; cleans pool, pool area and grounds.

Trains assigned swimming pool personnel.

Minimum Qualifications

Training and Experience: Graduation from high school or equivalent. Must have current Lifeguarding, first aid, and CPR certifications. Must be twenty years of age by employment. Must have 2000 hours of previous lifeguarding experience.

Knowledge, Abilities and Skills: Considerable knowledge of swimming pool operations; good knowledge of aquatics lifesaving techniques and procedures; good knowledge of first aid and cardiopulmonary resuscitation techniques and procedures; good knowledge of swimming pool's water testing and normal values associated with tests; some knowledge of swimming pool equipment; ability to supervise assigned personnel; ability to deal effectively with the public; ability to establish and maintain effective working relationships with fellow employees and the general public; ability to express oneself clearly and concisely.

Physical Requirements: Mobility within a swimming pool environment; must participate in rescuing swimmers in danger of drowning.

EFFECTIVE DATE: MARCH 21, 1999

APPROVED: 1/28/99
DATE

L. Deamanti
DIRECTOR OF PERSONNEL

DIRECTOR OF PARKS & RECREATION