Agenda Item Form

Agenda Date: 08/31/04

Districts Affected: 5, 3, 6, 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 Independent Contractor Contracts to perform duties outlined in contracts

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 **2004/2005** appropriations to be approved by the City Council.

MULTI-PURPOSE COMMUNITY CENTER
DEPARTMENT ID: 51510032, ACCOUNT 502214

1. CONTRACTOR: Claudia Avila, Belly Dancing Instructor
   DATES: September 01, 2004 through August 31, 2005
   RATE PER CL: $9.00
   MAXIMUM AMT: $936.00
   CONTRACT: **2004/2005-061**

2. CONTRACTOR: Matilde Guillen, Yoga Instructor
   DATES: September 01, 2004 through August 31, 2005
   RATE PER CL: $15.75
   MAXIMUM AMT: $1638.00
   CONTRACT: **2004/2005-062**

SAN JUAN RECREATION CENTER
DEPARTMENT ID: 51510123, ACCOUNT 502214

3. CONTRACTOR: Patricia Chavez, Aerobic Instructor
   DATES: September 01, 2004 through August 31, 2005
   RATE PER CL: $11.60
   MAXIMUM AMT: $2412.80
   CONTRACT: **2004/2005-063**

4. CONTRACTOR: William Collins, Karate Instructor
   DATES: September 01, 2004 through August 31, 2005
   RATE PER CL: $9.65
   MAXIMUM AMT: $1003.60
   CONTRACT: **2004/2005-064**

5. CONTRACTOR: Jose Luis Guillen, Yoga Instructor
   DATES: September 01, 2004 through August 31, 2005
   RATE PER CL: $14.32
   MAXIMUM AMT: $1489.28
   CONTRACT: **$2004/2005-065**

6. CONTRACTOR: Joe V. Hernandez, Scorekeeper for Basketball
   DATES: September 01, 2004 through August 31, 2005
   RATE PER CL: $8.00
   MAXIMUM AMT: $1248.00
   CONTRACT: **2004/2005-066**

7. CONTRACTOR: Martin Maldonado, Officiate Basketball Leagues
DATES: September 01, 2004 through August 31, 2005
RATE PER CL: $14.00
MAXIMUM AMT: $1456.00
CONTRACT: **2004/2005-067**

8. CONTRACTOR: Anita Martell, Aerobic Instructor
DATES: September 01, 2004 through August 31, 2005
RATE PER CL: $7.90
MAXIMUM AMT: $1643.20
CONTRACT: **2004/2005-068**

PAVO REAL RECREATION CENTER
DEPARTMENT ID: 51510115, ACCOUNT 502214

9. CONTRACTOR: Rebecca Grado, Martial Arts Instructor
DATES: September 01, 2004 through August 31, 2005
RATE PER CL: $10.00
MAXIMUM AMT: $1100.00
CONTRACT: **2004/2005-069**

10. CONTRACTOR: Maria G. Rocha, Ballet/Folklorico Instructor
DATES: September 01, 2004 through August 31, 2005
RATE PER CL: $12.00
MAXIMUM AMT: $1320.00
CONTRACT: **2004/2005-070**

11. CONTRACTOR: Irma Romero, Fitness Instructor
DATES: September 01, 2004 through August 31, 2005
RATE PER CL: $12.00
MAXIMUM AMT: $4920.00
CONTRACT: **2004/2005-071**

YOUTH OUTREACH PROGRAM
DEPARTMENT ID: 51150056, ACCOUNT 502215

12. CONTRACTOR: Norma Ponce-Gomez, Fine Arts Instructor
DATES: September 13, 2004 through December 31, 2004
RATE PER CL: $20.00
MAXIMUM AMT: $1000.00
CONTRACT: **2004/2005-072**

YOUTH OUTREACH PROGRAM
DEPARTMENT ID: 51511089, ACCOUNT 502214

13. CONTRACTOR: Sergio Ruvalcaba, Tennis Instructor
DATES: September 13, 2004 through April 30, 2005
RATE PER CL: $9.00
MAXIMUM AMT: $648.00
CONTRACT: **2004/2005-073**

APPROVED this 31st. 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

DEPARTMENT ID: 5151003
CLASS: 51030
FUND: 16325
PROJECT: P500025
SPEED CHART: P0203
ACCOUNT: 502214
CONTRACT NO: 2004/2005-061

STATE OF TEXAS)
) **INDEPENDENT CONTRACT FOR PERSONAL SERVICES**
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 Claudia Avila, 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: INSTRUCT Belly Dancing at Multi Purpose

2. **TIME OF PERFORMANCE** The services of Contractor are to be performed beginning 9/1/04 and be completed by 8/31/05.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid a total fee not to exceed a maximum of $936.00. The fee shall be paid at a rate of $9.00 per class/game for a maximum of 104 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: 2004/2005 -061

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: Claudia Avila
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 6 participants, and a maximum of 12 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:

APPROVED AS TO CONTENT:

Guadalupe Cuellar
Deputy City Attorney

Parks & Recreation Director

Program Coordinator

Superintendent

Administrative Analyst

DEPARTMENT ID: 51510032
CLASS: 51030
FUND: 16325
PROJECT: P500325
SPEED CHART: P0203
ACCOUNT: 507214
CONTRACT NO: 2004/2005-062

STATE OF TEXAS)
) **INDEPENDENT CONTRACT FOR PERSONAL SERVICES**
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 Matilde Guillen, 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: INSTRUCT YOGA CLASSES At the Multi-Purpose

2. **TIME OF PERFORMANCE** The services of Contractor are to be performed beginning 9/1/04 and be completed by 8/31/05.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid a total fee not to exceed a maximum of $1638.00. The fee shall be paid at a rate of $15.75 per class/game for a maximum of 104 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: 2004/2005- 062

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: Matilde Guillen
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 6 participants, and a maximum of 14 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

Joe Wardy, Mayor

ATTEST:

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

DEPARTMENT ID: 51510123
CLASS: 51031
FUND: 16313
PROJECT: P500213
SPEED CHART: P0191
ACCOUNT: 502214
CONTRACT NO: 2004/2005-063

STATE OF TEXAS)
) **INDEPENDENT CONTRACT FOR PERSONAL SERVICES**
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 Patricia Chavez, 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: Instruct Aerobic Classes at San Juan Rec.

2. **TIME OF PERFORMANCE** The services of Contractor are to be performed beginning Sept. 1, 2004 and be completed by August 31, 2005

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid a total fee not to exceed a maximum of $2,412.80. The fee shall be paid at a rate of $11.60 per class/game for a maximum of 208 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: 2004/2005-063

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: Patricia Chavez
Address: 9
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 40 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:

Patricia Chavez

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Guadalupe Cuellar
Deputy City Attorney

Parks & Recreation Director

Veronica Reyes
Program Coordinator

Superintendent

Administrative Analyst

DEPARTMENT ID: 5\5\0\23
CLASS: 5\0\3\1
FUND: 1\6\3\3
PROJECT: P5002\3
SPEED CHART: P0\9\1
ACCOUNT: 5092\9
CONTRACT NO: 2004/2005-064

STATE OF TEXAS)
) **INDEPENDENT CONTRACT FOR PERSONAL SERVICES**
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 William Collins, 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: Instruct Karate Classes at San Juan Rec.

2. **TIME OF PERFORMANCE** The services of Contractor are to be performed beginning Sept. 1, 2004 and be completed by August 31, 2005

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid a total fee not to exceed a maximum of $1,003.60. The fee shall be paid at a rate of $9.65 per class/game for a maximum of 104 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: 2004/2005-064

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: William R. Collins
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:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Guadalupe Cuellar
Deputy City Attorney

Parks & Recreation Director

Veronica Mayes
Program Coordinator

Superintendent

Administrative Analyst

DEPARTMENT ID: 51510123
CLASS: 51031
FUND: 16313
PROJECT: P500213
SPEED CHART: P0191
ACCOUNT: 502214
CONTRACT NO: 2004/2005-065

STATE OF TEXAS)
) **INDEPENDENT CONTRACT FOR PERSONAL SERVICES**
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 Jose Luis Guillen, 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: Yoga Instructor at San Juan Rec.

2. **TIME OF PERFORMANCE** The services of Contractor are to be performed beginning Sept. 1, 2004 and be completed by August 31, 2005

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid a total fee not to exceed a maximum of $1,489.28. The fee shall be paid at a rate of $14.32 per class/game for a maximum of 104 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: 2004/2005-065

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: Jose Luis Guillen
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

Joe Wardy, Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

CONTRACTOR:

APPROVED AS TO CONTENT:

Parks & Recreation Director

Program Coordinator

Superintendent

Administrative Analyst

DEPARTMENT ID: 5151\0123
CLASS: 51061
FUND: 16313
PROJECT: P5002\3
SPEED CHART: P0191
ACCOUNT: 502214
CONTRACT NO: 2004/2005-066

STATE OF TEXAS)
) **INDEPENDENT CONTRACT FOR PERSONAL SERVICES**
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 Joe V. Hernandez, 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: Score Keeper for the Men's Basketball League at San Juan.

2. **TIME OF PERFORMANCE** The services of Contractor are to be performed beginning Sept. 1, 2004 and be completed by August 31, 2005

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid a total fee not to exceed a maximum of $1,248.00. The fee shall be paid at a rate of $8.00 per class/game for a maximum of 156 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: 2004/2005-066

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: JOE V. HERNANDEZ
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 4 participants, and a maximum of 8 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:
Joe V. Hernandez

APPROVED AS TO FORM:

_____
Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

_____
Parks & Recreation Director

_____
Program Coordinator

_____
Superintendent

_____
Administrative Analyst

DEPARTMENT ID: 51510123
CLASS: 510161
FUND: 16313
PROJECT: P500213
SPEED CHART: P0191
ACCOUNT: 502214
CONTRACT NO: 2004/2005-067

STATE OF TEXAS)
) **INDEPENDENT CONTRACT FOR PERSONAL SERVICES**
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 Martin Maldonado, 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: Officiate for the Men's Basketball League at San Juan Rec.

2. **TIME OF PERFORMANCE** The services of Contractor are to be performed beginning Sept. 1, 2004 and be completed by August 31, 2005

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid a total fee not to exceed a maximum of 1,456.00. The fee shall be paid at a rate of 14.00 per class/game for a maximum of 104 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.

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: MARTIN MALDONADO
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 N/A participants, and a maximum of N/A 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

Joe Wardy, Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

Parks & Recreation Director

Veronica Myers
Program Coordinator

Superintendent

Administrative Analyst

DEPARTMENT ID: 51510123
CLASS: 51031
FUND: 16313
PROJECT: P500213
SPEED CHART: P0191
ACCOUNT: 502214
CONTRACT NO: 2004/2005-068

STATE OF TEXAS)
) **INDEPENDENT CONTRACT FOR PERSONAL SERVICES**
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 Anita Martell, 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: Aerobics Instructor at San Juan Rec.

2. **TIME OF PERFORMANCE** The services of Contractor are to be performed beginning Sept. 1, 2004 and be completed by August 31, 2005

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid a total fee not to exceed a maximum of $1,643.20. The fee shall be paid at a rate of $7.90 per class/game for a maximum of 208 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: 2004/2005-068

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: Anita Martell
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

_____
Joe Wardy, Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

_____
Guadalupe Cuellar
Deputy City Attorney

CONTRACTOR:
Anita Martell

APPROVED AS TO CONTENT:

_____
Parks & Recreation Director

Veronica Myers
_____
Program Coordinator

_____
Superintendent

_____
Administrative Analyst

DEPARTMENT ID: 51510115
CLASS: 51058
FUND: 16612
PROJECT: P500212
SPEED CHART: P0190
ACCOUNT: 502214
CONTRACT NO: 2004/2005-069

STATE OF TEXAS)
) **INDEPENDENT CONTRACT FOR PERSONAL SERVICES**
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 REBECCA GRADO, 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: MARTIAL ARTS INSTRUCTOR AT PAVO REAL REC. CENTER

2. **TIME OF PERFORMANCE** The services of Contractor are to be performed beginning September 1, 2004 and be completed by AUGUST 31, 2005.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid a total fee not to exceed a maximum of $1100.00. The fee shall be paid at a rate of $10.00 per class/~~game~~ for a maximum of 110 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: 2004/2005-069

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: REBECCA GRADO
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 30 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:
Rebecca Grado 8-17-04

APPROVED AS TO FORM:

_____
Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

_____
Parks & Recreation Director NORMAN G. MERRIFIELD

_____
Program Coordinator

_____
Superintendent

_____
Administrative Analyst

DEPARTMENT ID: 51510115
CLASS: 51058
FUND: 16 312
PROJECT: P500212
SPEED CHART: PD190
ACCOUNT: 502214
CONTRACT NO: 2004/2005-070

STATE OF TEXAS)
) **INDEPENDENT CONTRACT FOR PERSONAL SERVICES**
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 Maria G. Rocha, 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: Ballet Folklorico Instructor at Paso Real Rec. Ctr.

2. **TIME OF PERFORMANCE** The services of Contractor are to be performed beginning September 1, 2004 and be completed by August 31, 2005.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid a total fee not to exceed a maximum of $1320.00. The fee shall be paid at a rate of $12.00 per class/~~game~~ for a maximum of 110 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: 2004/2005-070

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: Maria G. Rocha
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 8 participants, and a maximum of 30 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:

Maria G. Rocha 8/16/04

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

Parks & Recreation Director NORMAN C. MERRIFIELD

Program Coordinator

Superintendent

Administrative Analyst

DEPARTMENT ID: 51510115
CLASS: 51058
FUND: 16312
PROJECT: P500212
SPEED CHART: P0190
ACCOUNT: 502214
CONTRACT NO: 2004/2005-071

STATE OF TEXAS)
) **INDEPENDENT CONTRACT FOR PERSONAL SERVICES**
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 Irma Romero, 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: Fitness Instructor at Proud Real Rec. Center

2. **TIME OF PERFORMANCE** The services of Contractor are to be performed beginning September 1, 2004 and be completed by August 31, 2005.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid a total fee not to exceed a maximum of $4920.00. The fee shall be paid at a rate of 12.00 per class/~~game~~ for a maximum of 410 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: 2004/2005-071

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: Irma Romero
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 30 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:

Irma Romero

APPROVED AS TO FORM:

_____
Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

_____
Parks & Recreation Director NORMAN C. MERRIFIELD

_____
Program Coordinator

_____
Superintendent

_____
Administrative Analyst

DEPARTMENT ID: 51150056
CLASS: 51040
FUND: 10040
PROJECT: 7130CD0003
SPEED CHART:
ACCOUNT: 502215
CONTRACT NO: 2004/2005-072

STATE OF TEXAS)
) **INDEPENDENT CONTRACT FOR PERSONAL SERVICES**
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 Norma Ponce-Gomez 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: Fine Arts Instructor for The Neighborhood Youth Outreach Program

2. **TIME OF PERFORMANCE** The services of Contractor are to be performed beginning September 13, 2004 and be completed by December 31, 2004

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid a total fee not to exceed a maximum of 1,000.00. The fee shall be paid at a rate of 20.00 per class/game for a maximum of 50 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: 2004/2005-072

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: Norma Ponce-Gomez
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 50 participants, and a maximum of 20 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:

x Norma Ponce-Gomez

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Guadalupe Cuellar
Deputy City Attorney

Parks & Recreation Director

Program Coordinator

Superintendent

Administrative Analyst

DEPARTMENT ID: 51511089
CLASS: 51040
FUND: 16329
PROJECT: PS00229
SPEED CHART: P0207
ACCOUNT: 502214
CONTRACT NO: 2004/2005-073

STATE OF TEXAS)
) **INDEPENDENT CONTRACT FOR PERSONAL SERVICES**
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 Sergio Ruvalcaba, 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: Tennis Instructor for Neighborhood Youth Outreach Program

2. **TIME OF PERFORMANCE** The services of Contractor are to be performed beginning Sept. 13, 2004 and be completed by April 30, 2005.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid a total fee not to exceed a maximum of 648.00. The fee shall be paid at a rate of 9.00 per class/game for a maximum of 72 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: 2004/2005-073

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: Sergio Ruvalcaba
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 20 participants, and a maximum of 50 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:

APPROVED AS TO CONTENT:

Guadalupe Cuellar
Deputy City Attorney

Parks & Recreation Director

Program Coordinator

Superintendent

Administrative Analyst