

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

Veerinder Tancja

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

WHEREAS, on August, 2023, the City and Independent Contractor entered into an Independent Contractor Agreement on behalf of the Department of Public Health for the Pharmacist position; and

WHEREAS, the Agreement may be amended under the provision of Section 4 of the Agreement; and

WHEREAS, both parties are pleased with the services provided, and now wish to update language within the agreement which includes amending the duration of the agreement, the compensation, the termination clause, the indemnification language, and adding a contingency clause.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the City Manager, be authorized to sign a First Amendment to the Independent Contractor Agreement (the “Agreement”) between the City of El Paso, Texas (“City of El Paso”) and Pablo Marrero-Nunez for the latter to provide services as a Pharmacist to the City of El Paso, for a yearly amount not to exceed \$40,000 through August 31, 2026, with the City Manager being authorized to administratively extend the Agreement for an additional one year period from September 1, 2026 through August 31, 2027.

ADOPTED this _____ day of August, 2025.

THE CITY OF EL PASO:

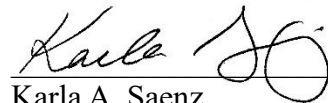
Renard U. Johnson, Mayor

(Signatures continue on following page)

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Karla A. Saenz
Assistant City Attorney

APPROVED AS TO CONTENT:



Veerinder Taneja, Director
Public Health Department

STATE OF TEXAS)
)
COUNTY OF EL PASO)

**FIRST AMENDMENT TO
INDEPENDENT CONTRACTOR AGREEMENT**

This First Amendment is entered into by and between the CITY OF EL PASO, a home rule municipal corporation, hereinafter referred to as "City," and Pablo Marrero-Nunez, hereinafter referred to as "Independent Contractor."

WHEREAS, on August, 2023, the City and Independent Contractor entered into an Independent Contractor Agreement on behalf of the Department of Public Health for the Pharmacist position; and

WHEREAS, the Agreement may be amended under the provision of Section 4 of the Agreement; and

WHEREAS, both parties are pleased with the services provided, and now wish to amend language within the agreement which includes the duration of the agreement, the compensation to clearly state services will not to exceed \$40,000 per year, updating the termination clause, updating the indemnification language within the agreement, and adding a contingency clause.

NOW THEREFORE, in consideration of the mutual promises set forth in this First Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Section 2 of the Agreement is amended to the following:
2. TIME OF PERFORMANCE. The services of Contractor are to take place September 1, 2023 through August 31, 2026, with the City Manager being authorized to administratively extend the Agreement for a one (1) year period without the need to seek Council approval, by giving written notice to the Contractor no less than thirty (30) days prior to the date upon which the Agreement would otherwise terminate. Written notice shall be provided as set forth in this contract.

2. Section 3 of the Agreement is amended as following:

3. COMPENSATION AND METHOD OF PAYMENT. The Contractor shall be paid at an hourly rate of One Hundred and No/100 Dollars (\$100.00) and not to exceed One Hundred and No/100 Dollars (\$100.00). The total yearly compensation amount shall not exceed FORTY-THOUSAND DOLLARS (\$40,000). The Contractor shall use the attached invoice, Attachment "B", for invoicing. Such invoice shall be submitted on a bi-weekly basis. The City agrees to pay amounts due hereunder within 30 days of receipt of invoice.

The City will provide no fringe benefits.

Contractor understands that as an independent contractor, taxes will not be withheld from the Contractor's payment, and consequently Contractor assumes all liability for payment of taxes on his earnings. Contractor 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.

3. Section 9 of the Agreement is amended as following:

9. TERMINATION. The City retains the right to terminate this Agreement at any time prior to the completion of the services required pursuant to this Agreement without penalty to City. In that event, notice of termination of this Agreement shall be in writing to Contractor, who shall be paid for those services performed prior to the date of its receipt of the notice of termination. In no case, however, will City pay Contractor an amount in excess of the total sum provided by this Agreement. It is hereby understood by and between the City and Contractor that any payment made herein to Contractor shall be made only if said Contractor is not in default under the terms of this Agreement. If Contractor is in default, the City shall first deliver written notice of such default to Contractor. Contractor shall have a period of thirty (30) days within which to cure such default or if such cure cannot be completed within such period, Contractor shall have a reasonable period within which to commence and complete such cure before Contractor is determined to be in default. Contractor may terminate this agreement, without cause, within thirty (30) days prior written notice.

4. Add Section 12 of the Agreement as follows:

12. CONTINGENCY CLAUSE. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and for change in regulations. In such event, Contractor shall be entitled to terminate this Agreement immediately upon written notice to the City.

5. Add Section 13 of the Agreement as follows:

13. INDEMNIFICATION. As a condition of the granting of this Agreement, the Contractor will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT AND/OR CONTRACTOR'S SERVICES AS MEDICAL DIRECTOR ONLY TO THE EXTENT COVERED BY CONTRACTOR'S PROFESSIONAL LIABILITY INSURANCE POLICY. Without modifying the Contractor's obligation to preserve and assert any defense available to the City, the City will promptly forward to the Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. The Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. The City, at its election will have the right to participate in any such negotiations or legal proceedings to

the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause.

6. Except as herein amended, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement in El Paso Texas on this ____ day of August, 2025.

CITY OF EL PASO, TEXAS

Dionne Mack
City Manager

APPROVED AS TO FORM:

Karla A. Saenz
Assistant City Attorney

APPROVED AS TO CONTENT:

Veerinder Taneja
Veerinder Taneja, Director
Public Health Department

CONTRACTOR

Pablo Marrero-Nunez