RESOLUTION

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

That the City Council declares that the expenditure of District 8 discretionary funds in an amount not to exceed $2,100.00 to pay towards the costs of organizing and holding the Segundo Barrio Community Dance by the Southside Neighborhood Association which fosters community pride, encourages civic engagement and celebrates the heritage and culture of one of the oldest neighborhoods in El Paso's history, and constitutes an important municipal purpose or benefit to the City and citizens of El Paso; and

That the City Attorney be authorized to negotiate and the City Manager be authorized to sign an appropriate contract to ensure that the funds are properly expended for the municipal purpose.

Dated this ____ day of August 2012.

CITY OF EL PASO

_____
John F. Cook, Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Laura Prendergast Gordon

_____
Laura Prendergast Gordon
Deputy City Attorney

12-1019-037/131263/Reso
Segundo Barrio Community Dance 2012

STATE OF TEXAS)
)
COUNTY OF EL PASO)

AGREEMENT

This Agreement is entered into by and between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the "City," and Osvaldo Velez ("Contractor").

WITNESSETH

WHEREAS, Contractor is planning to present the Segundo Barrio Community Dance, a community event that will be held on September 15, 2012 ("Event");

WHEREAS, the Segundo Barrio Community Dance is an event that will provide entertainment to citizens in El Paso, and is the type of event that will foster community pride, encourage civic engagement and celebrate the heritage and culture of one of the oldest neighborhoods in El Paso's history;

WHEREAS, Contractor has inadequate funding available to fully pay the costs of marketing and holding the Event;

WHEREAS, the City Council finds that participation in this Event serves a municipal purpose and that the Council has found that the provision of funding to be used for the holding of this annual Event, helps to foster community price, encourage civic engagement and to celebrate the heritage and culture of one of the oldest neighborhoods in El Paso's history which constitutes an important municipal purpose or benefit to the City and citizens of El Paso for which the City is willing to expend the funds designated in this Agreement; and

WHEREAS, this Agreement provides for funding and payment for costs related the holding of this Event and the costs and expenses covered pursuant to this Agreement are not addressed or covered by any other agreement between the contractor and the City.

NOW, THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, the parties hereto do mutually agree as follows:

1. **DURATION AND SCOPE.** Contractor agrees that in conjunction with the presentation of the Segundo Barrio Community Dance ("Event"), Contractor shall utilize the funding provided under this Agreement for purposes of the Event to benefit the citizens of El Paso and to persons in areas located near El Paso. In promoting the Event, from the effective date of this Agreement through September 15, 2012, Contractor shall recognize that the City of El Paso has contributed funding for the Event.

2. **CONSIDERATION.** The City shall provide monetary support in the total amount of $2,100.00 to Contractor available from the discretionary funds from City Council Representative District 8, to be used towards the holding of the Event. Such funds shall be paid by the City to the Contractor within ten (10) days after completion of the Event provided that Contractor provide reasonable proof of the expenditure of such amounts in the form of receipts, purchase orders or other documents which reflect payments equal to the sum requested.

In the event that Contractor does not hold the Event or the event is cancelled, the City shall have no obligation to make any payments under this agreement.

3. **LEGAL RELATIONSHIP.** Nothing in this Agreement shall be construed as creating a legal relationship of co-sponsorship of the Event by the City or responsibility for the Contractor and any organization involved in the presentation of the Event. Contractor is an independent contractor, and nothing herein shall be construed as creating the relationship of employer and employee or principal and agent between the parties.

4. **INDEMNIFICATION. As a condition of the granting of this Agreement, CONTRACTOR AGREES TO IDENMIFY, DEFEND AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FROM 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 OR THE EVENT. Without modifying the conditions precedent for preserving defenses, asserting claims or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor every demand, note, summons or other process received by the City in any claim or legal proceeding contemplated herein. 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 Contractor may deem expedient; and 3) defend or case 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. Contractor will pay all judgments in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. 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 Contractor's property from any cause.**

5. **SAFETY.** Contractor shall comply with all applicable laws, ordinances and regulations.

6. **DISCRIMINATION.** Contractor, its officers, agents, servants, employees, volunteers and third parties will not discriminate on account of race, color, religion, sex or national origin, nor will it permit or allow any discrimination in the work done pursuant to this Agreement.

7. **NON-RELIGIOUS ACTIVITIES.** Contractor will conduct the Event, insofar as it may involve the City of El Paso, in a manner that is exclusively non-religious in nature and scope; there will be no religious services, proselytizing, instruction, or any other religious influences in connection with the group insofar as it may involve the City of El Paso. Contractor shall not represent that the City of El Paso is in support of or in favor of any religious services, proselytizing, instruction, or any other religious influences.

8. **HANDICAPPED ACCESSIBILITY STANDARDS.** Contractor agrees that in the performance of this Agreement, it will comply with the Americans with Disabilities Act ("ADA"), as may be required by law. Contractor, if required, must file the Assurance required under City Ordinance 9779, prohibiting discrimination against disabled persons.

9. **COMPLIANCE WITH LAWS.** Contractor shall comply with all applicable federal, state and local laws and regulations; all City ordinances and all codes and regulations. Failure to do so in a manner which materially impairs the quality of performance hereunder or affects the administration of the funds provided hereunder shall constitute a material breach of this Agreement.

10. **TERMINATION.** Either party may terminate this Agreement by sending written notice to the other if the other is in default in a matter of serious importance to the aggrieved party. In the event that this Agreement is terminated prior to the holding of the Event, the City shall be excused from making any payments pursuant to this agreement.

11. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

12. **NOTICES.** All notices and communications under this Agreement shall be either hand-delivered or mailed, postage prepaid in the United States Postal Services, to the respective parties at the respective addresses shown below, unless and until either party is otherwise notified in writing:

CITY:	City Manager City of El Paso 2 Civic Center Plaza El Paso, Texas 79901-1196
With a copy to	Cortney Niland City Representative 2 Civic Center Plaza El Paso, Texas 79901-1196
CONTRACTOR:	Osvaldo Velez

President, Southside Neighborhood Association
Segundo Barrio Community Dance
515 South Campbell
El Paso, Texas 79901

13. **ENTIRE AGREEMENT.** This Agreement constitutes and expresses the entire agreement of the parties hereto in reference to any of the matters herein provided for or herein discussed or mentioned in reference to the providing of such services, all promises, representatives, and understandings relative hereto being herein merged.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the _____ day of _____, 2012.

THE CITY OF EL PASO

_____
Joyce Wilson
City Manager

APPROVED AS TO FORM:

_____
Laura Prendergast Gordon
Deputy City Attorney

CONTRACTOR:
Osvaldo Velez,
President, Southside Neighborhood Association
Segundo Barrio Community Dance

_____
Printed Name: _____
Title: _____