CITY OF EL PASO, TEXAS
DEPARTMENT HEAD'S SUMMARY REQUEST FOR COUNCIL ACTION (RCA)

DEPARTMENT: **DEVELOPMENT SERVICES**

CITY CLERK DEPT.

AGENDA DATE: **SEPTEMBER 25, 2007**

07 SEP 17 AM 11:28

CONTACT PERSON/PHONE: **R. ALAN SHUBERT, DEVELOPMENT SERVICES, (915) 541-4557**

DISTRICT(S) AFFECTED: **ALL**

SUBJECT:

Discussion and action on submitted parade applications for the City's Fiscal Year 2008 and a determination on which events the City will support at no cost or at a reduced cost to the applicant pursuant to Municipal Code Section 13.36.050, F., Costs and Fees.

A. El Paso Sun City Pride Parade

A resolution that the City Manager be authorized to execute an agreement between the City of El Paso and the Parents, Families and Friends of Lesbians and Gays (PFLAG) for the El Paso Sun City Pride Parade 2008 on June 7, 2008, which constitutes an important public purpose of benefit to the City and citizens of El Paso; and under the terms of which agreement the City will provide the necessary funds to cover the costs of the on-duty police traffic-control assistance, not to exceed thirty-nine (39) on-duty police officers and thirty-nine (39) vehicles for the parade.

B. Sexual Trauma & Assault Response Services, Inc.

A resolution that the City Manager be authorized to execute an agreement between the City of El Paso and the Sexual Trauma & Assault Response Services, Inc. for the Carly Martinez Race for Awareness on November 10, 2007, which constitutes an important public purpose of benefit to the City and citizens of El Paso; and under the terms of which agreement the City will provide the necessary funds to cover the costs of the on-duty police traffic-control assistance, not to exceed thirteen (13) on-duty police officers and thirteen (13) vehicles for the parade.

C. Del Norte Lions Club

A resolution that the City Manager be authorized to execute an agreement between the City of El Paso and the Del Norte Lions Club for the 4th of July Parade on July 4, 2008, which constitutes an important public purpose of benefit to the City and citizens of El Paso; and under the terms of which agreement the City will provide the necessary funds to cover the costs of the on-duty police traffic-control assistance, not to exceed twenty-three (23) on-duty police officers and twenty-three (23) vehicles for the parade.

D. International Aids Empowerment

A resolution that the City Manager be authorized to execute an agreement between the City of El Paso and the International Aids Empowerment for the International Aids Empowerment Foot Race/Walk on October 27, 2007, which constitutes an important public purpose of benefit to the City and citizens of El Paso; and under the terms of which agreement the City will provide the necessary funds to cover the costs of the on-duty police traffic-control assistance, not to exceed ten (10) on-duty police officers and ten (10) vehicles for the parade.

E. Transmountain Challenge Race Adventures/El Paso Times Services Fund

A resolution that the City Manager be authorized to execute an agreement between the City of El Paso and the Transmountain Challenge Race Adventures/El Paso Times Services Fund for the Transmountain Challenge 2008 on March 16, 2008, which constitutes an important public purpose of benefit to the City and citizens of El Paso; and under the terms of which agreement the City will provide the necessary funds to cover the costs of the on-duty police traffic-control assistance, not to exceed twelve (12) on-duty police officers and twelve (12) vehicles for the parade.

BACKGROUND / DISCUSSION:

Applicants can obtain co-sponsorship from the City under Section 13.36.050 for parades which have a recognized public purpose.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

El Paso Police Department – General Fund Budget. No line items identified for these parades.

BOARD / COMMISSION ACTION:

N/A

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

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: _____
R. Alan Shubert, Development Services Director

OTHER: _____
(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

CITY CLERK DEPT.
07 SEP 17 AM 11:29

RESOLUTION

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

THAT the City Manager be authorized to execute an agreement between the City of El Paso and the Del Norte Lions Club for the 4th of July Parade on July 4, 2008, which constitutes an important public purpose of benefit to the City and citizens of El Paso; and under the terms of which agreement the City will provide the necessary funds to cover the costs of the on-duty police traffic-control assistance, not to exceed twenty-three (23) on-duty police officers and twenty-three (23) vehicles for the parade.

PASSED AND APPROVED this _____ day of _____, 2007.

CITY OF EL PASO

_____
John F. Cook
Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

_____
Ernesto Rodriguez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
R. Alan Shubert, P.E., C.B.O., Director
Development Services Department

CITY CLERK DEPT.
07SEP 17 AM11:30

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 (the "City,") and Del Norte Lions Club ("Contractor").

WITNESSETH:

WHEREAS, Contractor is a sponsor of a parade to be held on July 4, 2008, hereinafter referred to as the "Event";

WHEREAS, Contractor has applied for a parade permit pursuant to Chapter 13.32 of the El Paso City Code to hold the Event, in part, on the streets of the City of El Paso;

WHEREAS, the City estimates that a total of twenty-three (23) officers and twenty-three (23) vehicles will be needed to provide adequate traffic control assistance in accordance with Chapter 13.32 of the City Code; and

WHEREAS, the City Council finds that the promotion and conducting of the Event will benefit the children of El Paso and, as such, constitutes an important public purpose of benefit to the City and citizens of El Paso for which the City is willing to expend the funds designated in this Agreement to pay for the costs of police traffic control assistance for the Event;

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 to conduct its Event and assist in the promotion of goodwill on July 4, 2008, in accordance with any permit issued to it by the City. The City anticipates that a total of twenty-three (23) officers and twenty-three (23) vehicles will be needed to provide adequate traffic control assistance in the manner determined by the El Paso Police Department in accordance with Chapter 13.32 of the El Paso Municipal Code.

2. **CONSIDERATION**. The City shall credit the following amount in the following manner as full consideration under this Agreement:

   The City shall provide the necessary funds to cover the costs of the on-duty police traffic-control assistance, not to exceed twenty-three (23) on-duty police officers and twenty-three (23) vehicles. Such funds shall be provided only as a credit to Contractor for the payment of the traffic-control fees, which are required by and set forth in Chapter 13.32 of the Municipal Code.

CITY CLERK DEPT.
07 SEP 17 AM 11:30

3. **LEGAL RELATIONSHIP**. The City of El Paso may be considered a co-sponsor of the Event only to the extent of assisting Contractor with the payment of the fees required for the necessary police traffic-control assistance. Otherwise, nothing in this Agreement shall be construed as creating a legal relationship of co-sponsorship or responsibility for the promotion, conducting, or operation of the Event on the part of the City. 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. **RELEASE AND INDEMNIFICATION**. CONTRACTOR HEREBY RELEASES AND FOREVER DISCHARGES THE CITY FROM ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS OR CAUSES OF ACTION, WHETHER ON ACCOUNT OF PERSONAL INJURY, DEATH OR DAMAGE TO PROPERTY, RESULTING OR TO RESULT FROM THE CONDUCTING OF THE EVENT. CONTRACTOR FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY FROM ANY SUCH CLAIMS, CAUSES OF ACTION OR DEMANDS, INCLUDING SUBROGATION, NOW OR IN THE FUTURE DUE TO THE CONDUCTING OF OR PARTICIPATION BY PERSONS IN THE EVENT, INCLUDING, BUT NOT LIMITED TO, CLAIMS, DEMANDS, DAMAGES, ACTIONS OR CAUSES OF ACTION FROM OR BY ANY PARTICIPANT, SPECTATOR, SPONSOR, VOLUNTEER OR PAID WORKER OR PASSERBY.

5. **EQUIPMENT**. All equipment used by Contractor shall be maintained in satisfactory working condition. Equipment used shall not be used in any manner that may cause injury to any persons or to the property of the City or third parties.

6. **SAFETY**. Contractor shall comply with all applicable laws, ordinances and regulations and shall encourage its participants in the Event to comply with all applicable laws, ordinances and regulations. Contractor shall exercise every precaution for the safety of public and private property and persons.

7. **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.

8. **NON-RELIGIOUS ACTIVITIES**. Contractor will conduct its 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 Event insofar as it may involve the City of El Paso. There will be no religious discrimination in terms of employment or benefits provided in the conducting of the Event 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 in connection with the Event.

9. **HANDICAPPED ACCESSIBILITY STANDARDS**. Contractor agrees, that in the performance of this Agreement, that it will comply with the Americans with Disabilities Act

CITY CLERK DEPT.
07 SEP 7 AM 11:30

("ADA"), as may be required by law. Contractor, if required, must file the Assurance required under City Ordinance 9779, prohibiting discrimination against disabled persons.

10. **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 any 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.

11. **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. Termination shall be without prejudice to any obligation by one party to the other which shall have accrued and be owing prior thereto.

12. **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.

13. **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

CONTRACTOR: Del Norte Lions Club
Attn: Gloria Diaz
8117 Violet Way
El Paso, TX 79925

14. **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 executed this Agreement on the _____ day of _____, 2007.

(Signatures appear on the following page.)

CITY CLERK DEPT.
07 SEP 17 AM 11:30

STATE OF TEXAS)
)
COUNTY OF EL PASO)

AGREEMENT

Signature Page

CITY OF EL PASO

Joyce A. Wilson
City Manager

APPROVED AS TO FORM:

Ernesto Rodriguez
Assistant City Attorney

APPROVED AS TO CONTENT:

R. Alan Shubert, P.E., Interim Director
Development Services Department

CONTRACTOR: Del Norte Lions Club

By: Gloria Diaz
Title: Del Norte Lions Club
Name printed: Gloria Diaz

CITY CLERK DEPT.
07 SEP 17 AM 11:30