

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

DEPARTMENT: City Manager's Office

AGENDA DATE: October 2, 2012

CONTACT PERSON NAME AND PHONE NUMBER: Leila Melendez, City Manager's Office, 541-4859

DISTRICT(S) AFFECTED: All

SUBJECT:

That the City Manager be authorized to sign an agreement with NO D.U.I. EL PASO to provide funding to offset the costs incurred in providing designated driver service trips to individuals from establishments within El Paso city limits in an effort to reduce alcohol-related accidents for a term of one (1) year beginning October 2, 2012.

BACKGROUND / DISCUSSION:

On July 26, 2014, the City Council discussed entering into a contract with NO D.U.I. EL PASO to provide designated driver services trips at a flat rate amount. The total amount of the contract is \$4,100 made up of City Council discretionary fund contributions of \$1,000 from District 1, \$100 from District 3, \$1000 from District 5, \$1,000 from District 7 and \$1,000 from District 8.

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

Discretionary Fund Accounts:

Dist 1 Dept ID: 10000	\$1,000
Dist 3 Dept ID: 10020	\$100
Dist 5 Dept ID: 10040	\$1,000
Dist 7 Dept ID: 10060	\$1,000
Dist 8 Dept ID: 10070	\$1,000

BOARD / COMMISSION ACTION

Not applicable

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

DEPARTMENT HEAD:

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

Information copy to appropriate Deputy City Manager

City Development Department
Two Civic Center Plaza – 5th Floor · El Paso, Texas 79901
Phone (915) 541-4622 · Fax (915) 541-4799

RESOLUTION

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

That the City Manager be authorized to sign an agreement by and between the CITY OF EL PASO and NO D.U.I. EL PASO to provide funding to offset the costs incurred in providing designated driver service trips to individuals from establishments within the El Paso City limits in an effort to reduce alcohol-related accidents for a term of one (1) year beginning on October 2, 2012 to October 1, 2013.

ADOPTED this _____ day of _____, 2012.

CITY OF EL PASO:

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Sol M. Cortez
Assistant City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

AGREEMENT

This Agreement is entered into this ____ day of _____, 2012, by and between The **CITY OF EL PASO, TEXAS**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the "City," and **NO D.U.I. EL PASO**, a Texas nonprofit corporation, hereinafter referred to as "Contractor."

RECITALS

WHEREAS, the City is interested in offsetting costs of providing designated driver service trips by Contractor that originate within El Paso city limits, which will thereby serve as a crime prevention activity by reducing alcohol-related traffic accidents in El Paso and allowing the city to direct its resources toward other law enforcement activity; and

WHEREAS, providing funding to the Contractor for the crime prevention activity constitutes an important public 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.

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 its crime prevention activities, Contractor will utilize the funding provided under this Agreement solely for the purposes of offsetting the costs incurred in providing designated driver services trips to individuals from establishments located within the El Paso city limits in an effort to reduce alcohol-related traffic accidents in El Paso, Texas.

2. CONSIDERATION. The City shall provide monetary support to Contractor in an amount not to exceed \$4,100.00 (being a maximum amount of \$1,000 from City Council Representative District No. 8; a maximum amount of \$1,000 from City Council Representative District No. 7; a maximum amount of \$1,000 from City Council Representative District No. 5; a maximum amount of \$100 from City Council Representative District No. 3; and a maximum amount of \$1,000 from City Council Representative District No. 1) from available discretionary funds for City Council Representative District Nos. 1, 3, 5, 7, and 8 to be used to reimburse the activities performed in conjunction with the scope of work described in paragraph 1 above. Specifically, the City shall reimburse the Contractor on a monthly basis at a flat rate of \$35.00 per each verifiable designated driver trip, for a reimbursement amount not to exceed the total aggregate expenditure of \$4,100.00. All reimbursement requests shall be accompanied by the verification form attached as Exhibit A and must be submitted to Leila Melendez, Assistant to the City Manager or her designee for consideration for payment. All reimbursement requests must be submitted no later than thirty (30) days prior to the expiration of this Agreement.

3. TERM. This Agreement shall become effective on the date first written above (the "effective date") and shall terminate one year thereafter, unless sooner terminated as hereinafter provided.

4. **LEGAL RELATIONSHIP.** Nothing in this Agreement shall be construed as creating a legal relationship of co-sponsorship or responsibility for the Contractor and any organization involved in conducting the project. 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.

5. **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.

6. **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.

7. **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.

8. **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's Office
City of El Paso
2 Civic Center Plaza, 9th Floor
El Paso, TX 79901-1196
Attn: Leila Melendez

With a copy to Carmen Arrieta-Candelaria
Chief Financial Officer
2 Civic Center Plaza, 7th Floor
El Paso, TX 79901-1196

CONTRACTOR: No D.U.I. El Paso
6020 Sorrel Drive
El Paso, Texas 79932
Attn: Tyler D. Rouse, President

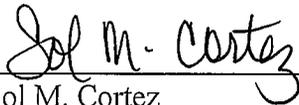
8. **ENTIRE AGREEMENT.** This Agreement constitutes and expresses the entire agreement of the parties hereto in reference to any of the matters herein provided for or herein discussed or mentioned in reference to the providing of such services, all promises, representatives, and understandings relative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

[Signatures Continue on Following Page]

THE CITY OF EL PASO

Joyce Wilson
City Manager

APPROVED AS TO FORM:



Sol M. Cortez
Assistant City Attorney

CONTRACTOR:

NO D.U.I. EL PASO,
Texas non-profit corporation

Tyler D. Rouse, President

EXHIBIT A

VERIFICATION FORM

(to be filled out and submitted with each Reimbursement Request- multiple copies as necessary)

1. Designated Driver Service Trips provided since last Reimbursement Request:

_____ [INSERT NUMBER], covering the period from _____ to _____
[INSERT (MM/DD/YY) – (MM/DD/YY)]

2. Total Designated Driver Service Trips to date: _____
[INSERT TOTAL NUMBER OF TRIPS CUMULATIVE]

3. For verification purposes only, the City may contact the following volunteer drivers to verify the service trips provided for the period noted above:

Trip No. ___ [INSERT NUMBER] Date: _____
Driver Volunteer: _____ [INSERT NAME (printed)]
Phone number: (____) _____. The volunteer driver will be contacted only to confirm that a service trip occurred on the identified date.

Trip No. ___ [INSERT NUMBER] Date: _____
Driver Volunteer: _____ [INSERT NAME (printed)]
Phone number: (____) _____. The volunteer driver will be contacted only to confirm that a service trip occurred on the identified date.

Trip No. ___ [INSERT NUMBER] Date: _____
Driver Volunteer: _____ [INSERT NAME (printed)]
Phone number: (____) _____. The volunteer driver will be contacted only to confirm that a service trip occurred on the identified date.

Trip No. ___ [INSERT NUMBER] Date: _____
Driver Volunteer: _____ [INSERT NAME (printed)]
Phone number: (____) _____. The volunteer driver will be contacted only to confirm that a service trip occurred on the identified date.

Trip No. ___ [INSERT NUMBER] Date: _____
Driver Volunteer: _____ [INSERT NAME (printed)]
Phone number: (____) _____. The volunteer driver will be contacted only to confirm that a service trip occurred on the identified date.

Trip No. ___ [INSERT NUMBER] Date: _____
Driver Volunteer: _____ [INSERT NAME (printed)]
Phone number: (____) _____. The volunteer driver will be contacted only to confirm that a service trip occurred on the identified date.