Agenda Item Form

Agenda Date: 10/26/04

Districts Affected: 8

Dept. Head/Contact Information: R. Alan Shubert, Building Permits & Inspections

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: _____

Legal:

☒ Legal Review Required Attorney Assigned (please scroll down): John Nance ☒ Approved ☐ Denied

Timeline Priority: ☒ High ☐ Medium ☐ Low # of days:_____

Why is this item necessary:

To authorize co-sponsorship agreement for city support of the Veteran's Day parade, as an event serving a public purpose of benefit to the city and the citizens of El Paso.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

The applicant's share of traffic control expenses for the event.

Statutory or Citizen Concerns:

None

Departmental Concerns:

None

BUILDING PERMITS & INSPECTIONS
Memorandum

TO: Mayor Joe Wardy and City Council Representatives

FROM: R. Alan Shubert, P.E., Building Permits & Inspections

COPIES TO: John F. Nance, Assistant City Attorney
Lisa Elizondo, City Attorney
Joyce A. Wilson, City Manager

SUBJECT: **Regular Item for October 26th, Council Agenda**

DATE: October 20, 2004

ITEM: _____

The following Resolution will be on the Regular Agenda for the October 26th, City Council Meeting:

> THAT the Mayor be authorized to execute an agreement between the City of El Paso and United American Veterans Organization for the Veterans' Day Parade on November 6, 2004, which constitutes an important public purpose of benefit to the City and citizens of El Paso. The Agreement provides that the City will make available the necessary funds to cover the costs of the on-duty police traffic control assistance, not to exceed thirty (30) on-duty police officers and thirty (30) vehicles for the parade.

The proposed agreement is related to the following application for a parade permit that will also appear on the Agenda for October 26th:

> United American Veterans Organization to hold a Veteran's Day parade on November 6, 2004 from 10:00 a.m. to 1:00 p.m. Route: Start at Myrtle and Florence, proceed west to Kansas, and turn left on Kansas to Overland, turn right on Overland to El Paso, turn right on El Paso to Mills St., turn right on Mills St. to Kansas St., turn right on Kansas St. to Texas, turn left on Texas to Florence and disband. The reviewing stand will be on the south side of San Jacinto Plaza on Mills St. Staging areas to be used: Florence, Ochoa, Virginia, St. Vrain, and one block on east side of Myrtle. Approximately 1,300 persons, 100 vehicles will take part and 4,000-5,000 spectators are anticipated. This request includes permission to use amplification (KBNA-1 microphone and amplifier across reviewing stand). Request waiver of fees for the necessary police traffic assistance. Signed affidavit submitted. **(District 8)** [Ka Davis]

A copy of the Resolution and Co-Sponsorship agreement are attached for your information.

This agreement provides the necessary funds to cover the costs of the traffic-control assistance, not to exceed thirty (30) on-duty police officers and thirty (30) vehicles for the parade.

Should you need additional information, please call R. Alan Shubert, P.E., Building Permits & Inspections Director at (915) 541-4557.

Attachment

RESOLUTION

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

THAT the Mayor be authorized to execute an agreement between the City of El Paso and United American Veterans Organization for the Veterans' Day Parade on November 6, 2004, which constitutes an important public purpose of benefit to the City and citizens of El Paso. The Agreement provides that the City will make available the necessary funds to cover the costs of the on-duty police traffic control assistance, not to exceed thirty (30) on-duty police officers and thirty (30) vehicles for the parade.

ADOPTED this 26th day of October, 2004.

THE CITY OF EL PASO

Joe Wardy, Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

R. Alan Shubert, P.E., Director
Building Permits & Inspections Department

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 the United American Veterans Organization, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, Contractor is a sponsor of a Veterans' Day Parade to be held on November 6, 2004, hereinafter referred to as the "Event";

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

WHEREAS, the City estimates that a total of thirty (30) officers and thirty (30) vehicles will be needed to provide adequate traffic control assistance in accordance with Chapter 13.32 of the Municipal Code; and

WHEREAS, the City Council finds that the promotion and conducting of the Event will allow the citizens of El Paso to recognize the veterans of the U.S. armed services within the community and to demonstrate appreciation for and solidarity with such veterans 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 good-will on November 6, 2004, in accordance with any permit issued to it by the City. The City anticipates that a total of thirty (30) officers and thirty (30) 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 thirty (30) on-duty police officers and thirty (30) 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.

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

("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: Mayor
City of El Paso
2 Civic Center Plaza
El Paso, Texas 79901-1196

CONTRACTOR: United American Veterans Organization
c/o Karen F. Davis
9861 Titan Street
El Paso, Texas 79924-4954

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 26th day of October, 2004.

(Signatures appear on the following page.)

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

UNITED AMERICAN VETERANS ORGANIZATION

By: Karen F. Davis
Name (printed): KAREN F. DAVIS
Title: President

APPROVED AS TO FORM:

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

R. Alan Shubert, P.E., Director
Building Permits & Inspections Department