

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
AGENDA SUMMARY FORM**

**DEPARTMENT:** MAYOR AND COUNCIL

**AGENDA DATE:** December 7, 2021

**CONTACT PERSON NAME AND PHONE NUMBER:**

City Representative Aleksandra Annello, 915-212-0002

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** (Goal 4 - Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments)

**SUBJECT:**

**APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.**

Discussion and action that the City of El Paso accepts the donation of funds of \$4,446.42 from the Ann Richards Legacy Project to pay for commemorative and inspirational banners throughout downtown El Paso.

**BACKGROUND / DISCUSSION:**

**Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?**

This resolution allows the City of El Paso to accept funds reimbursing City Council District 2 to initially pay for the Ann Richards Legacy Project Downtown Banners.

**PRIOR COUNCIL ACTION:**

Has the Council previously considered this item or a closely related one?

Yes, On November 9, 2021, City Council approved District 2 Discretionary funds to initially pay for the banners.

**AMOUNT AND SOURCE OF FUNDING:**

**How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?**

The banners were originally funded with District 2 discretionary funds. This is a reimbursement of those funds authorized by the November 9, 2021 resolution.

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

THE STATE OF TEXAS  
CITY OF EL PASO

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**DISCRETIONARY FUNDS  
DONATION AGREEMENT**

This Donation Agreement (“Agreement”), made this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (the “Effective Date”) between the City of El Paso, Texas (the “City”), City of El Paso District 2 (“Donor”), and the Downtown Management District (“Donee”).

**WHEREAS**, Dorothy Ann Willis Richards passed away 15 years ago, after a fight with esophageal cancer; and

**WHEREAS**, Ann Richards served the state of Texas by teaching Texas schoolchildren, serving as County Commissioner in Travis County, serving as Texas State Treasurer, and finally serving as the Governor of Texas; and

**WHEREAS**, Ann Richards became the second female governor of Texas and remains the last woman to hold the position; and

**WHEREAS**, Ann Richards’ lasting legacy includes her 1988 Democratic National Convention keynote address, the Ann Richards School for Young Women Leaders, as well as numerous awards and honors; and

The parties agree as follows:

**Agreement Provisions**

1. **Donation.** Donor agrees to donate discretionary funds in an amount not to exceed \$4,446.42 to Donee for costs related to the placement of informational banners in the City’s downtown area for the Ann Richards Legacy Project; as it serves the public purpose of inspiring new leaders.
2. **Consideration.** The parties agree that the opportunity to participate with the City as a Donor, is full and adequate consideration for the donation. For documentation purposes only, the Donor estimates that the value of the donation is approximately \$4,446.42.
3. **Taxes.** The Donor in making this donation to the City, acknowledges that the Donor is responsible for the payment of all fees, taxes and expenses associated with the donated service.
4. **Term.** This Agreement commences on the Effective Date and ends upon the termination of the donation of the services as described in Exhibit “A”.
5. **INDEMNIFICATION. THE DONOR WILL INDEMNIFY, DEFEND, AND HOLD THE CITY HARMLESS FROM ALL CLAIMS MADE AGAINST THE CITY AND/OR THE CITY’S OFFICERS OR EMPLOYEES FOR PROPERTY**

**DAMAGE, PROPERTY LOSS, INJURY, DEATH, BREACH OF CONTRACT, AND/OR TRESPASS RESULTING FROM THE ACTIONS OR OMISSIONS OF THE DONOR UNDER THIS AGREEMENT. THIS PROVISION SURVIVES THE TERM OF THIS AGREEMENT.**

6. **Venue.** Venue shall be in the County of El Paso, State of Texas.
7. **Severability.** A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
8. **Compliance.** The City and Donor will strictly comply with all laws according the applicable rules in the performance of their obligations in accordance with this Agreement.
9. **Governing Law.** This Agreement is governed by Texas law.
10. **Warranty of Capacity to Execute Agreement.** The person signing below represents that he or she has read this Agreement (including any Attachments); understands its terms; is authorized to execute this Agreement on behalf of the Party indicated below; and agrees on behalf of such Party that such Party will be bound by those terms.
11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties.
12. **Confidentiality.** The Donor will not disclose the terms of this Agreement and will forward all requests for information regarding this Agreement to the City. The City will handle all requests for information pertaining to this Agreement in accordance with Texas laws.

**EXHIBIT “A”**

Donor will contract with a local printing company to produce 66 – 24” x 60” full size double-sided color vinyl street banners. Donor’s installation crew will provide services to install/attach the 66 banners on 33 street light piles that accommodate side by side double display banner sets. Banner design artwork is provided by Project foundation. Estimated start date is October 15, 2021 (banner production begins), to the estimated end date January 5, 2021 (display term ends).

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.


**CITY OF EL PASO**

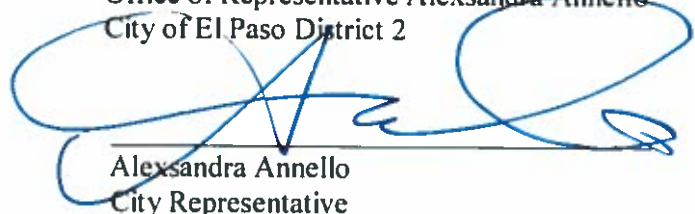
\_\_\_\_\_  
Tomás González  
City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Evy Sotelo  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Matthew Ibarra, Legislative Aide  
Office of Representative Alexandra Anello  
City of El Paso District 2

  
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Alexandra Anello  
City Representative  
City of El Paso District 2