

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

DEPARTMENT: Police
AGENDA DATE: August 25, 2015
CONTACT PERSON/PHONE: Michelle Gardner, Assistant Chief, 212-4301
DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 2: Set the Standard for a Safe and Secure City

SUBJECT:

That the City Manager be authorized to sign a Consent to Assignment of all the rights, duties, and obligations of the January 28, 2014 Agreement between the **CITY OF EL PASO** and Sexual Trauma and Assault Response Services (STARS), a non-profit corporation, to provide outreach emergency counseling and follow-up public health services for reported victims of sexual assault, a public health and safety function, to the Center Against Sexual and Family Violence (CASFV). This assignment shall be effective as of September 1, 2015.

BACKGROUND / DISCUSSION:

The current agreement was approved January 28, 2014 for a one-year term with two additional one-year automatic renewals for a total term of three years.

On August 3, 2015, CASFV informed the City of El Paso of the pending implementation of a comprehensive continuum of care for survivors of sexual assault whereby all sexual assault services provided by STARS will be consolidated into and provided CASFV effective September 1, 2015. CASFV and STARS collectively requested the City's consideration for the assignment of the current STARS Services Agreement to CASFV. Such assignment will continue to preserve and protect the public health and safety of the survivors of sexual assault offenses occurring within the City of El Paso.

SELECTION SUMMARY:

N/A

PRIOR COUNCIL ACTION:

City Council approved the current agreement on January 28, 2014.

AMOUNT AND SOURCE OF FUNDING:

Account No: 522150 – 21100 – 321 – 1000 – P2103
Funding Source: General Fund
Amount: \$70,000 annually / not to exceed \$210,000 during the three-year period
(Approximately \$93,333 for the remainder of the term including both automatic renewals)

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:

by A/C Michelle M. Gardner

RESOLUTION

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

That the City Manager be authorized to sign a Consent to Assignment of all the rights, duties, and obligations of the January 28, 2014 Agreement between the **CITY OF EL PASO** and Sexual Trauma and Assault Response Services (STARS), a non-profit corporation, to provide outreach emergency counseling and follow-up public health services for reported victims of sexual assault, a public health and safety function, to the Center Against Sexual and Family Violence (CASFV). This assignment shall be effective as of September 1, 2015.

APPROVED this _____ day of _____, 2015.

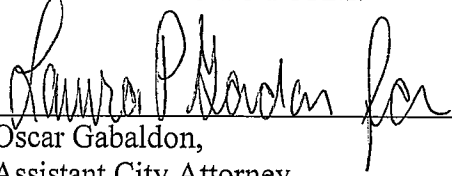
THE CITY OF EL PASO

Oscar Leaser,
Mayor

ATTEST:

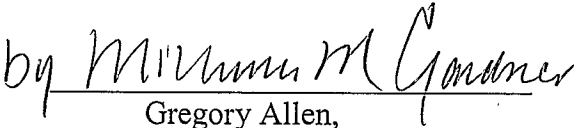
Richarda D. Momsen,
Municipal Clerk

APPROVED AS TO FORM:

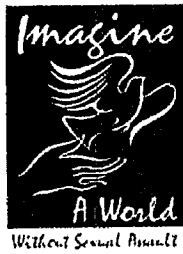


Oscar Gabaldon,
Assistant City Attorney

APPROVED AS TO CONTENT:

by 

Gregory Allen,
Chief, El Paso Police Department



Sexual Trauma & Assault Response Services, Inc.

August 3, 2015

Ms. Sylvia Firth
City Attorney
300 N. Campbell
El Paso, Texas 79901

Sexual Trauma and Assault Response Services (STARS) and the Center Against Sexual & Family Violence (CASFV) respectfully request consideration by the City of El Paso to reassign the existing contract for sexual assault services from STARS to CASFV. STARS and CASFV have systematically and cooperatively put in place a comprehensive continuum of care for survivors of sexual assault. As a component of this planning process, the Boards of Directors of both organizations have agreed that all sexual assault service currently provided by STARS be consolidated into CASFV.

As a results of this methodical strategic plan, CASFV will provide all direct services for sexual assault survivors, effective September 1, 2015. STARS will no longer provide any direct client services, effective August 31, 2015.

Direct services provided by CASFV include, but are not limited to:

- Provision of a 24/7 crisis hotline for all calls related to sexual assault and domestic violence
- 24/7 response to hospitals' emergency rooms to assist reported survivors of sexual assault
- Emergency and follow-up services to survivors of sexual assault
- Assistance and accompaniment for follow-up medical examinations
- Provision of confidential emergency shelter services
- Legal advocacy and court accompaniment throughout the legal process and prosecution of the offender
- Ongoing therapeutic counseling and support groups

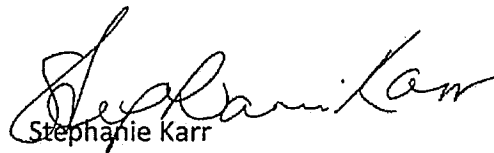
- Public education, training and outreach on sexual assault issues related to prevention, protection and public safety
- Training to law enforcement, 911 dispatchers, emergency medical service providers and hospital staff on topics related to best practices for sexual assault services
- Any and all other services that are necessary to promote public health and safe sexual assault outreach services

Discussions with Chief Gardner, EPPD, and the City Attorney's office regarding re-assignment of the contract have taken place. Both entities support the transfer of services. Pursuant to clause 8.4 in the contract, re-assignment is allowable with mutual consent of the City of El Paso and STARS.

We respectfully request that the re-assignment of the STARS contract to CASFV become effective Sept. 1, 2015. All contract items will be adhered to by CASFV. Your consideration of this request is appreciated.



Deb Benedict
Executive Director
STARS



Stephanie Karr
Executive Director
CASFV

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RECEIVED
AUG 05 2015
CITY ATTORNEY

STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONSENT TO ASSIGNMENT

This Consent to Assignment is executed this _____ day of _____, 2015, by and between the City of El Paso (the "City"), Sexual Trauma and Assault Response Services (STARS) ("Assignor"), a non-profit corporation, and the Center Against Sexual and Family Violence (CASFV) ("Assignee"), a non-profit corporation.

WHEREAS, on or about January 28, 2014, the City entered into a Services Agreement with Assignor, which is attached hereto as Exhibit "A" and is fully incorporated herein by reference, for Assignor to provide public health and safety sexual assault outreach services; and

WHEREAS, after entering into the Agreement, Assignee and Assignor, by agreement of the respective Boards of Directors, cooperatively implemented a comprehensive continuum of care for survivors of sexual assault whereby all sexual assault services provided by STARS will be consolidated into and provided by CASFV effective September 1, 2015; and

WHEREAS, the Agreement provides that it is not assignable without the consent of the City; and

WHEREAS, Assignor has requested that the City approve and assignment of the Agreement to Assignee; and

WHEREAS, Assignee has agreed to be responsible for all duties and obligations under the Agreement; and

WHEREAS, the City agrees to the assignment of all rights, duties and obligations encompassed in the Agreement to Assignee.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. The City consents to the assignment of rights, duties, and obligations under the Agreement to Assignee.
2. Assignee agrees to assume and perform all duties, obligations and responsibilities under the Agreement.
3. All terms and conditions of the Agreement to Assignee shall remain in full force and effect.

4. Assignee agrees to indemnify, defend, and hold harmless the City from and against any and all claims, demands, causes of action, court costs, expenses, and attorney's fees which are connected with or arise from the assignment of this Agreement or the City's acceptance and recognition of the assignment of the Agreement to Assignee.

(Signature Page to Follow)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONSENT TO ASSIGNMENT

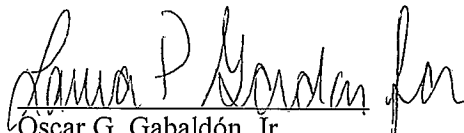
(Signature Page)

EXECUTED this the _____ day of _____, 2015.

THE CITY OF EL PASO

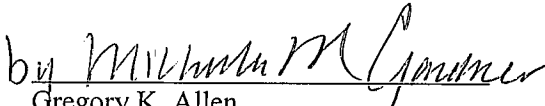
Tomás González
City Manager

APPROVED AS TO FORM:



Oscar G. Gabaldón, Jr.
Assistant City Attorney

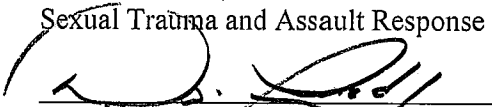
APPROVED AS TO CONTENT:



Gregory K. Allen
Chief of Police

ASSIGNOR:

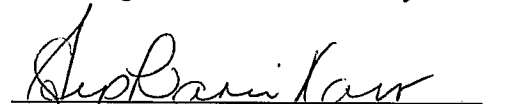
Sexual Trauma and Assault Response Services



Name: Deborah Beyer
Title: EXECUTIVE DIRECTOR

ASSIGNEE:

Center Against Sexual and Family Violence



Name: STEPHANIE KARR
Title: EXEC. DIRECTOR

CITY CLERK DEPT.

2014 JAN 22 PM 5:16

THE STATE OF TEXAS)

COUNTY OF EL PASO)

STARS SERVICES AGREEMENT

This Agreement ("AGREEMENT") is entered into on this the 28th day of January, 2014, by and between The City of El Paso, Texas ("CITY"), a home rule municipal corporation and the Sexual Trauma and Assault Response Services ("STARS"), a non-profit corporation.

WHEREAS, STARS is a non-profit corporation that is qualified to provide public health and safety sexual assault outreach services; and

WHEREAS, STARS is the sole provider of the level of services as described in Section 3.2 (A – G) of this AGREEMENT. Further, STARS is the sole recipient of state and federal funding to provide these services in the El Paso community; and

WHEREAS, the CITY'S Police Department is the Administrator for this AGREEMENT; and

WHEREAS, the El Paso City Council finds that the services provided by STARS is in the best interest of the residents of El Paso and such services are necessary to preserve and protect the public health and safety of the victims of sexual assault related crimes occurring within the City of El Paso;

NOW, THEREFORE, for the consideration set forth in this AGREEMENT, the CITY and STARS (individually referred to as a "PARTY", collectively referred to as the "PARTIES") agree as follows:

1.0 CONTRACTUAL RELATIONSHIP.

1.1 The CITY hereby agrees to compensate STARS in an amount specified under Section 4 of this AGREEMENT, and STARS agrees to perform professional services relating to public health and safety sexual assault outreach services in accordance with the provisions of this AGREEMENT as set forth herein.

1.2 STARS is an independent contractor. Except as may be expressly and unambiguously provided in this AGREEMENT, no partnership or joint venture is intended to be created between the PARTIES by this AGREEMENT, nor any principal-agent or employer-employee relationship between the PARTIES or any of their officers, employees, agents, representatives or sub-contractors.

(A) As an independent contractor, STARS understands and agrees that STARS will be responsible for its respective acts or omissions, and the CITY shall in no way be responsible for the acts or omissions of STARS' officers, employees, agents, representatives or sub-contractors who perform any service in connection with this AGREEMENT.

1.3 STARS shall not receive any compensation or benefits from the CITY, other than as expressly set forth in this AGREEMENT.

1.4 STARS does not have, and will not attempt to assert, the authority to make commitments for, or to bind the CITY to any obligation. The CITY does not have, and will not attempt to assert, the authority to make commitments for, or to bind STARS to any obligation other than the obligations set forth in this AGREEMENT.

1.5 STARS understands and expressly agrees that, in all things relating to this AGREEMENT, the CITY is performing a governmental function, as defined by the Texas Tort Claims Act. The PARTIES hereby agree that the CITY enters into this AGREEMENT as a governmental entity for the purpose of performing a governmental function.

2.0 TERM OF AGREEMENT

2.1 This AGREEMENT, regardless of the date of execution, shall become effective on **January 28, 2014**, and shall be for an initial term of one (1) year. The AGREEMENT will automatically renew on January 28, 2015 for an additional one (1) year term and will again automatically renew on January 28, 2016 for an additional one (1) year term. These two (2) renewals are automatic unless the CITY or STARS provides written notice of non-renewal to the other PARTY stating that it does not want the AGREEMENT renewed. Notice of non-renewal must be provided at least 30 days before the automatic renewal date of the upcoming term. Upon notice of non-renewal by either PARTY all duties and obligations of the PARTIES shall cease upon the expiration of the term. In the event of notice of non-renewal, the PARTIES shall incur no penalty or charge. If either PARTY wishes to terminate this AGREEMENT then Section 7 of this Agreement outlines how this AGREEMENT may be terminated.

3.0 SCOPE OF SERVICES

3.1 STARS shall provide in a professional manner, sexual assault outreach services designed to preserve and protect the public health and safety of the residents of the CITY or the victims of crimes occurring within the CITY, to include but not be limited to emergency counseling and follow-up health services for the reported victims of sexual assault.

3.2 STARS shall coordinate its activities with those of the Auxiliary Support Division of the CITY's Police Department. These public health and safety services shall be provided to the residents of the City of El Paso or the victims of crimes occurring within the CITY and shall include, but not be limited to the following:

(A) 24 hour response to the hospital emergency room to assist reported victims with the mental and physical trauma and other mental health issues relating to a sexual assault.

(B) Emergency and follow-up counseling services to victims of sexual assault.

(C) Assistance and accompaniment for medical follow-up examinations, to include testing for sexually transmitted diseases.

(D) Counseling to and accompaniment with the victim throughout the legal process and prosecution of the sexual offender.

(E) Continual counseling services for sexual assault victims.

(F) Providing public education and training regarding the crime of sexual assault to include prevention, protective and safety measures for the community.

(G) Providing sensitivity training to law enforcement, dispatchers, emergency medical service providers and hospital staff as part of STARS' services to protect the mental health of victims of sexual assault.

(H) Any and all other services that are necessary to promote public health and safety sexual assault outreach services to the residents of the CITY or the victims of crimes occurring within the CITY.

3.3 Reporting by STARS. Commencing on March 10, 2014 and on or before the tenth (10th) day of each subsequent month during the term of this AGREEMENT, STARS will provide a monthly report to the Director of Administrative Service for the CITY's Police Department summarizing the number of individuals served and in what capacity. In addition, an annual report summarizing the number of individuals served and in what capacity shall be provided to the Director of Administrative Services for the CITY's Police Department no later than 60 days after the end of each term year of this AGREEMENT.

4.0 CONSIDERATION

4.1 In consideration for the public health and safety sexual assault outreach services to be provided by STARS pursuant to the terms of this AGREEMENT, the CITY agrees to pay STARS an amount not to exceed SEVENTY THOUSAND AND NO/100 DOLLARS (\$70,000.00) for all professional services performed during each one (1) year term pursuant to this AGREEMENT.

(A) STARS shall invoice the CITY in the amount of SEVENTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$17,500.00) for each quarter of the term year, and the CITY agrees to submit a quarterly payment within 30 days of receipt of invoice. The PARTIES agree that the first quarter of any term year is understood as starting on January 28th, the second quarter starts on April 28th, the third quarter starts on July 28th, and the fourth quarter starts on October 28th. In no way will total payments exceed SEVENTY THOUSAND AND NO/100 DOLLARS (\$70,000.00) in any one term year. Payments will be made unless the AGREEMENT is terminated or if one PARTY provides notice of non-renewal that the AGREEMENT will not be automatically renewed as outlined in Section 2.1 above.

(B) The PARTIES acknowledge and agree that the awarding of this AGREEMENT is dependent upon the availability of funding. In the event that funds do not

become available, the AGREEMENT may be terminated, with a 30-day written notice to STARS by the CITY. In such an event, the CITY shall incur no penalty or charge.

5.0 INDEMNIFICATION

5.1 Indemnification by STARS. STARS UNDERSTANDS AND AGREES THAT IT SHALL INDEMNIFY AND HOLD HARMLESS THE CITY AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEY FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF, RELATED OR ATTRIBUTED DIRECTLY OR INDIRECTLY TO THE NEGLIGENT, GROSS NEGLIGENT, INTENTIONAL, MALPRACTICE OR WILLFUL ACTS OR OMISSIONS OF STARS' OFFICERS, AGENTS, SUB-CONTRACTORS, EMPLOYEES, OR REPRESENTATIVES IN RENDERING THE SERVICES UNDER THIS AGREEMENT.

(A) The CITY will promptly forward to STARS every demand, notice, summons or other process received by the CITY in any claim or legal proceeding arising out of or attributed to the services provided by STARS under the AGREEMENT.

(B) In addition, STARS shall promptly advise the CITY in writing of any claim or demand against the CITY or STARS, known to STARS, related to, or arising out of STARS' services under this AGREEMENT.

(C) STARS understands and agrees that it will 1) investigate such claims or demands against the CITY or STARS arising out of, related to or attributed to the services provided by STARS under this AGREEMENT; 2) negotiate or cause to be negotiated the prompt resolution of such claims; and 3) defend, or cause to be defended, the CITY against all suits for damages even if such suits are groundless, false or fraudulent, brought because of injuries or damages.

(D) STARS understands and agrees that it will pay all final judgments that tend to establish the liability of the CITY in actions defended by STARS pursuant to this section along with all attorneys' fees and costs incurred by the CITY including interest accruing to the date of payment by STARS, and premiums on any appeal bonds.

(E) The CITY, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest without releasing STARS of any of its obligations under this section.

6.0 LIABILITY INSURANCE

6.1 STARS agrees to purchase public liability insurance and property damage insurance naming the CITY as an Additional Insured in an amount no less than \$250,000 for each person and no less than \$500,000 for each single occurrence for bodily injury or death and no less than \$100,000 for each single occurrence for injury to or destruction of property.

(A) Upon the date of execution of this AGREEMENT, STARS shall file with the Director of Administrative Services for the CITY's Police Department, a copy of the Certificate of Insurance showing that such insurance coverage is in effect during the initial term of this AGREEMENT. Upon the automatic renewal date of successive terms, STARS shall file the renewed Certificate of Insurance for the successive term.

(B) Issuers of Policies. The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible, reputable, and have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the CITY's Purchasing Manager in his or her sole discretion as to conformance with these requirements.

(C) Deductibles. A policy may contain deductible amounts only if the CITY's Purchasing Manager approves the amount and scope of the deductible. STARS shall assume and bear any claims or losses to the extent of such deductible amount and waives any claim it may ever have for the same against the CITY, its officers, agents or employees.

(D) Cancellation. Each policy must expressly state that it may not be canceled or non-renewed unless *thirty (30) days advance notice of cancellation or intent not to renew* is given in writing to the Director of Administrative Services for the CITY's Police Department by the insurance company. STARS shall give written notice to the Director of Administrative Services for the CITY's Police Department **within five (5) days** of the date upon which total claims by any party against STARS reduces the aggregate amount of coverage below the amounts required by this AGREEMENT.

(E) Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the CITY, its elected and appointed officials, officers, agents or employees.

(F) Endorsement of Primary Insurance. Each policy must contain an endorsement that such policy is primary insurance, so long as it is customary in the industry and under Texas law for such insurance to be primary, to any other insurance available to the CITY, the Additional Insured, with respect to claims arising hereunder and that the insurance applies separately to each insured.

(G) Liability for Premium. If any of the policies referred to above do not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate certificate of waiver sufficient to establish that the issuer is entitled to look only to STARS for any further premium payment and has no right to recover any premiums from the CITY.

7.0 TERMINATION. This AGREEMENT may be terminated as provided herein. Except as otherwise provided in this AGREEMENT, all duties and obligation of the CITY and STARS shall cease upon termination.

7.1 Termination by Default or Breach. The CITY shall have the right to cancel, for default or breach, all or any part of this AGREEMENT if STARS breaches any of the terms hereof or if STARS becomes insolvent or commits acts of bankruptcy and fails to cure or commence to diligently prosecute to cure any such breach **within thirty (30) days of receipt of written notice by CITY** alleging such breach. Such right of cancellation is in addition to, and not in lieu of, any other remedies that the CITY may have in law or equity.

(A) Default or breach shall occur if a PARTY fails to observe or perform any of its duties under this AGREEMENT. Should such a default or breach occur, the injured PARTY may deliver a written notice to the defaulting PARTY describing such default and the proposed date of termination. Such proposed date of termination may not be sooner than the 30th day following receipt of the notice. The injured PARTY, at its sole option, may extend the proposed date of termination to a later date. If the defaulting or breaching party fails to cure or fails to diligently and continuously prosecute to cure such default prior to the proposed date of termination, then the injured party may terminate its performance under this AGREEMENT as of such date. The CITY retains the right to immediately terminate this AGREEMENT if STARS violates any local, state or federal laws, rules or regulations that relate to the performance of this AGREEMENT.

7.2 Termination by Mutual Consent. The parties may terminate this AGREEMENT by mutual consent upon such terms as they may agree in writing.

7.3 Termination for Convenience by Either PARTY. It is further understood and agreed by STARS and the CITY that either PARTY may terminate this AGREEMENT for convenience, in whole or in part, upon written notice to the other PARTY specifying an effective date for cancellation of not less than thirty (30) calendar days from the date such notice is received. Nothing contained herein, or elsewhere in this AGREEMENT shall require the CITY to pay for any services that are not in compliance with the terms of this AGREEMENT.

7.4 Time of Performance Termination - Force Majeure. The services provided by each PARTY shall be undertaken and completed as appropriate to carry out the purposes of this AGREEMENT. Except as otherwise provided, neither PARTY shall be liable to the other for any delay in, or failure of performance, of any requirement contained in this AGREEMENT caused by Force Majeure.

(A) The term *Force Majeure* as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. By reason of *Force Majeure*, if either PARTY hereto shall be rendered unable wholly or in part to carry out its obligations under this AGREEMENT then such PARTY shall give notice and full particulars of such *Force Majeure* in writing to the other PARTY within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the PARTY giving such notice, so far as it is affected by such *Force Majeure*, shall be suspended for only **thirty (30) days** during the continuance of the

inability then claimed, except as hereinafter provided, but for no longer period, and such PARTY shall endeavor to remove or overcome such inability with all reasonable dispatch.

7.5 Termination Shall Not Be Construed as Release. Termination by either PARTY shall not be construed as a release of any claims that the terminating PARTY may be lawfully entitled to assert against the non-terminating PARTY. Further, the non-terminating PARTY shall not be relieved of any liability for damages sustained by the terminating PARTY by virtue of any breach of this AGREEMENT.

8.0 GENERAL PROVISIONS

8.1 STARS shall comply with all applicable federal, state and local governmental laws, rules, regulations and all provisions of the CITY's Charter and Code of Ordinances, now existing or as may be amended, in the performance of its duties under this AGREEMENT.

8.2 Conflict of Interest. STARS will have no interest in, and shall not acquire any interest, direct or indirect, in any agreement or subagreement that will conflict in any manner or degree with the performance of the services to be performed under this AGREEMENT. STARS further understands that the CITY's Charter prohibits any officer or employee of the CITY from having financial interest, direct or indirect, in any agreement with the CITY. Any violation of this paragraph, with knowledge express or implied, by STARS shall render this AGREEMENT voidable by the City Manager, who is the authorized agent for the CITY.

8.3 Accessibility Standards. STARS will comply with the Americans for Disabilities Act and will file the Assurance required under City Ordinance No. 9779 prohibiting discrimination against disabled persons.

8.4 No Assignment Without Consent. STARS shall not assign or attempt to so convey an interest in this AGREEMENT without the prior written consent of the CITY. This AGREEMENT shall be terminable, at the discretion of the CITY, without notice to STARS if STARS shall attempt to assign without consent.

8.5 Religious Activities. STARS will provide the services under this AGREEMENT 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 stated services; there will be no religious discrimination in terms of employment or benefits under the stated services.

8.6 Inspections. The CITY shall have the right to perform, or cause to be performed, (1) inspections of the books and records of STARS related to the performance of services provided under this AGREEMENT, and (2) inspections of all places where work is undertaken in connection with this AGREEMENT. STARS shall be required to keep such books and records available for such purpose for at least five (5) years after its performance under this AGREEMENT ceases. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

8.7 Right to Assurance. Whenever one PARTY to this AGREEMENT, in good faith, has reason to question the other PARTY's intent to perform, said PARTY may demand that the other PARTY give written assurance of its intent to perform. In the event that a demand is made and no assurance is given **within five (5) calendar days**, the demanding PARTY may treat this failure as an anticipatory repudiation of the AGREEMENT.

8.8 Survival. Each PARTY shall remain obligated to the other under all clauses of this AGREEMENT that expressly or by their nature extend beyond the expiration or termination of this AGREEMENT, including but not limited to the Indemnification provisions hereof.

8.9 Amendment and Waiver. The parties may amend this AGREEMENT at any time by mutual consent. Unless otherwise provided herein, this AGREEMENT may be amended only by written instrument duly executed on behalf of the CITY (by authority by the City Council) and STARS. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved PARTY.

8.10 Complete Agreement. This AGREEMENT constitutes the entire AGREEMENT between the PARTIES relating to the terms and conditions of the AGREEMENT. The PARTIES expressly acknowledge and warrant that there exists no other written or oral understanding, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this AGREEMENT confers no rights on any person(s) or business entity(s) that is not a party hereto. This AGREEMENT shall not be construed against or unfavorably to any PARTY because of such PARTY's involvement in the preparation or drafting of this AGREEMENT.

8.11 Governing Law. This AGREEMENT shall be construed and interpreted in accordance with the laws of the State of Texas, along with any applicable provisions of the federal law, the CITY's Charter and/or ordinance.

8.12 Severability. All agreements and covenants contained in this AGREEMENT are severable. Should any term or provision of this AGREEMENT be declared invalid by a court of competent jurisdiction, the PARTIES intend that all other terms and provisions of this AGREEMENT should be valid and binding and have full force and effect as if the invalid portion had not been included.

8.13 Venue. For the purpose of determining place of this AGREEMENT and the law governing the same, this AGREEMENT is entered into in the City of El Paso, County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, State of Texas.

8.14 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received via United States Postal Service post office or certified mail, return receipt requested addressed to the respective other PARTY at the address prescribed below or at such other address as the receiving PARTY may have theretofore prescribed by written notice to the sending PARTY:

CITY: City of El Paso
Attention: City Manager
P.O. Box 1890
El Paso, Texas 79950-1890

COPY TO: El Paso Police Department
Attention: Director of Administrative Services
911 N. Raynor
El Paso, TX 79903

CONTRACTOR: Sexual Trauma and Assault Response Services
Attention: Executive Director
710 N. Campbell
El Paso, Texas 79902

8.15 Warranty of Capacity to Execute Contract. The person signing this AGREEMENT on behalf of STARS warrants that he/she has the authority to do so and to bind STARS to this AGREEMENT and all the terms and conditions contained herein.

Each person signing below represents that he or she has read this AGREEMENT in its entirety; understands its terms; and agrees on behalf of such PARTY that such PARTY will be bound by those terms.

(Signatures On Following Page)

THE STATE OF TEXAS)

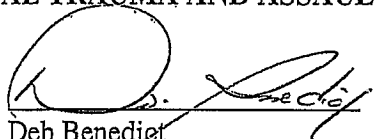
STARS SERVICES AGREEMENT

COUNTY OF EL PASO)

(Signature Page)

SEXUAL TRAUMA AND ASSAULT RESPONSE SERVICES

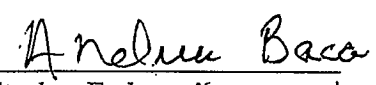
By:


Deb Benediet
Executive Director

Dated:

01/29/2014

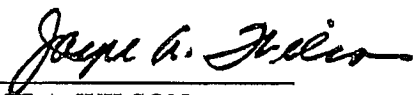
By:


~~Stephen Enders~~ AB Andrea Baca
President of the Board of Directors

Dated:

1-29-14

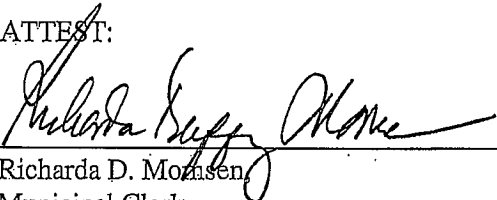
CITY OF EL PASO


JOYCE A. WILSON
City Manager

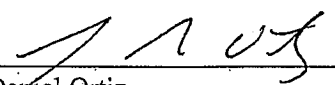
Dated:

01/28/14

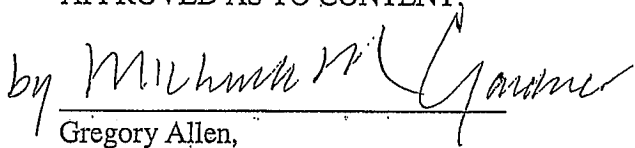
ATTEST:


Richarda D. Mowasen
Municipal Clerk

APPROVED AS TO FORM:


Daniel Ortiz,
Assistant City Attorney

APPROVED AS TO CONTENT:

by 
Gregory Allen,
Chief, El Paso Police Department

CITY CLERK DEPT.
2014 JAN 22 PM 5:16

CITY CLERK DEPT.

2014 JAN 22 PM 5:16


RESOLUTION

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

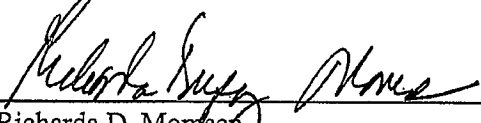
That the City Manager be authorized to sign an Agreement between the **CITY OF EL PASO** and Sexual Trauma and Assault Response Services (STARS), to provide outreach emergency counseling and follow-up public health services for reported victims of sexual assault, a public health and safety function, for an annual amount not to exceed Seventy Thousand and No/100 Dollars (\$70,000.00). The term of this Agreement shall start January 28, 2014 with two automatic annual renewals for a total of three years.

APPROVED this 28th day of January, 2014.

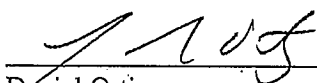
THE CITY OF EL PASO


Oscar Leeser,
Mayor

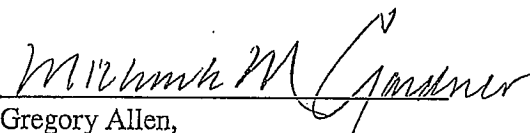
ATTEST:


Richarda D. Monsen,
Municipal Clerk

APPROVED AS TO FORM:


Daniel Ortiz,
Assistant City Attorney

APPROVED AS TO CONTENT:

by 
Gregory Allen,
Chief, El Paso Police Department