

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

DEPARTMENT: City Council, District 1

AGENDA DATE: February 6, 2018

CONTACT PERSON NAME AND PHONE NUMBER: Rep. Peter Svarzbein at 212-1001

DISTRICT(S) AFFECTED: ALL

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.

A resolution that the Mayor be authorized to sign a Sister City Agreement between the City of Guadalajara, Mexico, of the United Mexican States, and the City of El Paso, Texas, of the United States of America.

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?

In conjunction with the Sister Cities International/U.S.-Mexico Mayors Summit (Feb. 15-17, 2018) in the City of Guadalajara, Jalisco, Mexico, as host city, this agreement shall be presented and executed as part of official program conclusion.

PRIOR COUNCIL ACTION:

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

City Council approved resolution on September 8, 1998, and recent ratification of El Paso-Ciudad Juarez sister city agreement.

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?

Private-Public Partnership

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

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

DEPARTMENT HEAD: _____

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

RESOLUTION

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

That the Mayor be authorized to sign a Sister City Agreement between the City of Guadalajara, Mexico, of the United Mexican States, and the City of El Paso, Texas of the United States of America, to promote the social, economic and cultural interests of both cities.

PASSED AND APPROVED THIS 6TH DAY OF FEBRUARY 2018.


CITY OF EL PASO, TEXAS

Dee Margo
Mayor

ATTEST:

Laura D. Prine
Interim City Clerk

APPROVED AS TO FORM:



Sylvia Pirth
City Attorney

SISTER CITY AGREEMENT FOR THE ESTABLISHMENT OF COLLABORATIVE RELATIONS BETWEEN THE MUNICIPALITY OF GUADALAJARA, IN THE STATE OF JALISCO, UNITED MEXICAN STATES, AND THE CITY OF EL PASO OF THE STATE OF TEXAS OF THE UNITED STATES OF AMERICA

The Municipality of Guadalajara, in the state of Jalisco, United Mexican States, and the City of El Paso in the state of Texas, United States of America (hereinafter known as "the Parties"), have decided to establish a sister city agreement.

WHEREAS, the excellent relations of friendship and cooperation existing between both countries and the wish to strengthen the bond between the City of Guadalajara, Mexico and El Paso, Texas;

WHEREAS, the economic, historic and cultural connections between our part of the United States and Mexico have been in place in this region for hundreds of years even before the existence of a border between the modern countries of the United States and Mexico; and

WHEREAS, the City of El Paso, in the State of Texas, of the United States of America, desires to establish a Sister City Agreement with the City of Guadalajara, in the Republic Mexico, and

WHEREAS, the City of El Paso, Texas, and the City of Guadalajara, Mexico, share in the same cultural environment and seek by this Agreement to perfect increased economic interaction and cultural exchanges; and

WHEREAS, the city of El Paso desires to promote the social, economic and cultural interests of the City of Guadalajara; and

WHEREAS, the city of Guadalajara desires to promote the social, economic and cultural interests of the City of El Paso; and

WHEREAS, by promoting the common interests of both cities, the social, economic and general welfare of the citizens of both cities are enhanced;

INTERESTED in strengthening the bonds of friendship and the existing cooperation between the municipality of Guadalajara and the city of El Paso; in establishing a legal framework as a reference to carry out cooperative activities in areas of common interest;

The Parties have agreed to the following:

I. PURPOSE

The objective of this Agreement is to formalize the bilateral relation between the Parties, in order to increase economic opportunities for both cities through strategic initiatives and collaboration in accordance to their own local, State, and Federal laws. These initiatives will

increase the growth of common industries, and strengthen key assets and tourism for global competitiveness.

II. AREAS OF COLLABORATION

The Parties are committed to developing joint initiatives in the following areas:

- a. social
- b. economic (production, service, tourism, construction, technology, transportation)
- c. cultural
- d. education
- e. health
- f. and other sectors agreed upon by the Parties.

III. IMPLEMENTATION

The Parties will designate, respectively a binational task force of municipal administrators and elected officials to coordinate the execution of this Ratification Agreement.

The Parties have the intention of developing and updating an Annual Operative Program (AOP), to carry out the cooperation tasks foreseen in this Ratification Agreement, including its goals and precise activities to be undertaken, such as:

- 1.1. Specific and technical features of the collaboration and joint initiatives.
- 1.2. A calendar with specific terms and responsible officials; and
- 1.3. Key performance indicators and established metrics to monitor and report the results.

To achieve the objective provided in Section II of this agreement, The Parties will carry out joint or collaborative activities in the following areas:

a) **PROMOTION OF COMMERCE**, through the exchange of commercial missions and the participation in events such as exhibitions, trade fairs, seminars and business forums, with the purpose of increasing the flow of goods and services;

b) **PROMOTION OF INVESTMENTS**, through the exchange of business missions, information regarding investment possibilities and business opportunities, and the dissemination of existing mechanisms focused on improving joint investments, plus the identification and dissemination of current legislation;

c) **PROMOTION OF INDUSTRY**, through the collaboration in the design and application of strategies intended to stimulate local exports and the promotion of the cooperation between the industries of both PARTIES;

d) **PROMOTION OF TOURISM**, through the participation in tourism forums, in tourism-oriented services; the exchange of information regarding the characteristics of the corresponding markets, as well as the dissemination of the principal tourist destinations, with the purpose of enhancing the dynamics of this economic subsector;

e) **PROMOTION OF CULTURE**, stimulating the mutual understanding of their corresponding cultures, historical and geographical aspects, and the teaching of their respective language, and

f) Others agreed upon by the Parties.

g) Each specific project shall contain the provisions to carry out the collaborative activities derived from same and will consider the specifications with respect to their scope, coordination and management; the assignment of resources, exchange of personnel, total costs and their distribution; the project timeline, as well as any other information deemed necessary.

IV. CONSULTATIONS

The Parties can hold consultations, at any given moment, to address issues regarding the application or interpretation of this Sister City Agreement.

THE PARTIES will jointly prepare an ANNUAL WORK PROGRAM, to create a binational work group, designating representatives for each party, who will serve as a link to ensure appropriate supervision of the collaborative activities.

The implementation of this agreement will not be conditioned upon the PARTIES establishing specific projects or programs in all areas and collaborative activities referred to in Section III.

V. GENERAL PROVISIONS

1. Duration. This agreement will be effective from February 16, 2018, up to February, 2022, and can be ratified by mutual consent of the Parties through written communications.

2. Termination. Either of The Parties, at any given moment, with or without motive, can terminate this present agreement through a Thirty (30) days written notice to the other Party. Under emergency situations, or if there should be another cause, this agreement can be terminated without advance notice.

3. Scope and Amendments. This agreement constitutes the full agreement and understanding of the Parties. This agreement supersedes and replaces any previous understanding, statement, or agreement, either verbal or written, regarding this matter. This Agreement and its terms cannot be modified or changed, except in writing, and signed by both Parties.

4. Relation between the Parties. This agreement does not intend to create a legally binding or mandatory contract, and does not grant the right to either Party to exercise legal resources against the other. Nothing in this Agreement shall be interpreted as the creation of an independent contractor, party, association, franchise, or joint venture relation between the Parties. They do not have, and will not have, the authority to act on behalf of the other Party, and cannot present observations to the contrary. Neither of the Parties is authorized to obligate or bind the other Party in any given way, and nothing contained in this agreement grants, or intends to grant, rights of any nature to third parties. Nothing contained in this agreement shall be interpreted as the creation of an employer/employee relation among the Parties. This agreement does not imply the joint exercise of common powers.

5. Assignments. This agreement cannot be assigned or transferred, and neither of the Parties can replace any person or entity of said Party without the previous written consent of the other Party. Any attempt to transfer this agreement, either as a whole or any of its parts, without the proper written consent will be null and void.

6. Limitation of Responsibilities. In the fullest extent permitted by law, in no case will the Parties be held responsible for incidental damages, consequential damages, punitive damages of any nature, loss of good will, loss of benefits, loss of business and/or any indirect economic loss, regardless of whether these damages arise from claims based on contracts, negligence, grievances (including objective liability or any other legal theory), a non-compliance of any guarantee or provision in this Agreement, regardless of whether one of the Parties was advised or had reasons to know of the possibility of incurring these damages beforehand.

7. Financing and other resources. No part of the contents of this document will oblige any of the Parties to finance or commit other resources to comply with the goals and objectives of this Agreement. However, each Party will be individually responsible for the costs and expenses incurred in the execution of the goals and objectives contained in this document.

8. Compliance with Applicable Laws. Each Party will perform activities pertaining to this agreement in full compliance of all local, State, and Federal Government laws, ordinances, decrees, norms, regulations, rules, and codes, including, and not limited to, the Immigration Reform and Control Act of 1986, the Drug-free Workplace Act of 1989, and the Persons with Disabilities Act, whether specifically stated in this agreement or not.

9. Notices. All notices addressed to one of the Parties regarding the management and execution of this agreement must be addressed to the representatives assigned in mutual agreement for this purpose by the Parties. The Parties agree to send notifications to the City of Guadalajara, Jalisco, Mexico, to the address located at Av. Hidalgo No. 400, Centro, C.P. 44100; and to the Office of the Mayor, City of El Paso, 300 N. Campbell St., El Paso, TX 79901

USA, in writing within a period of ten (10) days regarding any change in the contact information for the representative of said Party.

10. Non-exclusiveness. This agreement does not impede either Party from holding similar agreements, or developing similar relations, with other cities and organizations.

Signed at the City of Guadalajara, Jalisco, on the 16th of February 2018, in two original and authentic documents written in English and Spanish.

**For the Municipality of Guadalajara,
in the State of Jalisco, United
Mexican States**

**For the City of El Paso, in the State of
Texas, United States of America**

**Mtro. Juan Enrique Ibarra Pedroza
Mayor of Guadalajara**

**Dee Margo
Mayor of El Paso**

ATTEST:

**Secretary of the
Municipality of Guadalajara**

**Laura D. Prine
Interim City Clerk
City of El Paso**

APPROVED AS TO FORM:



**SYLVIA FIRTH
CITY ATTORNEY, CITY OF EL PASO**

WITNESS

Marcos Bucio Mujica
Consul General of Mexico in El Paso, Texas

HONORARY WITNESS

Representative of the
Governor of Jalisco

WITNESS

Consul General of the United States of
America in Guadalajara, Jalisco

HONORARY WITNESS

Representative of the Governor of Texas