

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBR:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

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.

Resolution To Authorize the Mayor to sign an Interlocal Agreement with the County of El Paso (the "County") allowing the County to participate in the Texas Association of Museums Conference hosted by the City and where the County will provide reimbursement of audio/visual expenses in an amount of \$5,000.00 from its Hotel Occupancy Fund.

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?

MCAD has requested \$5,000 from the County of El Paso's program to grant Hotel Occupancy Tax (HOT) funding for events and programs with a demonstrated impact to Tourism. Funding will support the 2019 Texas Association of Museums statewide Conference in El Paso, drawing approximately 300 museum professionals from throughout the State for several days of activities.

PRIOR COUNCIL ACTION:

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

Council multiple times has approved agreements for shared services and funding relationships with the County of El Paso.

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?

\$5,000 from the County's allocation of Hotel Occupancy Tax. This will go towards the \$30,000 every host city raises to produce the Conference annually.

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

DEPARTMENT HEAD:

Tracy Jerome

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

RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement with the County of El Paso (the "County"), allowing the County to participate in the Texas Association of Museums Conference ("TAMC") hosted by the City on April 2, 2019 through April 6, 2019. Where the County will provide reimbursement for Audio/Visual expenses in an amount up to \$5,000.00 from its Hotel and Occupancy Tax fund. The Interlocal Agreement allows the City and the County to promote tourism and the convention and hotel industry in the El Paso Region.

APPROVED this _____ day of _____, 2019.

THE CITY OF EL PASO:

Dee Margo,
Mayor

ATTEST:

Laura D. Prine,
City Clerk

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Tracey Jerome, Director
Museums and Cultural Affairs
Department

B. COUNTY RESPONSIBILITIES

- (1) The City has presented County with the itemized budget for the TAMC which is incorporated herein as Exhibit "A", which includes a budget line for Audio/Visual expenses. The County will reimburse the City up to \$5,000.00 for Audio/Visual Authorized Reimbursable Expenditures, as defined below, after the City submits invoices to the County of the Audio/Visual Authorized Reimbursable Expenditures in connection with the Services. Audio/Visual Authorized Reimbursable Expenditure invoices shall be presented by the City to the County's Economic Development Department Director, or her designee. City shall submit itemized invoices describing in detail the goods and services to be reimbursed by the County to the City for Audio/Visual Authorized Reimbursable Expenditures for TAMC. All invoices shall bear the letterhead of the person or company providing said goods or services and the cost of each service.
- (2) "Audio/Visual Authorized Reimbursable Expenditures" shall be those expenditures that the County determines are reimbursable for Audio/Visual needs for TAMC. County approval of Audio/Visual Authorized Reimbursable Expenditures shall not be unreasonably withheld. Authorized Reimbursable Expenses shall not include the general operating expenses of the City or any of its subcontractors.
- (3) Payment shall be made within 30 days of receipt of all verified invoices from the City. Invoices not presented by May 6, 2019 shall not be reimbursed pursuant to this Agreement.

3. **FUNDING.** Each party paying for the performance of governmental functions or services must make those payments from current revenue.

4. **TERM.** The term of this Agreement commences on the Effective Date and ends on the date that the County renders to the City the reimbursement of TAMC Authorized Reimbursable Expenditures in accordance to Section 2(B) of this Agreement. The Effective Date is the date that the County of El Paso signs this Agreement ("Effective Date").

5. **TERMINATION.** Either party may terminate this Agreement for convenience prior to the end of the term of the Agreement. The parties agree that Section 2(B) shall survive the termination of this Agreement.

6. **NOTICES AND PAYMENTS.** The parties will send all notices and payments under this Agreement by postmarked and certified mail. For purposes of this Agreement, all notices and payments are deemed to be received 5 calendar days following the postmark date on the notice or payment. The parties will deliver all notices and payments under this Agreement to the following addresses:

NOTICES:

CITY:

City of El Paso
Attn: City Manager
PO Box 1890
El Paso, Texas 79950-1890

COPY TO: El Paso Museum & Cultural Affairs Department
Attn: Tracey Jerome, Director
400 W. San Antonio, Suite A
El Paso, TX 79901

COUNTY: County of El Paso
Attn: County Judge
500 E. San Antonio Ave., Room 301
El Paso, Texas 79901

COPY TO: El Paso County Economic Development Department
Attn: Economic Development Director
El Paso County Courthouse, Suite 312
500 E. San Antonio
El Paso, TX 79901

The City and the County will notify each other in writing of any changes in the addresses described above.

7. **GENERAL PROVISIONS.**

6.1 **Governing Law and Venue.** This Agreement is governed by Texas Law. The venue for any disputes regarding this Agreement lies exclusively in El Paso County, Texas.

6.2 **No Joint Enterprise.** This Agreement does not create any joint enterprise between the parties.

6.3 **No Third Party Beneficiaries.** This Agreement does not confer or create any rights or obligations to any third parties.

6.4 **No Personal Liability.** This Agreement does not create any personal liability on the part of any employee, officer, or agent of any public body that may be a party to this Agreement.

6.5 **Public Information.** This Agreement is public information.

6.6 **Sovereign Immunity Acknowledged and Retained.** The parties acknowledge and agree that no provision of this Agreement is in any way intended to constitute a waiver by any party of any immunities from suit or liability that a party may have by operation of law. The City and the County retain all governmental immunities.

6.7 **Governmental Function.** The Parties expressly agree that, in all things relating to this Agreement, the parties are performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the parties, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.

6.8 Independent Contractors. The City and the County are independent legal entities. Nothing in this Agreement creates the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City nor the County nor any of their respective agents or employees has control or the right to control the activities of the other party in carrying out the terms of this Agreement. Both parties agree that neither party has, nor will attempt to assert, authority to make commitments for or to bind the other party to any obligation other than the obligations described in this Agreement.

6.9 Headings. The paragraph or section headings contained in this Agreement are for reference purposes only and do not control the meaning or interpretation of this Agreement.

6.10 Assignment. The parties may not assign any obligations or rights under this Agreement without the express written consent of the other party.

6.11 No Waiver. Failure of either party to enforce any provision of this Agreement does not constitute a waiver of rights and the parties will retain the right to require performance of any provision of this Agreement.

6.12 Complete Agreement. This Agreement constitutes the entire agreement between the parties.

6.13 Severability. If any provision of this Agreement is declared unenforceable, then all other provisions of this Agreement will remain in effect.

6.14 No Indemnification. The parties agree that, except as provided in this Agreement, neither party shall have the right to seek indemnification or contribution from the other party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this Agreement.

6.15 Fines and Penalties. Each party is responsible for fiscal penalties, fines, or any other sanctions occasioned as a result of a finding that violations of any applicable local, state or federal law occurred as a result of that party's actions.

6.16 Exclusion of Incidental and Consequential Damages. Neither party is liable under this Agreement to the other party for any incidental, consequential, special, punitive, or exemplary damages of any kind –including lost profits, loss of business, mental anguish, emotional distress and/or attorney fees- as a result of a breach of any term of this Agreement.

6.17 All attachments referenced in this Agreement are incorporated in full to this Agreement by reference.

Signature page for the City of El Paso, Interlocal Agreement between the City of El Paso and the County of El Paso, Texas.

THE COUNTY OF EL PASO

Ricardo A. Samaniego, County Judge

ATTEST:

Delia Briones, County Clerk

APPROVED AS TO LEGAL FORM:

Erica Rosales
Assistant County Attorney

APPROVED AS TO CONTENT:

Sam Trujillo
Interim Director of Economic Development

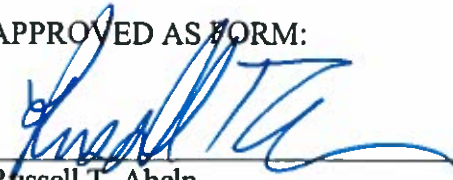
THE CITY OF EL PASO

Dee Margo, Mayor

ATTEST:

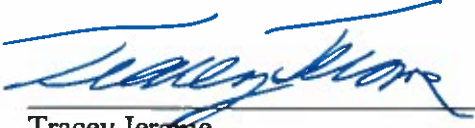
Laura D. Prine, City Clerk

APPROVED AS FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Tracey Jerome
Director of Museums and Cultural Affairs

EXHIBIT A

TAM 2019 Annual Meeting Project Budget (Estimate) - April 2-6, 2019

Expense Description	Budget Estimate 2019
Salaries	\$5,000.00
Office and Administration	
Administrative Expense	\$500.00
Consultant and Contract Labor	\$30,000.00
Design and Layout	\$1,500.00
Printing and Publications	\$4,000.00
Program	
Wilder Awards Expense	\$250.00
Speaker Expenses	\$10,000.00
Other Operating Expenses	
Travel	\$1,000.00
Catering and Facilities	\$40,000.00
Decorations	\$5,750.00
Annual Meeting Transportation	\$6,000.00
Audiovisual Expense	\$9,000.00
Annual Meeting Expenses	\$4,000.00
	\$117,000.00

Scope of Services:

The Texas Association of Museums annual conference comes to El Paso County in April 2019 for the first time in a decade. This year's theme, Inspired Places Inspire People aims to spotlight El Paso as "the largest US/Mexico border community with an active and vibrant bi-national population. Often described as 3 states (Texas, New Mexico, and Chihuahua, MX), 2 countries, 1 region, the Borderplex is rich with art, history, and cultural institutions that will offer a unique backdrop to explore how museums may be inspired by place and inspire people."

The four-day conference includes

- Extensive menu of scholarly lectures and keynote speakers
- Workshops and professional development opportunities,
- Breakout sessions,
- Special exhibits, and walking tours.
- Pre-conference, evening, and post-conference workshops
- Tours of local and regional museums and institutions
- Annual Meeting-regional organizations and group sessions