

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

DEPARTMENT: Economic and International Development

AGENDA DATE: CCA Regular December 17, 2019

CONTACT PERSON: Elizabeth Triggs, Assistant Director (915) 212-1619
triggsEK@elpasotexas.gov

DISTRICT(S) AFFECTED: All Districts

SUBJECT:

That the City Manager be authorized to sign a Professional Services Agreement ("PSA") between the City of El Paso and Cross-National Advisory Partners, LLC ("Contractor"), for Contractor to provide consulting services related to the City of El Paso's participation in Sister Cities International and other international programs. The PSA shall be for a term of six months. Contractor shall provide services in an amount not to exceed \$6,500.00 per month. In exchange, the City agrees to reimburse the Contractor's reasonable travel expenses.

BACKGROUND/DISCUSSION:

The purpose of this contract is to secure consulting services to aid in developing the City's Sister Cities Program and other international efforts, specifically to: 1) provide coordination services for the U.S.-Mexico Mayors' Summit to be hosted by the City in February; 2) provide support and coordination for the City's Youth Ambassador Program; 3) provide recommendations to develop the Sister Cities Program into the future; and 4) aid in international outreach for economic development projects.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

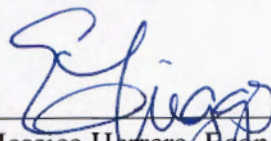
Funding is limited to reimbursement of reasonable travel expenses only. Source: 999-544050-9999-1000

BOARD/COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:


By: _____

Jessica Herrera, Economic & International Development

RESOLUTION

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

That the City Manager be authorized to sign a Professional Services Agreement (“PSA”) between the City of El Paso and Cross-National Advisory Partners, LLC (“Contractor”), for Contractor to provide consulting services related to the City of El Paso’s participation in Sister Cities International and other international programs. The PSA shall be for a term of six months. Contractor shall provide services in an amount not to exceed \$6,500.00 per month. In exchange, the City agrees to reimburse the Contractor’s reasonable travel expenses.

ADOPTED THIS _____ DAY OF _____ 2019.

THE CITY OF EL PASO


Dee Margo,
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Roberta Brito
Assistant City Attorney



for: Jessica Herrera, Director
Economic Development Department

STATE OF TEXAS)
)
) **PROFESSIONAL SERVICES AGREEMENT**
COUNTY OF EL PASO)

This Professional Services Agreement ("**Agreement**") is executed effective for all purposes as of the 1st day of January, 2020, ("**Effective Date**") by and between the **CITY OF EL PASO**, a Texas home-rule municipal corporation, ("**City**") and **CROSS-NATIONAL ADVISORY PARTNERS, LLC** ("**Contractor**"), a limited liability corporation authorized to do business in the State of Texas. Collectively, the City and the Contractor shall be referred to as the "**Parties**".

RECITALS

WHEREAS, pursuant to Section 252.022(a)(4) of the Texas Local Government Code a procurement for personal, professional or planning services are exempt from the competitive bid or proposal requirement; and

WHEREAS, the City desires to engage the Contractor to provide professional consulting services related to increasing investment opportunities within the City of El Paso ("**Consulting Services**"), as more fully described in **Exhibit "A"**, which is attached hereto and incorporated herein by reference as the "**Scope of Services**"; and,

WHEREAS, the Consulting Services to be provided pursuant to the Scope of Services are professional services requiring special knowledge, learning, and skills; and

WHEREAS, the Contractor possesses the knowledge, learning, and skills to perform these Consulting Services for the City and desires to perform these Consulting Services for the City.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Scope of Services.** The Contractor hereby agrees to provide the Consulting Services for the City as described in **Exhibit "A"**.
2. **Time of Performance.** The Contractor shall perform the Consulting Services for six (6) months commencing on the Effective Date of this Contract and ending on the 31st of July 2020 (the "**Contract Period**").
3. **Payment of Consulting Services.** The Contractor shall provide Consulting Services in an amount not to exceed \$6,500.00 per month. In exchange for Consulting Services, the City will reimburse Contractor for any reasonable and customary expenses related to any travel requested of the Contractor

by the City (i.e. airfare, mileage, rental cars, taxis, hotels, travel-related meals) in accordance with the City's travel policy.

4. **Invoices and Payments.** The Contractor shall provide a monthly report of services provided during each of the six months of the Agreement. Each monthly report shall be due to the City by the fifteenth day of the following month. The Contractor agrees that all invoices for reimbursement will include an itemized statement on Contractor letterhead for travel expenses incurred under this Agreement. The City agrees to pay the Contractor in accordance with Section 2251 of the Texas Government Code.

All reports and invoices shall be submitted to:

City of El Paso
Attn: Director, Economic & International Development
P.O. Box 1890
El Paso, TX 79901-1890

With electronic copy to: ED@elpasotexas.gov

5. **Fringe Benefits.** The City shall not provide fringe benefits to the Contractor.
6. **Location of Performance.** The Contractor shall perform the Consulting Services in San Antonio, Texas unless otherwise directed by the City Manager or designee.
7. **Independent Contractor Relationship.** Nothing herein shall be construed as creating a relationship of employer and employee between the parties hereto. The City shall not be subject to any obligations or liabilities of the Contractor incurred in its performance under this Contract.
8. **Insurance.** Contractor will provide proof of professional liability insurance (including errors and omissions) with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and excess/umbrella liability of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate to client. Contractor shall procure said insurance with a solvent insurance company authorized to do business in Texas. The policy shall name the Contractor and the City as insureds to the full amount of the policy limits. Such policy or certificate shall provide that the insurance cannot be canceled, modified or the amount of coverage changed without thirty (30) days prior written notice to the City, or ten (10) days prior written notice to the City for cancellation based on non-payment of insurance premiums. Contractor shall file a copy of the policy of insurance with the City. If the policy is not kept in full force and effect throughout the term of this agreement, this agreement shall automatically become void.
9. **INDEMNIFICATION. Contractor or its insurer will INDEMNIFY, defend and hold the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS**

AGREEMENT, even where such damage, injury, loss, illness, physical or mental impairment, loss of service, or death results from or involves NEGLIGENCE, or allegations of negligence on the part OF THE CITY, its officers, agents, or employees. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause. This provision survives the term of the Agreement.

10. **Governmental Function.** The parties agree the City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The Parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.
11. **No Third Party Beneficiaries.** This Agreement is entered for the benefit of the City and the Contractor only. No third party has any rights to enforce any obligations or rights under this Agreement.
12. **Modification of Agreement.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in a writing of equal dignity hereto. No evidence of any waiver or modification shall be offered or received in evidence of any proceeding arising between the Parties out of or affecting this Agreement, or the rights or obligations of the Parties under this Agreement, unless such waiver or modification is in writing of equal dignity hereto. The Parties further agree that the provisions of this Article cannot be waived.
13. **Ownership of Work Product.** It is understood by the Contractor that the materials produced and provided under this Agreement are the property of the City and shall be returned to them upon request.
14. **Auditing Records for the Specific Project.** The Contractor will make available to the City for inspection and copying all records which have a bearing on matters pertaining to the Scope of Services performed under this Agreement.
15. **Termination.** This Contract shall terminate at the end of the Contract Period or as otherwise agreed upon by the parties hereto in writing. Either party may terminate this Contract without cause after thirty (30) days written notice to the other party of the intention to terminate, or at any time by mutual agreement of the parties.

16. **Non-Appropriation of Funds.** If funds are not appropriated by the City to cover payment obligation(s) under this Agreement, then the City may terminate this Agreement. If the City terminates this Agreement under this provision, then the City is not obligated to make any payments described in this Agreement.
17. **Termination Not a Release.** Termination by either party is not a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party is not relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.
18. **Notices.** Any notices required under this Contract shall be sufficient if sent by certified mail, return receipt requested, postage prepaid, to the City or the Contractor, as the case may be, at the following addresses:

CITY: City of El Paso
Attn: Tomás González, City Manager
P.O. Box 1890
El Paso, Texas 79901-1890

COPY TO: City of El Paso
Attn: Cary Westin, Sr. Deputy City Manager
P.O. Box 1890
El Paso, Texas 79901-1890

COPY TO: City of El Paso
Attn: Director, Economic and International Development
P.O. Box 1890
El Paso, Texas 79901-1890

CONTRACTOR: Cross-National Advisory Partners
Attn: Jose Maria Gonzalez Lopez
1800 W. Commerce St.
San Antonio, Texas 78207

19. **Venue.** For purposes of determining the place of the Agreement and the law governing the same, it is agreed that the Agreement is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.
20. **Governing Law.** This Agreement is governed by Texas law.
21. **Compliance with Laws.** Contractor will comply with all applicable federal and state statutes, ordinances, administrative orders, rules or regulations, in addition to any local laws or ordinances

relating to its activities and performance under this contract and will procure all licenses and pay all fees or other charges as required, if applicable.

22. **Assignment.** This Agreement is binding on the City and the Contractor, and the Contractor's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.
23. **Waiver.** Failure by either party on one or more occasions to exercise one or more of its rights hereunder shall not be construed as a waiver of such right or rights, and rights granted hereunder are in addition to those available under law and equity.
24. **Severability.** Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity does not affect the remaining provisions of this Agreement.
25. **Confidentiality.** The City will handle all release of information obtained under this Agreement as required under the Texas Public Information Act. The Contractor agrees to the release of this Agreement pursuant to a request made under the Texas Public Information Act. This clause survives the completion or termination of this Agreement.
26. **Captions.** The captions of this Agreement are for information purposes only, and in no way affect the substantive terms or conditions of this Agreement.
27. **Authority to Contract.** The person signing this document on behalf of the Contractor warrants that he or she has been duly authorized to sign this Agreement on behalf of the Contractor and to bind the organization, its officers, agents and employees.
28. **Entire Agreement.** This Agreement constitutes the entire agreement by the Parties.

(Signature pages to follow)

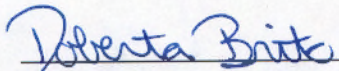
IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2019.

CITY OF EL PASO

Tomás González, City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Roberta Brito
Assistant City Attorney

Cary S. Westin, Sr. Deputy City Manager
Economic Development & Tourism

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the ____ day of _____, 2019, by _____, City of El Paso, Texas, on behalf of the City of El Paso, Texas.

Notary Public, State of Texas

My Commission Expires: |

(Signatures Continue on Following Page)

CONTRACTOR:

**CROSS-NATIONAL ADVISORY
PARTNERS LLC**

By: _____
Name: Jose Maria Gonzalez Lopez
Title: Co-founder & Partner

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2019, by Jose Maria Gonzalez Lopez, co-founder and partner, Cross-National Advisory Partners, LLC.

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EXHIBIT A
Scope of Services



December 2, 2019
San Antonio, Texas

**2020 Areas of Proposed Scope of Work
Prepared for City of El Paso**

U.S. – Mexico Summit Coordination & Follow up

- Logistics support and coordination
- Panel participant recommendations and support
- Fundraising support and introductions
- Event follow up to ensure continuity

Youth Ambassador Program 2020 & Beyond

Support and coordination with the following items:

- Coordination with Sister Cities International
- Timeline and deadlines synergies with COEP priorities
- Diplomatic and Official relations assistance
- Participants and program
- Partnerships and sponsorships

Sister Cities Program Revamp & Administration

- Review and report on current cities and status
- Administration recommendations for ongoing management
- Best practices learning sessions with 2-3 cities
- Future sister cities recommendations and management
- Local community support network development

International Outreach to Top Priority Countries

- Prioritization of top countries
- Establish and support calendar of inbound efforts
- Establish and support calendar of outbound efforts
- Coordinate logistics and support for annual El Paso to Mexico City (EPTX to CDMX)

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CONTRACTOR: Cross-National Advisory Partners
 Attn: Jose Maria Gonzalez Lopez
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28. **Entire Agreement**. This Agreement constitutes the entire agreement by the Parties.

(Signature pages to follow)

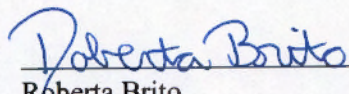
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CITY OF EL PASO

Tomás González, City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Roberta Brito
Assistant City Attorney

Cary S. Westin, Sr. Deputy City Manager
Economic Development & Tourism

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the ____ day of _____, 2019, by _____, City of El Paso, Texas, on behalf of the City of El Paso, Texas.

Notary Public, State of Texas

My Commission Expires:

(Signatures Continue on Following Page)

CONTRACTOR:

**CROSS-NATIONAL ADVISORY
PARTNERS LLC**

By: _____

Name: Jose Maria Gonzalez Lopez

Title: Co-founder & Partner

ACKNOWLEDGEMENT

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019, by Jose Maria Gonzalez Lopez, co-founder and partner, Cross-National Advisory Partners, LLC.

Notary Public, State of Texas

My Commission Expires:

EXHIBIT A
Scope of Services



December 2, 2019
San Antonio, Texas

**2020 Areas of Proposed Scope of Work
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- Administration recommendations for ongoing management
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- Future sister cities recommendations and management
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