

STATE OF TEXAS)
COUNTY OF EL PASO)

CULTURAL HERITAGE SOCIETY
HOT EVENT GRANT

This Service Agreement ("Agreement") is entered into by and between the County of El Paso, a political subdivision of the State of Texas, hereinafter referred to as "County", and the Cultural Heritage Society of the Camino Real de Tierra Adentro, a duly registered non-profit organization, hereinafter referred to as "Contractor." County and Contractor are sometimes referred to herein individually as a ("Party") and collectively as the ("Parties").

WHEREAS, the County wishes to engage the services of Contractor for the general promotion and tourist advertising of the County of El Paso and its vicinity to attract visitors, pursuant to Texas Tax Code Sections 352.1015 and 352.102(a)(2); and

WHEREAS, the County wishes to engage the services of Contractor to promote historical knowledge and a commemoration of our common heritage through local public celebrations known as the First Annual Binational History Conference: The History that Connects Us, to be held September 9 through September 12, 2021; and

WHEREAS, Contractor's annual budget, attached hereto as Exhibit B, is hereby approved; and

WHEREAS, Contractor, as an organization that operates a private museum and conducts activities regarding the historical significance of San Elizario is knowledgeable and capable of providing said services and related activities in El Paso County, Texas.

NOW THEREFORE, the Parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. Contractor shall promote the historical significance and commemorate El Paso County's heritage through the local public celebrations of the First Annual Binational History Conference. The budget for such services is attached as Exhibit A.

2. TIME OF PERFORMANCE BY CONTRACTOR. The services of Contractor shall be performed from September 9 through 12, 2021, regardless of the date of execution of this Agreement.

3. COMPENSATION AND METHOD OF PAYMENT.

a. The County will provide and reimburse Contractor in an amount not to exceed Twelve thousand 0/100 dollars (\$12,000). County will issue the event award upon execution of this agreement on a reimbursement basis for invoices that match the description of the services represented in Exhibit A.

b. Invoices shall be presented to the County's Economic Development Department Director, or his designee, verified by him as being authorized reimbursable expenditures pursuant to Section 4 incurred for the event to be held September 9, 2021 through September 12, 2021. Invoices not presented by October 30, 2021 shall not be

reimbursed pursuant to this Agreement. After the Economic Development Department has verified the invoices as authorized reimbursable expenditures, within his sole discretion, he shall present said invoices with his recommendation to the El Paso County Auditor ("Auditor") for payment. Payment shall be made within 30 days of receipt of all proper documentation to the Auditor.

c. Contractor shall submit itemized invoices, as described in Exhibit A, describing in detail the goods and services to be reimbursed for the Annual Binational History Conference. All invoices shall bear the letterhead of the person or company providing said goods or service and the cost of each service.

4. **AUTHORIZED REIMBURSABLE EXPENDITURES.** Authorized reimbursable expenditures shall be those expenditures that the County determines are reimbursable expenses as permitted under Texas Tax Code Sections 352.1015 and 352.102(a)(2). Authorized reimbursable expenses shall not include the general operating expenses of Contractor or any of its subcontractors.

5. **ADDITIONAL DUTIES OF CONTRACTOR.** Pursuant to Texas Tax Code Section 352.1015(a) - Contractor shall assume a fiduciary duty with respect to the hotel tax revenue received hereunder.

6. **LIMITATION ON USE OF FUNDS AND INDEMNIFICATION.** In the event that Contractor does not expend funds in the amount of Twelve Thousand dollars and 0/100 (\$12,000), as outlined in Section 4 of this Agreement for the Annual Binational Historic Conference, Contractor shall indemnify and reimburse the County for any and all funds received hereunder which are not spent in accordance with the terms of this Agreement.

7. **INDEPENDENT CONTRACTOR RELATIONSHIP.** Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The County shall not be subject to any obligations or liabilities of Contractor which may be incurred in the performance of this Agreement. Contractor expressly agrees to indemnify and hold harmless the County for any and all damages incurred by the County due to any breach of contract or negligent acts or omissions or other defalcations on the part of Contractor, its agents, members or employees.

8. **AVAILABILITY OF FUNDS.** Contractor understands and agrees that this Agreement is not binding on the County unless and until the funds to be paid by the County under this Agreement are included in and available for expenditure from the annual operating budget of the County. This fact may be certified to by the El Paso County Auditor pursuant to Texas Local Government Code Section 111.093(c).

9. **LAW GOVERNING AGREEMENT.** For the purpose of determining the place of the Agreement and the law governing the same, it is agreed that this contract 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.

10. COMPLETE AGREEMENT. This Agreement constitutes and expresses the entire agreement between the Parties hereto in reference to any of the matters herein provided for, all promises, representations and understandings relative thereto herein being merged.

11. NOTICE. Any notices required under this agreement shall be sufficient if sent by Certified Mail, Return Receipt Requested, at the following addresses:

COUNTY: El Paso County Judge
El Paso County Courthouse, Suite 301
500 E. San Antonio
El Paso, TX 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, Texas 79901

CONTRACTOR: Al Borrego, Director
Cultural Heritage Society
1501-C Main Street
San Elizario, TX 79849

SIGNATURE PAGE FOLLOWS

ATTEST:

THE COUNTY OF EL PASO

County Clerk


By_____
County Judge Ricardo Samaniego

Approved as to content:

By_____
Michael Hernandez, Director,
Economic Development Department

Al Borrego, Director
Cultural Heritage Society

APPROVED AS TO LEGAL FORM:



Assistant County Attorney

EXHIBIT A
CONFERENCE EVENT BUDGET

Promotion/Advertising	1500.00
Facility Rental, staffing and security	2000.00
Staging Equipment & Sound Rentals	1500.00
Entertainment/Specialized Talent	2000.00
Live Streaming/ Translation equipment/service	5000.00
Total	12,000.00

Authorized reimbursable expenses pursuant to Texas Tax Code Sections 352.1015 and 352.102(a)(2) as verified by the El Paso County Economic Development Department for the Annual Binational History Conference up to an amount not to exceed TWELVE THOUSAND AND 00/100 DOLLARS (\$12,000.00).

EXHIBIT B

Cultural Heritage Society of the Camino Real de Tierra Adentro

1501 Main Street, San Elizario Texas 79849

Organization Financial Snapshot

Fiscal Year: 2021 Start Month: 1

	Previous Year	Current Year	Upcoming Year
(Actual Projected)		Approved	Projected
Revenue	0	35,000	75,000
Expenses	0	34,500	70,000
Surplus/Deficit	0	500	5,000

Financial Information:

Earned Income	0	5,000
Private Support	0	5,000
Government Support	0	25,000

Project Expenses

Conference/Cultural Exposé	0	25,000
Billy the Kid Festival	0	3,000
Mission Trail Art Market	0	1,500
Community Event Support	0	5,000
		34,500