

STATE OF TEXAS)
COUNTY OF EL PASO)

TEXAS ECONOMIC DEVELOPMENT COUNCIL
HOT EVENT GRANT
AWARD AGREEMENT

This HOT Event Grant Award 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 Texas Economic Development Council, 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 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 El Paso as a destination for economic development and quality of life opportunities, in partnership with the City of El Paso and the Borderplex Alliance; and

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

WHEREAS, Contractor, as an organization that supports economic development throughout the state of Texas, and is knowledgeable and capable of providing the annual Team Texas Economic Summit, and related services and activities in El Paso County, Texas.

NOW THEREFORE, the Parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. Contractor shall deliver the annual TEDC Team Texas Economic Summit in El Paso August 23-25, 2021. The entire budget for such services is attached as Exhibit A.

2. TIME OF PERFORMANCE BY CONTRACTOR. The services of Contractor shall be performed from August 23 through 25, 2021, regardless of the date of execution of this Agreement.

3. COMPENSATION AND METHOD OF PAYMENT.

a. The County will provide Contractor an amount not to exceed Ten thousand 0/100 dollars (\$10,000) for services described in Exhibit A that are authorized reimbursable expenditures, as described in Section 4 below. For clarity, although Exhibit A provides the entire budget of the annual TEDC Team Texas Economic Summit, the County shall only provide Contractor an amount not to exceed Ten thousand 0/100 dollars (\$10,000). County will issue the event award upon execution of this agreement on as a means of securing the event.

b. Invoices shall bear the letterhead of the person or company providing said goods or service and the cost of the economic development conference.

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 Ten Thousand dollars and 0/100 (\$10,000), as outlined in Section 4 of this Agreement for the TEDC Team Texas Economic Summit, 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:

Samantha Brown, Executive Director
Texas Economic Development Council's Team Texas
1601 Rio Grande, Suite 455
Austin, TX 78701

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

Samantha Brown, Executive Director
Texas Economic Development Council's
Team Texas

APPROVED AS TO LEGAL FORM:

Assistant County Attorney

EXHIBIT A
ECONOMIC SUMMIT BUDGET

2021 Team Texas Economic Summit Budget

| | | Projected | Actual |
|-----------------------|---------------------|-----------------|-----------------|
| Revenue | | | |
| | Budget | \$27,500 | \$27,500 |
| | Sponsorship | \$30,000 | \$30,000 |
| Total Expenses | | \$57,500 | \$57,500 |
| Expenses | | | |
| | Consultant Connect | \$40,000 | \$40,000 |
| | Audio Visual | \$1,000 | PENDING |
| | Lunch | \$2,500 | PENDING |
| | Breaks | \$1,000 | PENDING |
| | Reception | \$2,000 | PENDING |
| | Dinner | \$3,500 | PENDING |
| | Breakfast | \$1,500 | PENDING |
| | Venue Rental | | PENDING |
| | Transportation | | PENDING |
| | Entertainment | | PENDING |
| | Floral Arrangements | | PENDING |
| | Gifts | \$2,000 | \$2,000 |
| | Printing | \$1,000 | PENDING |
| | Shipping | \$1,000 | \$400 |
| | Signage | \$1,000 | PENDING |
| | Supplies | | |
| | Staff Travel | \$2,500 | \$2,500 |
| Total Expenses | | \$59,000 | \$44,900 |
| Net Income | | -\$1,500 | \$12,600 |

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 TEDC Team Texas Economic Summit in an amount not to exceed Ten thousand 0/100 dollars (\$10,000)

EXHIBIT B

ORGANIZATIONAL BUDGET

Team Texas 2021 Draft Budget

| INCOME | 2021 Budget |
|---------------------|----------------------|
| Membership Dues | \$ 650,000.00 |
| Registration | \$ - |
| Sponsorship | \$ - |
| Interest Income | \$ - |
| Other Income | \$ - |
| TOTAL INCOME | \$ 650,000.00 |

| EXPENSES | 2021 Budget |
|---|----------------------|
| <i>Program Expenses</i> | |
| Tradeshows | |
| MDM West | \$ 28,000.00 |
| MRO | \$ 22,000.00 |
| SelectUSA | \$ 70,000.00 |
| IMTS | \$ 35,000.00 |
| FabTech | \$ 28,000.00 |
| Hospitality Events | |
| Texas Party Under the Stars | \$ 25,000.00 |
| Team Texas /TEDC Reception | \$ 10,000.00 |
| Marketing Missions | |
| Q1 Virtual | \$ 14,000.00 |
| Secondary Market | \$ 28,000.00 |
| Southeast | \$ 28,000.00 |
| West Coast | \$ 28,000.00 |
| Northeast | \$ 28,000.00 |
| Sponsorships | |
| IAMC | \$ 10,000.00 |
| Inbound Marketing | |
| Team Texas Site Consultant Summit | \$ 27,500.00 |
| Marketing Tools | |
| Digital Marketing/Website | \$ 15,000.00 |
| PR Contract | \$ 15,000.00 |
| Promotional & Marketing Materials | \$ 20,000.00 |
| Total Program Expenses | \$ 431,500.00 |
| <i>Operating Expenses</i> | |
| Professional Affiliations | \$ 3,000.00 |
| Organizational Development | \$ 16,000.00 |
| Office Equipment & Supplies | \$ 2,000.00 |
| Subscriptions | \$ 3,500.00 |
| Accounting/Merchant Fees | \$ 8,000.00 |
| Operations Contract with TEDC | \$ 55,000.00 |
| Administrative Salary, Taxes, Ins. & Retirement | \$ 131,000.00 |
| Total Operating Expenses | \$ 218,500.00 |
| TOTAL EXPENSES | \$ 650,000.00 |

| | | |
|------------------------------------|----|---|
| NET INCOME | \$ | - |
| Unrealized Gain/Loss on Investment | | |
| ADJUSTED NET INCOME | \$ | - |