STATE OF TEXAS)

COUNTY OF EL PASO)

HISTORIC SITE TOURIST PROMOTION AND PRESERVATION SERVICES AGREEMENT

This Historic Site Tourist Promotion and Preservation Services 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 San Elizario Genealogy and Historical Society, a Texas non-profit corporation, 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 tourist promotion of the Los Portales Museum ("Museum") and the Old County Jail ("Jail") located in the County of El Paso and to encourage, promote, and improve historical preservation and restoration, pursuant to Texas Tax Code Sections 352.102(a) and (b); and

WHEREAS, Contractor is knowledgeable and capable of providing said services and related activities in El Paso County, Texas; and

WHEREAS, Contractor's annual organizational budget, attached hereto as Exhibit A (Organizational Budget), is hereby approved and made a part hereof for all purposes;

WHEREAS, the Scope of Services, Evaluations and Tourism Tracking, Annual Goals and Strategic Planning shall be performed at Los Portales and Old County Jail Museums through the employment of qualified staff and graduate student interns.

NOW THEREFORE, the Parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. Contractor shall provide the programs and services identified in Exhibit C, attached hereto and made a part hereof for all purposes.

2. TIME OF PERFORMANCE BY CONTRACTOR. The services of Contractor shall be performed from October 1, 2021, through September 30, 2023 regardless of the date of execution of this Agreement.

3. COMPENSATION AND METHOD OF PAYMENT. The County will reimburse Contractor in an amount not to exceed One hundred eighty-nine thousand seven hundred seventy one dollars and 00/100 Dollars (\$189,771) for invoices presented to the El Paso County Economic Development Director or their designee and verified by him/her as being authorized reimbursable expenditures pursuant to Paragraph 4 incurred between October 1, 2021 and September 30, 2023. Invoices which are not presented by October 31, 2023 shall not be reimbursed pursuant to this Agreement. Contractor shall submit itemized invoices describing in detail the tourist promotion and historic preservation and restoration goods and services to be reimbursed. All invoices related to marketing and promotional advertising should be accompanied by a copy of the camera-ready ad. All invoices shall bear the letterhead of the person or company providing said goods or service and the cost and shall show that they are for goods and services provided to Contractor between October 1, 2021 and September 30, 2023. After the El Paso County Economic Development Director or their designee has verified the invoices as authorized reimbursable expenditures, within that representative's sole discretion, the representative shall present said invoices with a recommendation to the El Paso County Auditor for payment.

Payment shall be made within 30 days of presentation of authorized reimbursable expenses to the Office of Economic Development. Copies of the front of the checks relating to the invoices for which the County has issued payment are required to be submitted with the invoice at the time of the request for reimbursement. Contractor must supply copies of bank statements reflecting canceled checks on a trimester basis. Final reimbursement will be held until copy of bank statement for the last trimester is received and verified. Noncompliance with this requirement will result in a material breach of this Agreement and will disallow the Contractor to receive future consideration for county funding.

4. AUTHORIZED REIMBURSABLE EXPENDITURES. Authorized reimbursable expenditures shall be defined as labor and materials necessary to perform the scope of services as outlined in Contractor's Scope of Services (Exhibit C), and which are within the express budgeted line items of Contractor's budget (Exhibit B – Contractor's Agreement Line-Item Budget) as being eligible for reimbursement by the County. Authorized reimbursable expenses shall not include the general operating expenses of Contractor. Contractor will be responsible for the general maintenance of the building and grounds for both the Museum and Old County Jail. County will be responsible for the building maintenance and utilities of both the Museum and Jail.

5. ADDITIONAL DUTIES OF CONTRACTOR.

- A. Contractor shall assume a fiduciary duty with respect to the hotel tax revenue received hereunder, which cannot be used for personal gain.
- B. Contractor shall report at least by trimester to the EI Paso County Commissioners Court regarding the services performed and expenditures made by Contractor to date. Said report shall include the Performance Measures attached hereto as Exhibit D.
- C. Contractor will not make alterations to County property unless it receives prior authorization from the El Paso County Economic Development Department and County Public Works Director.
- D. County and Contractor will keep a maintenance log of all maintenance and repairs.
- E. Contractor will follow the direction of the El Paso County Economic Development Department Director or their designee, the County Public Works Director, and the

El Paso County Historical Commission regarding the content and costs of proposed alterations, exhibits, signage, and other changes related to the structural or historical aspects of the Museum and Jail. Should there be a conflict of any direction received by the Contractor from the parties mentioned above, the direction of the El Paso County Economic Development Department Director shall prevail.

F. Contractor will comply with federal and state law, including Subchapter I, Section 231.171 *et. seq.*, of the Texas Local Government Code, and the El Paso Mission Trail Area Zoning Regulations as established by Commissioners Court.

6. INSPECTION, INVENTORY, AND SAFETY DETERMINATION. The County Economic Development Director or their designee or the County Public Works Director will inspect and inventory County property within one month after the execution of this agreement, and again within one month after the Agreement expires. If the Parties agree to extend the term in writing, the Parties agree to conduct an annual inventory thereafter. The inspection shall consist of inventory County's buildings, furniture, fixtures, equipment, and consumable goods. The Parties agrees that the building, furniture, fixtures, equipment, and consumable goods are property of the County, regardless of how such inventory was obtained or gifted to the Contractor or the County for the Museum or Jail. Upon termination of the Agreement, Contractor shall surrender such building, furniture, fixtures, equipment, and consumable goods, and any replacements to County in good condition, normal wear and tear excepted.

Contractor will be responsible for any damages or loss that it caused, except for normal wear and tear. Contractor will not be responsible for any damages or loss that it did not cause.

7. LIMITATION ON USE OF FUNDS AND INDEMNIFICATION. Contractor shall expend said funds only for the purposes authorized in Texas Tax Code Sections 352.102(a)(2) and (3) and shall indemnify and reimburse the County for any and all County funds which are not spent in accordance with the terms of this Agreement and Texas Tax Code Sections 352.1 02(a)(2) and (3). All funds shall be expended in a manner directly enhancing and promoting tourism and the convention and hotel industry.

8. 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.

9. PROHIBITED USE. Notwithstanding anything to the contrary, Contractor is prohibited from using the Museum, Jail, and related amenities, including but not limited to the courtyard, kitchen, and restroom facilities ("Related Amenities") for any private events or public events that have not been preapproved by Economic Development Staff. Furthermore, Contractor is prohibited from accepting donations, gifts, or benefits for a third party's use of the Museum, Jail,

and Related Amenities. Contractor understands that the Museum, Jail, and Related Amenities are property of the County and are to be preserved and protected from private use and public use that is not authorized by the Economic Development Staff. Contractor shall promptly, upon demand, reimburse County for any additional costs to the County by reason of Contractor's failure to comply with the provisions of this section. These reimbursements to the County may include but are not limited to any use of the County's resources for the prohibited use of the Museum, Jail, and Related Amenities, and any damages caused to the Museum, Jail, and Related Amenities.

10. COUNTY EQUIPMENT PURCHASED FOR USE BY CONTRACTOR. The County will purchase equipment to be used by the Contractor at the Museum or Jail on a needed basis. All equipment purchased by the County will remain property of the County and added to the inventory list under paragraph 6 above. Contractor will inform the County during the County budget process or economic development department of any equipment needs and will be listed in Exhibit D (Performance Measures).

11. LOCKS AND KEYS. No party outside of County Economic Development, Public Works, and Facilities Staff, or Contracted Museum Staff may possess, or have access to at any time, keys, or sets of keys to the Los Portales Museum and related facilities, the Old County Jail, or any gates or grounds. A list of individuals with a key or sets of keys to the Museum, Jail, and related facilities is included in Exhibit E and will be reviewed and revised, if needed, at the time of inventory upon renewal or expiration of this Agreement. Duplication of any keys or sets of keys, or changing of any locks is strictly prohibited. Any replacement keys or sets of keys must be requested formally through Economic Development Staff and shall not be provided by anyone other than Economic Development Staff.

12. 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 EI Paso County Auditor pursuant to Texas Local Government Code Section 111.093(c).

13. LAW GOVERNING CONTRACT. For the purpose of determining the place of the Agreement and the law governing the same, it is agreed that the Agreement is entered into in the County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas.

14. TERMINATION. Either Party may terminate this Agreement upon sixty days written notice.

15. FORCE MAJEURE. Neither party shall be liable, other than to make payments due under this Agreement for failure or delay in performing the terms of this Agreement when caused by strike, lockout, riot, war, Act of God, insurrection, fire, storm, epidemic, interference by a government authority, or inability to obtain critical raw material. Any party must promptly deliver written notice of its inability to perform its obligations under this Agreement, and that notice must state all particulars of the force majeure. Any party

availing itself of this provision shall also deliver prompt notice when the force majeure condition ends.

The performance of any obligation suspended due to force majeure shall resume as soon as reasonably possible after the force majeure ends, and the duration of suspension shall not be considered as time expended for performance of any obligation under this Agreement.

16. 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.

17. 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 Economic Development Director El Paso County Courthouse 500 E. San Antonio, Ste. 312 El Paso, Texas 79901
- CONTRACTOR: Lillian Trujillo, Board President San Elizario Genealogy and Historical Society P.O. Box 1090 San Elizario, Texas 79849

IN WITNESS WHEREOF the Parties have executed this Agreement.

THE COUNTY OF EL PASO:

SAN ELIZARIO GENEALOGY AND HISTORICAL SOCIETY:

By:_____ Ricardo A. Samaniego, County Judge

By ______ Lillian Trujillo, Board President

Date:_____

Date: _____

APPROVED AS TO CONTENT:

By:_____ Economic Development Director 2021-0728

Exhibit A Organizational Budget San Elizario Genealogy and Historical Society 1521 San Elizario Road, San Elizario, TX 79849

Organization Financial Snapshot				
	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Projected 2023
Revenue:	\$ 90,054.54	\$ 95,278.64	\$163,913.90	\$145,486.20
Expenses:	\$ 88,298.00	\$ 85,797.48	\$160,213.90	\$141,786.20

REVENUE:				
Earned Income:	\$ 5,274.51	\$ 4,138.00	\$ 5,075.00	\$5,075.00
Grants & Fundraising:	\$ 30,014.49	\$ 24,022.52	\$ 25,485.00	\$25,485.00
El Paso County Services Contract:	\$ 53,669.02	\$ 59,778.92	\$ 125,953.90	\$107,526.20
Subtotal	\$88,958.02	\$87,939.44	\$ 156,513.90	\$138,086.20
Veterans Museum:	\$ 1,096.52	\$ 7,339.20	\$ 7,400.00	\$7,400.00
Total Revenue	\$90,054.54	\$95,278.64	\$163,913.90	\$145,486.20

EXPENSES:				
Los Portales/OC Jail: Advertising Insurance	\$	\$	\$ 125,953.90	
MaintenancePersonnelSupplies	48,549.38	51,437.23	¥ 120,000.00	\$107, 526.20
Annual Conference:	\$ 17,075.32	\$ 13,609.75	\$ 10,000.00	\$10,000.00
Founders Luncheon:	\$ 728.10	\$` 1,135.40	\$ 1,000.00	\$1,000.00
Luminaria/Posada Fest:	\$ 246.00	\$ 8,201.35	\$ 1,250.00	\$1,250.00
Gastronomy:	\$ 1,015.00	-	-	\$0.00
Cemetery:	\$ 5,716.00	\$ 3,195.00	\$ 3,500.00	\$3,500.00
Gift Shop Supplies:	\$ 428.50	\$ 75.00	\$ 400.00	\$400.00

Other Grant Expense:	\$ 3,835.00	\$ 184.70	\$ 9,600.00	\$9,600.00
Office Equipment & Supplies:	\$ 1,898.04	\$ 981.75	\$ 1,750.00	\$1,750.00
Miscellaneous:	\$ 1,268.19	\$ 1,725.47	\$ 1,460.00	\$1,460.00
Signage:	\$ 6,843.87	-	-	\$0.00
Subtotal	\$87,603.40	\$80,545.65	\$154,913.90	\$136,486.20
Veterans Museum:	\$ 694.60	\$ 5,251.83	\$ 5,300.00	\$5,300.00
Total Expenses:	\$88,298.00	\$85,797.48	\$160,213.90	\$141,786.20

EXHIBIT B
Contractor's Agreement Line Item Budget

Agreement Line Item Budget			
Fiscal Year 2021-2022			
Museum Personnel:	\$	53,366.00	
• Museum Director (\$16/hr; 1.8.21: 18/hr x 24 hours per week)	\$	15,489.00	
• Assistant Director (\$14.hr; 1.8.21: \$17/hr x 24 hours per week)	\$	12,170.00	
• 2 Docents (\$12/hr; 18.21: 13/hr X 20 hours per week) plus events	\$	13,996.00	
 Architectural Preservation Intern (\$15/hr; 1.8.22: \$16/hr x 20 hours per week) 	\$	9,711.00	
	\$		
Special Event Staffing-not to exceed	\$	2,000.00	
 Receptionist (\$7.25/hr x 24 hours per week) Total paid by AARP: \$9,041.04 	\$	-	
 Groundskeeper (\$7.25/hr x 24 hours per week) Total paid by AARP: \$9,041.04 	\$	-	
 Housekeeper (\$7.25/hr x 24 hours per week) Total paid by AARP: \$9,041.04 		-	
• SEGHS Volunteers (minimum 6 volunteers) total 30 hours per week		-	
Supplies:	\$	6,000.00	
Postage:		800.00	
Advertising:		11,000.00	
Liability Insurance:		568.00	
Maintenance & Repair:		5,500.00	
TOTAL:	\$	77,234.00	

Agreement Line Item Budget					
Fiscal Year 2022-2023					
Museum Personnel:	\$	88,669.00			
Museum Director (\$18/hr x 29 hours per week) plus events	\$	29,221.00			
• Assistant Director (\$17/hr x 24 hours per week) plus events	\$	22,839.00			
• 2 Docents (\$13/hr X 20 hours per week) plus events	\$	29,109.00			
Special Event Staffing-not to exceed	\$	7,500.00			
 Receptionist (\$7.25/hr x 24 hours per week) Total paid by AARP: \$9,041.04 	\$	-			
 Groundskeeper (\$7.25/hr x 24 hours per week) Total paid by AARP: \$9,041.04 	\$	-			
 Housekeeper (\$7.25/hr x 24 hours per week) Total paid by AARP: \$9,041.04 	\$	-			
• SEGHS Volunteers (minimum 6 volunteers) total 30 hours per week		-			
Supplies:	\$	6,000.00			
Postage:	\$	800.00			
Advertising:		10,500.00			
Liability Insurance:		568.00			
Maintenance & Repair:	\$	6,000.00			
TOTAL:	\$	112,537.00			

EXHIBIT C SCOPE OF SERVICES

The San Elizario Genealogy and Historical Society oversees the Old County Jail and a Tourist/Genealogy/Historical Information Center at the Los Portales Museum. These facilities convey a deeper understanding of the historical significance of San Elizario and instill local pride and encourage the preservation of historical buildings and sites. As part of the general operations, the San Elizario Genealogy and Historical Society aims to:

1. Maintain and enhance genealogy and historical exhibits at the Los Portales and Old County Jail museums and equip our facilities with period furnishings and appropriate exhibit collections.

2. Engage in quarterly evaluation and strategic planning with community partners and Museum Advisory Group for the purpose of establishing short term and long-term goals and objectives for continued growth and expansion of Los Portales and Old County Jail operations and programming. Evaluation should be formatted to ensure maximum impact and community engagement.

3. Create new and intriguing exhibits that will attract diverse visitors. These exhibits will focus on the San Elizario community and history and will be thoroughly researched by a team of qualified personnel and UTEP History and Texas Tech School of Architecture interns.

4. Present diverse stories and invite the community to participate in the preservation of family, cultural and architectural history.

5. Provide information and conduct tours of the San Elizario Historic District, as designated by the National Park Service.

6. Open Los Portales and Old County Jail museums Tuesday through Sunday, and during large scale special events, using staff and community volunteers, and in compliance with Section 9 of the Agreement. General hours of operation for both sites are Tuesday, Wednesday, and Thursdays from 12pm-6pm. Friday, Saturday, and Sunday, 10am to 6pm.

7. Host and promote monthly programming that will foment San Elizario's historical and heritage appreciation. Our events will include but not be limited to:

- Historical lectures by professional historians and museum professionals.
- Oral history workshops, to be held once every 6 months on average.
- Events that will bring in revenue, such as adobe and art workshops focused on local heritage.
- Special museum hours tied in with events that will promote Los Portales Museum and Old County Jail Museum and appeal to new demographics. (ie; Museum after hours events, ghost tours)
- Culturally relevant events, such as Dia de Los Muertos, Christmas Luminaria festival and other community outreach programs.

8. Provide genealogical research services for the local families, including the collecting and archiving of oral histories, family tree information, and historical pictures. Make research readily available to the community by digitizing the information. The purpose of which will help support the mission of the San Elizario Genealogy and Historical Society.

9. To establish an oral history program in accordance with the Texas Humanities 2021 Relief Grant. Services given through this program will include the planning, recording, and archiving of oral histories provided by members of the San Elizario community. The oral histories collected will be used for historical and genealogical research by community members and for the enrichment of the Los Portales Museum and Old County Jail public history programming.

10. Promote historic preservation though the appreciation of San Elizario's adobe architecture and cultural sites.

11. Work in collaboration with municipalities, non-profit organizations, and Historical Commissions to promote historical and cultural sites in San Elizario and contiguous areas for the purpose of developing and sustaining heritage tourism.

12. Partner with higher educational institutions as well as public and private school districts to provide guided tours, field trips, and activities to students. This will be marketed to communities within El Paso County and throughout the region.

13. Provide volunteer, community service and internship opportunities to members of the San Elizario Community and El Paso County area.

14. Utilize the advertising budget to advertise, market and promote the Old County Jail and Los Portales Museum. All advertising must take place outside the boundaries of El Paso County to directly enhance and promote tourism and the convention and hotel industry, pursuant to Texas Tax Code, Section 352.1015(e).

EXHIBIT D PERFORMANCE MEASURES FY 2021-2023 SAN ELIZARIO GENEALOGY AND HISTORICAL SOCIETY PROGRESS REPORT FORM

Reporting Period: October 1, 2021-September 30, 2023. One report per facility is due at the end of each three-month period, totaling four times per fiscal year.

First report should include a list of a minimum of three achievable goals or objectives for the year-outside of the general scope of work and expectations. Final report should include the outcomes or progress made towards the goals and/or objectives.

Please be sure to attach the following:

- Samples of any digital or print marketing campaign ads, newsletters, local media articles or interviews, event programs, educational materials, and brochures capturing activity and developments taking place during the reporting period.
- Tourism tracking spreadsheet reflecting visitation by zip code. Include year to date totals.
- Special event attendance. Include both events organized by SEGHs and those organized by the community. Include local and out of town audience attendance as possible.

Goals:

- Social media engagement will be tracked to reach a goal of 1,000 Facebook Likes and Instagram Followers by the end of the 2021 2023 fiscal year.
- Website engagement will be monitored to reach a goal of 2,000 hits by the end of the 2021-2023 Fiscal Year.
- Establish an online store marketing the Museums through our official website and secure a total of 50 orders by the end of the 2021-2023 Fiscal Year.

Performance Measure	Number	Noteworthy Details or Description
Number of Volunteers		
Total Volunteer Hours		
Total Number of days and hours of operation		
Number of local tourists		
Number of out of town tourists		
Number of tours		

Number of revenue generating proposals, events and fundraisers.	List of events and Proposals:
Community partnerships and leveraging of resources	Please provide examples:

EXHIBIT E MUSEUM CURATION POLICY

Any and all items procured, gifted, obtained, donated or in any way acquired for Los Portales or the Old County Jail Museums and Visitors Center remain the property of the Museums (the County)

A process for curation, conservation, and inventory will be established by the County within 30 days of the execution of this Agreement and followed by the Contractor. The County has provided some examples of curation policies, but is not limited to these examples.

Examples:

MET Museum, NY:

chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.metmuseum.org/-/media/files/about-the-met/policies-and-documents/collections-managementpolicy/Collections-Management-Policy-3.2.2021.pdf

American Alliance of Museums:

chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.aam-us.org/wp-content/uploads/2018/01/developing-a-cmp-final.pdf

https://www.aam-us.org/programs/ethics-standards-and-professional-practices/collectionsmanagement-policy/

Getty Museum: Chromeextension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.getty.edu/about/governance/pdf s/acquisitions_policy.pdf

Museum of the City of New York:

chrome-

extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.mcny.org/sites/default/files/202 0-07/MCNYCollectionsManagmentPolicy2020.pdf

EXHIBIT F COUNTY AND MUSEUM STAFF FACILITY KEYS

HISTORIC DISTRICT GROUNDS

- Gates
 - County Staff
 - Economic Development
 - Facilities
 - Parks
 - Public Works
 - Los Portales Museum Staff
 - Oscar Navarro, Museum Director
 - Ariadna Velez, Museum Assistant Director
- Utility Box

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- o County Staff
 - Economic Development
 - Facilities
 - Parks
 - Public Works
- Los Portales Museum Staff
 - Oscar Navarro, Museum Director
 - Ariadna Velez, Museum Assistant Director

LOS PORTALES MUSEUM GROUNDS

- Gates
 - o County Staff
 - Economic Development
 - Facilities
 - Parks
 - Public Works
 - Los Portales Museum Staff
 - Oscar Navarro, Museum Director
 - Ariadna Velez, Museum Assistant Director
 - Kitchen, Courtyard,
 - County Staff
 - Economic Development
 - Facilities
 - Parks
 - Public Works
 - o Los Portales Museum Staff
 - Lillian Trujillo, President-San Elizario Genealogy and Historical Society
 - Oscar Navarro, Museum Director
 - Ariadna Velez, Museum Assistant Director

- Restroom Facilities
 - County Staff
 - Economic Development
 - Facilities
 - Parks
 - Public Works
 - Los Portales Museum Staff
 - Lillian Trujillo, President-San Elizario Genealogy and Historical Society
 - Oscar Navarro, Museum Director
 - Ariadna Velez, Museum Assistant Director
- Los Portales Museum

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- County Staff
 - Economic Development
 - Facilities
 - Parks
 - Public Works
- Los Portales Museum Staff
 - Lillian Trujillo, President-San Elizario Genealogy and Historical Society
 - Oscar Navarro, Museum Director
 - Ariadna Velez, Museum Assistant Director

OLD COUNTY JAIL

- County Staff
 - Economic Development
 - o Facilities
 - o Parks
 - Public Works
- Museum Staff
 - Lillian Trujillo, President-San Elizario Genealogy and Historical Society
 - o Oscar Navarro, Los Portales Museum Director
 - o Ariadna Velez, Museum Assistant Director