

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: 

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

RESOLUTION

WHEREAS, the Mexican American Cultural Center, which celebrates the dynamic traditions and resiliency of border cultures through vibrant art experiences and creative engagement, opened on March 22, 2025; and

WHEREAS, the El Paso Community Foundation is a 501 (c)(3) nonprofit corporation located in the City of El Paso (“Foundation”); and

WHEREAS, the City of El Paso and the Foundation entered into a 5-year agreement (“Agreement”) on February 17, 2025 in order for the Foundation to help support the education and programming at the Mexican American Cultural Center; and

WHEREAS, the amount of support by the El Paso Community Foundation has generously approached the limit of City Manager authority per Ordinance 016736; and

WHEREAS, in order to continue to promote the Mexican American Cultural Center through this Agreement, City Council approval is required.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. That City Council authorizes the Agreement between the City and the El Paso Community Foundation included here as Attachment “A.”
2. That City Council authorizes the City Manager to administer and effectuate any budget transfers throughout the term of the Agreement for purposes of fulfilling this Agreement.

APPROVED this _____ day of _____ 2025.

(Signatures on Following Page)

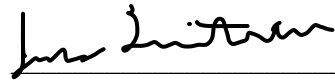
CITY OF EL PASO:

Renard U. Johnson, Mayor

ATTEST:

Laura Prine
City Clerk

APPROVED AS TO FORM:



Jesus A. Quintanilla
Assistant City Attorney

APPROVED AS TO CONTENT:



Ben Fyffe, Managing Director
Quality of Life

AGREEMENT REGARDING MUTUAL COOPERATION

THIS AGREEMENT REGARDING MUTUAL COOPERATION (this "Agreement") is entered into on February 17, 2025 (the "Effective Date") by and between the CITY OF EL PASO, a home rule municipality (the "City"), and EL PASO COMMUNITY FOUNDATION ("EPCF"), a non-profit corporation in El Paso, Texas (collectively, the "Parties").

WHEREAS, the City is developing the Mexican American Cultural Center (the "Center"), which will provide El Paso residents and visitors with a dynamic space for the creation, exhibition and celebration of Mexican American art and culture. The Center will be co-located at the El Paso Main Library in the heart of the El Paso Downtown Arts District;

WHEREAS, EPCF has agreed to support the Center and otherwise assist in educating the public regarding the current and historic contributions of the Mexican American community in the El Paso region;

WHEREAS, the City and EPCF wish to cooperate to assist the development of the Center and to otherwise promote and benefit the Center; and

WHEREAS, in order to better accomplish the goals listed above, it will be beneficial for all parties to outline their goals and objectives as described herein.

NOW, THEREFORE, the City and EPCF agree as follows:

1. Initial Term and Automatic Renewals. Unless terminated sooner as provided in this Agreement, the term of this Agreement shall be for a period of five (5) years from the Effective Date (the "Term") and shall automatically renew for successive additional one (1) year periods unless either party provides notice to the other of their decision not to renew at least sixty (60) days prior to the expiration of any Term.

2. Agreements by EPCF. Until the expiration of the Term of this Agreement or its earlier termination, EPCF hereby agrees to use commercially reasonable efforts to:

- a.** Coordinate with the City to promote programing initiatives and projects of the Center;
- b.** Provide a not-for-profit vehicle for gifts from private and other donors for the benefit of the Center;
- c.** Work with the City to raise funds for the benefit of the Center; and
- d.** Work with the City and Center staff on annual priorities for development of the Center and for community outreach.

Notwithstanding any of the foregoing to the contrary, in no event shall EPCF be required to take any action or refrain from taking any action that may, in EPCF's sole discretion, cause EPCF to be in violation of applicable Internal Revenue Code rules or regulations or other applicable law.

3. Agreements of the City and the Center. Until the expiration of the Term of this Agreement or the earlier termination thereof, the City agrees to use commercially reasonable efforts to:

- a.** Allow EPCF to use any creative design, logos, photography or other intellectual property and business or branding, which may be owned by the City, the Center or its agents or assignees for purposes of continuity and association between the City, the Center and EPCF; and
- b.** Coordinate with EPCF to raise funds for the benefit of the Center.

To EPCF:

El Paso Community Foundation
Attn: Eric Pearson, President
333 N. Oregon, 2nd Floor
El Paso, Texas 79901

8. Modification of this Agreement. This Agreement may be modified only by written agreement by the Parties.

9. Assignment. The Parties may not assign any obligations or rights under this Agreement without the express written consent of the other Party.

10. No Joint Enterprise. This Agreement does not create any joint enterprise between the Parties.

11. Independent Contractors. The City and EPCF are independent legal entities. Nothing in this Agreement creates the relationship of employer and employee, 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 EPCF 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.

12. 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.

13. Expenditures. Each Party to this Agreement is responsible for the costs associated with such Party's exercise of any rights or performance of any duties under this Agreement.

14. Complete Agreement. This Agreement constitutes and expresses the entire agreement between the Parties hereto in reference to the services and agreements herein described.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute one and the same agreement. Delivery of an executed counterpart to this Agreement by .pdf attachment, through electronic mail or other digital or electronic means shall be effective as an original.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

17. Severability. If a court of competent jurisdiction finds any term of this Agreement to be illegal, invalid, or unenforceable, such term shall be excluded to the extent of such illegality, invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the illegal, invalid or unenforceable term shall be deemed replaced by a term that is legal, valid and enforceable and that comes closest to expressing the intention of such illegal, invalid or unenforceable term.

(Signatures on Following Page.)

El Paso Community Foundation
City of El Paso
MOU – Mexican American Cultural Center

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as
of February 17, 2025.

CITY OF EL PASO:

By: Ellen Smyth for
Name: Dionne Mack
Its: City Manager

APPROVED AS TO CONTENT:

By: 
Name: Ben Fyffe
Its: Managing Director, Quality of Life

APPROVED AS TO FORM:

By: 
Name: Jesus Quintanilla
Its: Assistant City Attorney

EL PASO COMMUNITY FOUNDATION

By: 
Eric Pearson
Its: President