# 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:          |               |
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| SUBGOAL:                 |               |
| SUBJECT:                 |               |

| BACKGROUND / DISCUSSION:                      |   |
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| DEPARTMENT HEAD:                              |   |
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(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

#### RESOLUTION

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

That the City Manager is authorized to sign a Memorandum of Understanding by and between the CITY OF EL PASO (the "CITY OF EL PASO"), and the Confederation of National Chambers of Commerce, Services, and Tourism of the United Mexican States, CONCANACO SERVYTUR MÉXICO ("CONCANACO SERVYTUR"), a public-interest institution, autonomous and endowed with its own legal status and assets in México (collectively, the "Parties") to establish a framework for cooperation and promote trade and investment opportunities through the promotion of goods, services, projects, and dialogue spaces by implementing strategies that ensure the successful execution of specific actions for a term of two (2) years.

| APPROVED by the City Council of El Paso on this | day of2025.                            |
|---|--|
|   | THE CITY OF EL PASO, TEXAS:            |
|   | Renard U. Johnson<br>Mayor             |
| ATTEST:   |  |
| Laura D. Prine<br>City Clerk                    |  |
| APPROVED AS TO FORM:                            | APPROVED AS TO CONTENT:                |
|   | My My                                  |
| Oscar Gomez                                     | Karina Brasgalla, Interim Director     |
| Assistant City Attorney                         | Economic and International Development |

## **Memorandum of Understanding**

Between the Confederation of National Chambers of Commerce, Services, and Tourism of the United Mexican States and the City of El Paso

### PARTIES PRESENT:

The Confederation of National Chambers of Commerce, Services, and Tourism of the United Mexican States, CONCANACO SERVYTUR MÉXICO ("CONCANACO SERVYTUR") is a public-interest institution, autonomous and endowed with its own legal status and assets. It is distinguished by its unwavering commitment to the development and unity of the Commerce, Services, and Tourism sectors, promoting competitive efficiency and strengthening its public image. It represents the largest business organization in Mexico, encompassing 258 Chambers and 5.2 million businesses, representing 60% of formal employment and 64% of Mexico's Gross Domestic Product ("GDP"). Its serves as the official advisory body to the Federal Government, established by law, ensures a strong voice in policy formulation affecting these three sectors. The Confederation facilitates the creation of global business opportunities through its national network of affiliated Chambers, collaborating inclusively and cooperatively with strategic partners such as the Federal Government, State Governments, Multilateral Organizations, Academia, Embassies, and Binational Chambers.

The City of El Paso through its Economic and International Development Department ("CITY OF EL PASO"), is a public institution committed to fostering sustainable economic growth, enhancing the region's international standing, and consolidating the El Paso Region as a key hub for investment, innovation, and binational collaboration. The CITY OF EL PASO leads initiatives and public policies that strengthen the business environment, promote investment attraction, improve quality of life in the city, and expand opportunities for international trade. Its integrative approach connects public, private, and academic sectors, as well as international organizations, to generate partnerships that bolster regional development. The CITY OF EL PASO through its Economic and International Department acts as a bridge between the City of El Paso and the world, ensuring El Paso has a strong and active voice in the global economic agenda.

NOW, THEREFORE, the CONCANACO SERVYTUR and the CITY OF EL PASO (Each a "Party" and collectively, the "Parties") agree as follows:

## **Section 1: PURPOSE**

This Memorandum of Understanding ("MOU") is intended to establish a framework for cooperation between CONCANACO SERVYTUR and the CITY OF EL PASO to promote trade and investment opportunities through the promotion of goods, services, projects, and dialogue spaces by implementing strategies that ensure the successful execution of specific actions. This MOU does not constitute a legally binding or

enforceable agreement or commitment on either CONCANACO SERVYTUR or the CITY OF EL PASO

### **Section 2: SCOPE OF APPLICATION**

Both Parties mutually agree to develop this cooperation under the proposed framework, implementing the following actions:

## Commitments by CONCANACO SERVYTUR and THE CITY OF EL PASO

Technical support for investment and site selection:

Both Parties agree to offer technical assistance regarding site selection and facility expansion for El Paso-based companies in Mexico and Mexican companies in El Paso, under the International Transition Assistance Program.

Workshops on Regulations:

Both Parties agree to facilitate training for companies—Mexican companies registered with CONCANACO SERVYTUR and companies in El Paso—to understand licensing, permits, and regulatory processes necessary to operate in our cities.

Innovation and Entrepreneurship:

Both Parties agree to promote connections with incubators, accelerators, and innovation centers in their respective cities. El Paso has the support of the Business One Stop Shop (BOSS) Program to carry out these activities.

Both Parties will coordinate the execution of events and training focused on innovation, technology adoption, and entrepreneurship.

Cross-Border Business Development:

Both Parties agree to coordinate the organization of joint trade fairs and forums/events to facilitate connections between companies on both sides of the border and with our respective cities.

Both Parties agree to coordinate the organization of workshops on export/import procedures and cross-border logistics, as well as how to address trade regulations and tariffs between the U.S. and Mexico.

Industry Collaboration:

Both Parties commit to organizing roundtables and strategic sessions on mutually interesting sectors to coordinate joint actions.

Both Parties commit to sharing studies, reports, and analyses conducted by either party in order to identify opportunities and improvements for cross-border trade and areas of investment.

#### Clause 3: ADDRESS AND NOTIFICATIONS

All communications between the CITY OF EL PASO and CONCANACO SERVYTUR related to this agreement will be made in writing or by electronic means, in both English and Spanish. Communications between the monitoring committees will be conducted through written documents or electronic means.

For communication and notification purposes, the Parties designate the following addresses:

CITY OF EL PASO: Dionne Mack, City Manager

P.O. Box 1890 El Paso, Texas 79901

**COPY TO:** Economic and International Development Department

123 Mills Avenue, Suite 111

El Paso, Texas 79901

## **CONCANACO SERVYTUR:**

Contact Person: DR. FABIÁN OCTAVIO DE LA TORRE

DE STÉFFANO Title: President

Address: Balderas #144, Colonia Centro Cuauhtémoc, Postal

Code 06070, Cuauhtémoc, Mexico City, Mexico

Any change of address must be notified in writing to the other signatory; otherwise, notifications made to the above addresses will remain valid.

## **Clause 4: ADMINISTRATION AND MONITORING**

For the administration and monitoring of this MOU, the following representatives are designated:

## City of El Paso:

Economic and International Development Department 123 Mills Avenue, Suite 111 El Paso, Texas 79901 ED@elpasotexas.gov

### **CONCANACO SERVYTUR:**

Contact Person: DR. FABIÁN OCTAVIO DE LA TORRE

DE STÉFFANO Title: President

Address: Balderas #144, Colonia Centro Cuauhtémoc, Postal

Code 06070, Cuauhtémoc, Mexico City, Mexico

On behalf of the CITY OF EL PASO: Ms. ADRIANA PULECIO, International Business and Trade Development Manager of the Department of Economic and International Development of EL PASO.

On behalf of CONCANACO SERVYTUR: Mr. FRANCISCO CASTRO, General Director, or his duly designated representative.

Each Party will designate a Collaboration Agreement Administrator responsible for ensuring the proper and timely execution of the commitments derived from this instrument. An annual report detailing the objectives and goals achieved under this collaboration agreement will be presented to the senior authorities of both institutions.

## **Clause 5: RESOURCES AND FUNDING**

Each Party will be responsible for the resources and funds necessary to fulfill their respective responsibilities unless otherwise agreed in writing. Unless otherwise determined, each Party shall bear the costs and expenses incurred in participating in the activities under this agreement. Each Party's ability to participate in activities under this agreement is subject to the availability of funds, personnel, and other resources, without this implying any financial obligation by either Party.

## **Clause 6: CONFIDENTIALITY**

Both Parties agree to maintain the confidentiality of all information and documentation shared during the term of this agreement, except when disclosure is required by law or explicitly authorized by the other Party.

### **Clause 7: DURATION OF THE AGREEMENT**

This MOU shall enter into force upon signature by the authorized representatives of both Parties and shall remain in effect for two (2) years, unless terminated earlier by either Party. The MOU may be renewed by mutual written agreement. Either Party may terminate this MOU by providing written notice to the other Party at least two (2) months in advance.

#### Clause 8: DISPUTE RESOLUTION

In case of disagreement regarding the application or interpretation of this MOU, the Parties will make their best efforts to resolve it promptly and amicably through direct consultations. If the disagreement is not resolved within thirty (30) days from the date one Party notifies the other of the nature of the issue and the proposed corrective measures, it will be addressed through dialogue between the Parties. Each Party will consider any proposal made by the other Party to resolve the matter fully and fairly. Each Party is solely responsible for its own acts under this MOU to the extent permitted under the laws of the State of Texas.

## **Clause 9: AMENDMENTS**

Any modification to this collaboration agreement must be notified at least thirty (30) calendar days in advance, in writing, and signed by both Parties.

#### Clause 10: ACCEPTANCE

The Parties expressly and fully accept the terms and conditions established in this legal instrument, as it has been drafted in the best interest of the institutions they represent. They declare agreement with the content of each and every section of this document. As legal proof and in accordance with the foregoing, this instrument is signed by the CITY MANAGER, or DESIGNEE, from CITY OF EL PASO, and DR. FABIÁN OCTAVIO DE LA TORRE DE STÉFFANO, President of CONCANACO SERVYTUR MÉXICO, on the \_\_\_\_ day of the month of \_\_\_\_\_, 2025, in two original copies, both texts being equally authentic.

(Signatures Begin of Following Page)

| IN WITNESS WHEREOF, the parties have, 20                 | ve executed this Agreement on this                                 | day o |
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|  | CITY OF EL PASO:   |       |
|  | citi of Elimoo.  |       |
|  | Dionne Mack<br>City Manager  |       |
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| APPROVED AS TO FORM:                                     | APPROVED AS TO CONTENT:  |       |
|  | W/Zy   |       |
| Oscar Gomez<br>Assistant City Attorney                   | Karina Brasgalia, Director<br>Economic & International Development |       |
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| CONCANACO SERVYTUR MÉXICO:                               |  |       |
| Dr. Fabián Octavio de la Torre de Stéffano,<br>President |  |       |