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## RESOLUTION

**WHEREAS**, the City of El Paso ("City") and the Paso del Norte Community Foundation ("PdN") recognize the importance of federal and state grant opportunities for funding the development and construction of trails, corridor improvements, transportation, civic spaces, and public facilities.

**WHEREAS**, the parties recognize that such grant opportunities benefit both parties, as well as the residents and visitors of the El Paso region.

**WHEREAS**, the City and PdN wish to collaborate to develop a strategy to apply for grant opportunities, to plan and write grant applications, and to develop and implement public outreach.

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

**THAT** the City Manager be authorized to sign a Memorandum of Understanding between the City and PdN to collaborate on securing grant opportunities related to trails, corridor improvements, transportation, civic spaces, and public facilities, wherein PdN will coordinate public outreach, including writing certain grant proposals, and the City will reimburse costs in an amount not to exceed \$260,000.00 over the two-year term of this Memorandum of Understanding.

**APPROVED** this 13<sup>th</sup> day of December 2022.



**THE CITY OF EL PASO:**

Handwritten signature of Oscar Leeser in blue ink.

Oscar Leeser  
Mayor

**ATTEST:**

Handwritten signature of Laura D. Prine in blue ink.

Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

Handwritten signature of Roberta Brito in blue ink.

Roberta Brito  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

Handwritten signature of Yvette Hernandez in blue ink.

for Yvette Hernandez, P.E., City Engineer  
Capital Improvement Department

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**MEMORANDUM OF UNDERSTANDING**  
**Between the City of El Paso and**  
**the Paso del Norte Community Foundation**

This Memorandum of Understanding (“**MOU**”) is entered into between the Paso del Norte Community Foundation, a Texas nonprofit corporation (“**PdN**”), and the City of El Paso, a Texas home rule municipal corporation (the “**City**”). PdN and the City shall collectively be referred to as the “**Parties**,” and individually referred to as a “**Party**.”

The Parties enter this MOU as follows:

**1. PURPOSE.**

The Parties recognize the importance of federal and state funding opportunities in order to develop and construct projects of mutual interest within the City of El Paso. The Parties recognize that such funding and project opportunities benefit both Parties, as well as the residents and visitors in the region. With this in mind, the City and PdN wish to collaborate to develop a strategy to apply for grant opportunities, plan and write grant applications, and develop and implement a public outreach plan, both pre-application and post-award.

**2. PROJECTS.**

The Parties’ collaboration on the planning, development, and implementation of trails, corridor improvements, transportation, civic spaces, and public facilities shall be referred to as the “**Project**”.

**3. UNDERSTANDINGS.**

- a. PdN will coordinate with the City and regional stakeholders on grant opportunities related to trails, corridor improvements, transportation, civic spaces, and public facilities, including writing certain grant proposals.
- b. PdN will coordinate public outreach related to the Paso del Norte Trail and other major corridor and connectivity projects.
- c. The City must approve the Project, strategy, scope and estimated cost for each effort. Approval shall be, in writing, by the City Manager or designee. PdN shall not proceed on any Project without written approval. The City Manager, or designee, may provide such approval without Council approval so long as the Project, strategy, scope and estimated cost comply with the terms of this MOU.
- d. During the term of this MOU, the City will reimburse PdN for reasonable and properly documented expenses incurred by PdN for an approved Project. To request reimbursement, PdN shall provide monthly invoices to the City on approved Projects. Each invoice must include a summary of activity performed by PdN and PdN’s cost to perform the activity.

- e. The total, not to exceed, amount of reimbursement that the City shall provide to PdN under this MOU is \$260,000.00.
- f. In no event will City be responsible for a) costs outside of the agreed upon strategy, scope and estimated cost for each Project; or (b) over expenditures.
- g. PdN may contribute in-kind or monetary funds towards the Project without approval from the City.
- h. Projects can only be done within the city limits of the City of El Paso.
- i. Grant recipient may be either Party.
- j. City will coordinate with PdN on all grant applications, including providing required financial reports, design documents, or other grant application materials. City will provide required information to PdN via email to Tracy Yellen, [tyellen@pdnfoundation.org](mailto:tyellen@pdnfoundation.org), unless otherwise directed by PdN.
- k. All materials developed by PdN shall be owned by the City.
- l. City agrees to allow PdN to use all information about the Project, including (a) Project information; (b) photographs; (c) materials; (d) logos or trademarks; or (e) other information about the City, in any PdN communications.
- m. PdN agrees to allow the City to use all information about the Project, including (a) PdN's role in the Project; (b) photographs; (c) materials; (d) logos or trademarks; (e) other information about the PdN, in any City communications.
- n. Each Party is expected to bear the cost of its participation in the activities contemplated under this MOU. Nothing in this MOU will obligate the City of El Paso or PdN to any current or future expenditure of resources unless both organizations agree to such expenditure in advance in writing.

#### **4. EFFECTIVE DATE AND TERM.**

The MOU will become effective on December 13, 2022 and shall remain in effect until December 31, 2024, unless terminated earlier pursuant to Section 4 of this MOU.

#### **5. TERMINATION.**

Either Party may terminate this MOU upon 30 days written notice to the other Party. Termination of this MOU is effective upon the non-terminating Party receiving notice. Upon termination, PdN shall submit all pay requests for active Projects up to the point of termination and submit all materials completed for all current Projects.

**6. GENERAL PROVISIONS.**

- a. Independent Relationship. Nothing herein will create any association, partnership or joint venture between the Parties or an employer-employee relationship. Neither Party may act for or on behalf of or in the name of the other party.
- b. Confidentiality. This MOU is subject to the Texas Public Information Act and any requests for information shall be handled in accordance with the Texas Public Information Act.
- c. No Successors and Assigns. Neither party may assign, sublet, or transfer its interest or obligations in this MOU.
- d. Governing Law. This MOU is governed by Texas law. Venue for any dispute pertaining to this MOU is in El Paso County, Texas.
- e. Notices. The parties will send all notices required or allowed under this MOU, in writing and by certified mail or in person, to the addresses provided in this Section. All notices are deemed received on the date of delivery in person or 3 calendar days following the postmark date on the notice.

City: City of El Paso  
City Engineer  
300 N. Campbell St.  
El Paso, Texas 79901

With a Copy to: City of El Paso  
City Manager  
300 N. Campbell St.  
El Paso, Texas 79901

PdN: Paso del Norte Community Foundation  
Attn: Tracy Yellen, Chief Executive Officer  
221 N. Kansas St. Ste. 1900  
El Paso, Texas 79901

A Party may change its address by sending written notice to the other Party.

- f. No third party beneficiaries. This MOU is entered into for the benefit of the Parties only. No third party has any rights to enforce any obligations or rights under this MOU.
- g. Entire MOU. This MOU constitutes the entire MOU by the Parties. This MOU may be amended only upon written agreement of the Parties.

[Signature page for the City of El Paso]

**CITY OF EL PASO:**

*Mario D. Agostino*  
For Tomás González  
City Manager *Mario D. Agostino - Deputy City Manager*

**APPROVED AS TO FORM:**

*Roberta Brito*  
Roberta Brito  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

*Yvette Hernandez*  
Yvette Hernandez, P.E.  
Capital Improvement Department

**ACKNOWLEDGMENT**

THE STATE OF TEXAS §

COUNTY OF EL PASO §

This instrument was acknowledged before me on this 20<sup>th</sup> day of December,  
2022, by ~~Tomás González~~, as City Manager of the City of El Paso, Texas.  
*Mario D. Agostino Deputy*



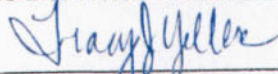
*[Signature]*  
Notary Public, State of Texas

My commission expires:

03-23-2026

[Signature page for Paso del Norte Community Foundation]

**Paso Del Norte Community Foundation:**



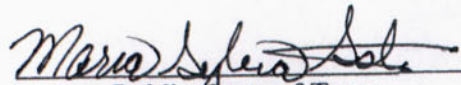
Name: Tracy Yellen

Title: Chief Executive Officer

**ACKNOWLEDGMENT**

THE STATE OF TEXA §  
  §  
COUNTY OF EL PASO§

This instrument was acknowledged before me on this 7<sup>th</sup> day of December, 2022 by Tracy Yellen, as Chief Executive Officer of Paso Del Norte Community Foundation.

  
Notary Public, State of Texas

My commission expires:

01/10/2023

