CITY OF EL PASO, TEXAS AGENDA ITEM AGENDA SUMMARY FORM



DEPARTMENT:	
AGENDA DATE:	
CONTACT PERSON NAME	PHONE NUMBER:
2nd CONTACT PERSON	PHONE NUMBER:
3rd CONTACT PERSON	PHONE NUMBER:
DISTRICT(S) AFFECTED:	
STRATEGIC GOAL:	
SUBGOAL:	
SUBJECT:	

COMMUNITY AND STAKEHOLDER OUTI	REACH:	
REPORTING OF CONTRIBUTION OR DO	NATION TO CITY COUNCIL:	
NAME	AMOUNT (\$)	DATE
BACKGROUND / DISCUSSION:		
PRIOR COUNCIL ACTION:		
AMOUNT AND SOURCE OF FUNDIN	<u>G:</u>	

RESOLUTION

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

THAT, the City of El Paso City Council authorizes the acceptance of a grant from Marathon Petroleum Company LP in the amount of \$4,000, with no additional match required from the City, to support the City of El Paso District 2 Fall Festival events.

THAT, the City Manager, or designee, is authorized to sign any documents necessary for the proper acceptance of the grant, after consultation with the City Attorney's Office;

THAT, the City Manager, or designee, is authorized to sign any documents related to the award of the grant, including, but not limited to, revisions to the project scope of work, changes that increase, decrease or de-obligate program funds, modifications to the operation plan, and documents necessary to reject, amend, correct, and/or terminate the grant.

APPROVED this	day of	2025.
		CITY OF EL PASO:
		Renard U. Johnson Mayor
ATTEST:		
Laura D. Prine City Clerk	-	
APPROVED AS TO FORM: Oscar Gomez Assistant City Attorney	-	



October 6, 2025

Re: Grant from Marathon Petroleum Company.

To Whom It May Concern:

In September of 2025, our office reached out to VJ Smith of Marathon Petroleum Company. During that conversation, we asked for a grant in the amount of \$4,000 to help fund food, beverages, and games during two Fall Festivals held in District 2. The first event will take place on October 24, 2025 at Memorial Park and the second will take place at Sunrise Park on November 8, 2025.

Sincerely,

Dr. Josh Acevedo

District 2 City Representative

osly and

Halpern, Alberto T.

From: Smith, VJ V. <VJSmith@Marathonpetroleum.com>

Sent: Friday, September 26, 2025 10:56 AM **To:** Halpern, Alberto T.; Carlos, Diego R.

Cc: Acevedo, Joshua

Subject: FW: [EXTERNAL] Funding from Marathon Petroleum Company

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use Phish Alert or forward to SpamReport@elpasotexas.gov.

From: premiersupport@foundationsource.com < premiersupport@foundationsource.com >

Sent: Friday, September 26, 2025 10:15 AM

To: CarlosDR@elpasotexas.gov; District2@elpasotexas.gov

Subject: [EXTERNAL] Funding from Marathon Petroleum Company

Dear City of El Paso c/o District 2 Rep Acevedo:

Dear Representative Acevedo,

Marathon Petroleum is committed to collaborating with our stakeholders to invest in organizations and initiatives that make a positive, meaningful impact in communities where we operate.

We are pleased to announce that Marathon has approved a grant in the amount of \$4,000.00. You can expect to receive our check and the grant contract in the mail within ten business days.

We are proud to support City of El Paso. Best wishes for continued success.

Sincerely, VJ Smith Marathon Petroleum Company

[PCA31858]

Foundation Source 55 Walls Drive, Suite 302 Fairfield, CT 06824 (800) 839-1754



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440 CITY OF EL PASO Attn: OFFICE OF COMPTROLLER 300 N. CAMPBELL ST EL PASO, TX 79901 US

Webster Bank

Marathon Local Giving

Reference No.		Description	Date	Amount
599131	Grant Purpose: City of El F	aso District 2 Fall Festival		\$4,000.00
	Memo:			JT 03 2025
Check Date	Check No.	Payee	178	Check Amount
09/29/2025	515904	CITY OF EL PASO		\$4,000.00

WARNING! DO NOT ACCEPT THIS CHECK UNLESS YOU CAN SEE SIGNATURES IN A TRUE WATERMARK WHEN HOLDING THE CHECK TOWARD THE LIGHT AND PINK LOCK & KEY ICONS THAT FADE WHEN WARMED



Marathon Local Giving Foundation Source, Administrator 55 Walls Drive, Suite 302 Fairfield, CT 06824 (800) 839-1754

Four Thousand Dollars And Zero Cents

Pay

CITY OF EL PASO Attn: OFFICE OF COMPTROLLER Order Of: 300 N. CAMPBELL ST EL PASO, TX 79901

Webster Bank 360 HAMILTON AVENUE WHITE PLAINS, NY 10601 50-7044/2219

09/29/2025

515904

\$4,000.00

THIS CHECK IS PROTECTED BY PAYEE POSITIVE PAY
RDP

VOID AFTER 180 DAYS

Memo:

PAYEE NAME & AMOUNT ARE ON FILE AT THE BANK



GRANT TERMS



Grantor: Marathon Local Giving (the "Grantor")

Grant Recipient: CITY OF EL PASO (the "Grantee")

Grant Amount: \$4,000

Grant Purpose: City of El Paso District 2 Fall Festival (the "Purpose")

a. Tax Status: The Grantee represents and warrants that it is exempt under Internal Revenue Code Section 501(c)(3) and classified under Code Section 509(a)(1), (2), or (3), or exempt under Code Section 4940(d)(2).

b. Expenditure of Funds: The Grant funds must be used exclusively for the Purpose stated and may not be used for any other purpose unless the Grantee obtains the Grantor's prior approval in writing. However, if applying the funds towards the Purpose would require the Grantee to distribute the Grant funds without the Grantee's discretion to another entity or individual, this Grant will be deemed general and unrestricted with a non-binding recommendation that the Grant funds be used for the Purpose. Additionally, the Grantee will not use any of the Grant-funds to satisfy a charitable pledge or obligation of any person or organization other than the Grantor.

Responsibility: Grantee understands and agrees to assume all risk and danger related to the Purpose and further agrees to assume all responsibility for, and all risk of damage to, property or injury to person that may occur as a result of the Purpose.

d. Return of Grant Funds: The Grantee agrees to return any Grant funds not expended for the Purpose described above to the Grantor, c/o Foundation Source at 55 Walls Drive, 3rd Floor, Fairfield, CT 06824-5163. The Grantee may also be required to return the enclosed Grant if the Grantee is no longer recognized by the Internal Revenue Service as having the above described tax-exempt status.

Intellectual Property: Each party to these Grant Terms and Conditions hereby grants to the other party, for good and valuable consideration, a limited, revocable, non-exclusive, non-transferable, non-sublicensable, royalty-free license ("License") to use such party's and/or its affiliates' trademarks, photographs, or videos, as provided by the licensing party to the other party and in accordance with the licensing party's image/logo standards, solely in connection with the Purpose, and for no other purpose without the express written consent of the licensing party. Each party hereby agrees that the licensing party's trademarks, photographs, or videos and all intellectual property rights related thereto, past or future, are and will remain the sole property of the licensing party and/or its affiliates and that all goodwill and reputation generated by the other party's use of the trademarks, photographs, or videos will inure to the benefit of the licensing party and/or its affiliates. The licensing party may revoke and terminate this License and all related rights and licenses granted hereunder, in whole or in part, at any time for any reason by providing written notice to the other party, and that as of the date of such written notice, the other party will immediately cease any and all uses of the trademarks, photographs, or videos.

Press Release: Except as otherwise permitted in these Grant Terms and Conditions, no press releases, announcements, photographs, videos, images, depictions, recordings, social media posts or any other media, now known or developed in the future, will be published or made public by a party concerning the Purpose, in whole or in part, without the prior written consent of the other party. If either party is required by applicable law, order, regulation, ruling or stock exchange rule or by legal process to make any press release or other public disclosure about the Purpose, it will first give the other party notice thereof and the opportunity to review and comment upon such release, statement or disclosure.

Other Terms: Except for any related agreement between Grantor and Grantee in furtherance of the event or Purpose described herein, these Grant Terms and Conditions encompass the entire agreement between the parties and supersede all previous understandings and agreements between the parties, whether oral or written, concerning grant funding. The Grant is subject to these Grant Terms and Conditions; by cashing the Grant check, the Grantee indicates its agreement to these terms. If the check is not cashed within 180 days, it will be voided.





Marathon Petroleum Company LP



September 26, 2025

City of El Paso 300 N Campbell St El Paso, TX 79901

Re: City of El Paso District 2 Fall Festival

Dear Representative Acevedo,

Marathon Petroleum Company LP is committed to collaborating with our stakeholders to invest in organizations and initiatives that make a positive, meaningful impact in communities where we operate.

We are pleased to announce that Marathon Petroleum Company LP will provide your organization with a grant in the amount of \$4,000 with respect to the above referenced purpose (the "Grant"). Enclosed, please find the check for the Grant amount.

This Grant is subject to the terms set forth in the attached Grant Terms and Conditions. By accepting the Grant funds, your organization agrees to abide by the terms of the Grant Terms and Conditions.

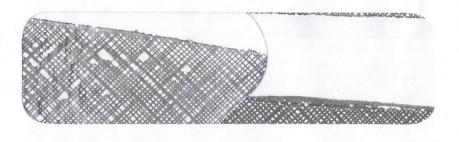
If you have any questions, please contact VJ Smith at VJSmith@Marathonpetroleum.com, who will be coordinating our support of this grant.

We are proud to support your organization. Best wishes for success in your work.

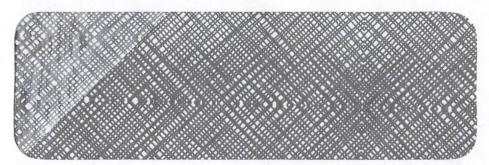
Sincerely, VJ Smith

Marathon Petroleum Company LP By: MPC Investment LLC, its General Partner





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