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

AGENDA DATE: 02/01/2022 PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Mirella Craigo, (915) 212-1617 Elizabeth Triggs, (915) 212-1619

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: 1. Cultivate an environment conducive to strong, sustainable economic development

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Discussion and action on a resolution that the City Manager be authorized to execute a Memorandum of Understanding with the International Economic Development Council (IEDC), to provide support to the of IEDC's Equity Communities Cohort to create an Equity Action Plan in accordance with the terms and conditions of the MOU and Council's authorization.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

Based in Washington D.C., the International Economic Development Council (IEDC) is a nonprofit, non-partisan membership organization designed for economic developers. The Department of Economic & International Development applied and was selected to be part of a cohort of cities that will be working over a one-year period to develop an Equity Action Plan. The purpose of this project is for IEDC to assist the City in creating a fully developed Equity Action Plan by December 31, 2022. This Equity Action Plan will serve as a recommendation for the City to implement and address the community's needs and strategies designed to advance equitable economic growth and close the wealth gap in communities of color.

With support from The Rockefeller Foundation, IEDC will produce the playbook and offer technical assistance. The Equitable Economic Development Playbook kicks off a multi-year project culminating in a toolkit publication and on-the-ground technical assistance for communities to work on Equity Action Plans.

The City will communicate and interview with IEDC to help them identify and select a technical assistance team that will support the Equity Action Plan development and project needs throughout the year-long agreement period. The City will participate in quarterly peer meetings and check ins with IEDC staff, engage in IEDC's Racism and Economic Development committee calls, and coordinate a site visit for the technical assistance team to interview and connect with local stakeholders. Additionally, the City will partake in the closing convening in January 2023. Upon completion of the year-long engagement, the City will take part in two final virtual check-ins by February 1, 2024.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? $N\!/\!A$

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? <u>X</u> YES _____

____ NO

PRIMARY DEPARTMENT: Economic & International Development **SECONDARY DEPARTMENT:** N/A

DEPARTMENT HEAD:

Clizabeth Triggs

Elizabeth Triggs, Interim Director

(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 be authorized to execute a Memorandum of Understanding with the International Economic Development Council, to provide support to the of IEDC's Equity Communities Cohort to create an Equity Action Plan in accordance with the terms and conditions of the MOU and Council's authorization.

PASSED and APPROVED this the ____ day of February 2022.

CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Juan S. Gonzalez

Assistant City Attorney

APPROVED AS TO CONTENT:

Clizabeth Triggs

Elizabeth K. Triggs Interim Director, Economic & International Development Dept.



INTERNATIONAL ECONOMIC DEVELOPMENT COUNCIL

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding between The International Economic Development Council and The City of El Paso, Texas

This memorandum of understanding ("MOU") is entered into this ______day of February, 2022 by and between the International Economic Development Council (hereinafter referred to as "IEDC"), with offices located at 1275 K Street NW, Suite 300, Washington, DC 20005, and the City of El Paso (hereinafter referred to as the "City") with offices located at 300 Campbell, El Paso, TX 79901. IEDC, a nonprofit, tax-exempt organization, exists under the laws of the State of Wisconsin with offices in the District of Columbia.

The parties agree as follows:

I. Purpose

This agreement is part of IEDC's Equity Communities Cohort, of which the City of El Paso forms a part. The purpose of this project is for IEDC to assist the organization in creating an Equity Action plan.

II. Background

This MOU outlines the activities intended to accelerate the success of the collaborative project of IEDC's Equity Communities Cohort. The above goals including the creation of the City's Equity Action plan will be supported by undertaking the following activities:

1) IEDC will provide the following support to the City:

- Cover costs for one attendee at the Equity Communities Cohort Orientation, January 29-30,2022 providing \$800 stipend to include the following uses: for round-trip flight, inclusive of \$500 per flight, \$70 per diem for three days and \$90 for local transport; and reserving and paying for one hotel room for three nights on behalf of the organization.
- Identify and select a volunteer technical assistance team ("the Volunteer Team") based on organization's and community's needs
- Conduct research and draft a background brief, based in part on resources from the organization, to be shared with the Volunteer Team prior to their visit
- Set up briefing call(s) between the Volunteer Team and the organization

- Work with the organization to organize the site visit, including identification of appropriate local and regional stakeholders and develop an agenda
- Provide a brief with recommendations for the community's Equity Action plan, in cooperation with the Volunteer Team, based on findings during the site visit and supplemented with best practices
- Arrange and reimburse the volunteers for food, lodging and travel costs
- Coordinate quarterly peer meetings for all organizations selected
- Coordinate quarterly check-ins between IEDC and the organization
- Coordinate a closing convening in January 2023 for all selected organizations
- Coordinate two check-ins after the end of the year long engagement, around the 6month and 12-month mark

3) City agrees to provide the following support to the project:

- Identify one staff person to be the lead for their organization
- Attend the Equity Communities Cohort Orientation on January 29-30, 2022
- Communicate with and interview with IEDC staff
- Participate as needed in briefing and coordination call(s) with the Volunteer Team and IEDC beyond the quarterly virtual check-ins to arrange planning and logistics related to technical assistance and other components of the program
- Assist IEDC with the necessary materials for background brief
- Schedule interviews and invite participants to interviews and stakeholder meetings
- Provide meeting locations for interviews and stakeholder meetings
- Draft an Equity Action Plan, that incorporates the recommendations from the Volunteer Team
- Complete an evaluation form following the site visit
- Participate in quarterly virtual peer meetings
- Participate in quarterly virtual check ins with IEDC staff
- Participate in IEDC's Racism and Economic Development committee calls
- Participate in closing convening in January 2023
- Participate in two check-ins after the end of the one-year term at or near the 6-month and 12-month mark, no later than February 1, 2024.

III. Deliverables

IEDC will provide:

- Baseline data report from EMSI Burning Glass during the orientation
- Background brief on the community 2 weeks prior to the visit
- A brief with recommendations for the community's Equity Action plan after the site visit, no later than 1-2 months after the visit

City of El Paso will provide:

- A fully developed Equity Action Plan by December 31, 2022
- Content that will be incorporated into IEDC's revised Playbook and other distribution platforms, e.g. sample best practices and lessons learned. IEDC will have the right to

use all content created as part of the product, including the rights to publish and allow others to use content, and will give attribution to content created specifically for or principally by the City, such as its Equity Action Plan. The City will have a nonexclusive right to use content created specifically for or principally by the City, such as its Equity Action Plan, but may not authorize other uses.

IV. Time Frame

This MOU is intended to be for a term of approximately 1 year to commence on or about January 1, 2022 and terminate in or about February, 2023.

V. Modification of MOU

Neither party may assign the agreement to other entities either in part or in whole unless written consent is given by both parties and the agreement is formally amended. This MOU may be modified in writing to be attached to and incorporated into this MOU by mutual consent of authorized officials from the City and/or IEDC.

VI. Cooperation in Good Faith

In addition to the Deliverables listed above, both organizations agree to share progress in a written report or collaborate on reports on a case-by- case basis as required by the business circumstances. Both parties shall cooperate with the other and all other parties in carrying out the work encompassed in this agreement. Both parties shall execute and deliver to the other party necessary and relevant documents as needed within a reasonable time.

VII. Indemnification

- A. The Parties agree that neither Party will have the right to seek indemnification or contribution from the other Party for any losses, costs, expenses, or damages arising from this Agreement.
- B. Each party must handle any claims resulting from their actions in this Agreement.
- C. Each Party agrees that each will be responsible for the acts or omissions of its respective representatives.
- D. The City acknowledges that the members of Volunteer Team, individually and collectively, will not be representatives of IEDC for purposes of this Indemnification provision and will be independent actors.

VIII. GENERAL PROVISIONS.

A. NOTICES. The parties will send all notices required by this Agreement in writing, postmarked, and delivered by certified mail. All notices are considered received 3 business days after the postmark date. Parties may change their address by sending

a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

To the City:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
With a Copy to:	The City of El Paso Attn: Director - Economic and International Development Department P. O. Box 1890 El Paso, Texas 79950-1890

To the IEDC:

Attn:

- B. GOVERNING LAW. This Agreement is governed by the laws of the District of Columbia.
- C. VENUE. The venue for disputes regarding this Agreement between the parties will be the District of Columbia.
- D. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- E. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- F. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

G. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

Tomas G. Gonzalez, City Manager City of El Paso Development P. O. Box 1890 El Paso, Texas 79950-1890

Date: / /

<u>CITY</u>: City of El Paso, Texas

Clizabeth Triggs

Elizabeth Triggs, Interim Director City of El Paso Economic & International Development 123 W. Mills Ste. 111 El Paso, TX, 79901

Date: 1 / 24 / 22

IEDC:

International Economic Development Council

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Juanita F. Clogston, Ph.D.

Vice President, Knowledge Management and Development International Economic Development Council 1275 K Street, NW Suite 300 Washington, DC 20005

Date: <u>1</u> / 24 / 2022