

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

AGENDA DATE: May 24, 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

STRATEGIC GOAL: Goal 1: Create an Environment Conducive to Strong Sustainable Economic Development

SUBGOAL: 1.7 Identify and develop plans for areas of reinvestment and local partnership

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 sign a Collaboration Agreement by and between the City of El Paso and LiftFund, together the "Anchor Organizations," and the Aspen Institute Latinos and Society ("AILAS") to empower Latino communities and promote long-term economic growth and resiliency.

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?

Founded in 1949, the Aspen Institute is a global nonprofit organization committed to realizing a free, just, and equitable society. An educational and policy studies organization based in Washington, DC, the Institute's mission is to foster leadership based on enduring values and to provide a nonpartisan venue for addressing critical issues.

The Aspen Institute founded the Latinos and Society Program (AILAS) in 2015. AILAS is deeply committed to increasing Latino access to opportunity and inclusion in the economy, and believes that a prosperous future for all Americans rests on Latino American economic advancement. Its mission is to identify, promote, and catalyze ideas and solutions that foster greater opportunity for American Latinos, enabling a more prosperous and inclusive America for all. Its values are: inclusion, shared learning, cross-sector collaboration, diversity of perspectives, and co-creation.

The Aspen Institute Latinos & Society selected the City of El Paso to participate in a six-city cohort of Latino majority communities disproportionately affected by COVID19. Through a collaboration with community stakeholders, there is a data-driven set of recommendations to strengthen El Paso's Latino-focused entrepreneurial support ecosystem and increase access to capital. There is now an unprecedented opportunity to invest strategically, leveraging federal funds, in the City's entrepreneurial ecosystem to address these disparities and catalyze new opportunities for equitable growth and inclusive competitiveness for minority-owned businesses.

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? X YES NO

PRIMARY DEPARTMENT: Economic & International Development

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD: Elizabeth Triggs 

(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:

Discussion and action on a resolution that the City Manager be authorized to sign a Collaboration Agreement by and between the City of El Paso and LiftFund, together the "Anchor Organizations" and the Aspen Institute Latinos and Society ("AILAS") seek to empower Latino communities and promote long-term economic growth and resiliency.

APPROVED THIS _____ DAY OF _____ 2022.

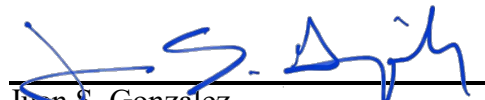
CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth Triggs, Director
Economic and International Development



COLLABORATION AGREEMENT

This collaboration agreement (“Agreement”) is effective the ____ day of _____, 2022 (“Effective Date”) by and between City of El Paso, a Texas Home-Rule Municipality with offices at 300 N. Campbell, El Paso, Texas 79901, and LiftFund, a 501(c)(3) non-profit organization with offices at 2007 W Martin St, San Antonio, TX 78207; (together the “Anchor Organizations”) and the Latinos and Society Program (“AILAS”) at the Aspen Institute (“Institute”), a 501(c)(3) non-profit organization, with its primary place of business at 2300 N Street, NW, Suite 700, Washington, DC 20037 (each a “Party” and collectively, the “Parties”).

In consideration of the mutual promises and conditions contained herein, the Parties agree as follows:

1. The Collaboration Opportunity and Objective

AILAS seeks to empower Latino communities and promote long-term economic growth and resiliency. AILAS harnesses the Institute’s convening power to change the narrative about American Latinos, sharing Latino economic contributions and how these strengthen our nation’s global competitiveness and promote prosperity for all Americans.

Through its Latino Business and Entrepreneurship Initiative, AILAS is launching the City Learning and Action Lab. The inaugural City Learning and Action Lab (the “Lab”) will engage with a cohort of 6 Latino-majority cities/communities for 12 months to stabilize, grow and accelerate equitable small business recovery and stimulate opportunities for long-term growth of Latino-owned businesses. The Lab is designed to maximize opportunities for shared learning, building trust and collaboration, as well as enhancing opportunities for each participating city to advance specific local actions and connect with funders and policymakers to accelerate their concerted Latino business economic agenda.

In each city participating in the Lab, AILAS will partner with trusted and well-respected anchor organizations that support Latino entrepreneurs and Latino small business owners in their city or community. The anchor organizations will serve as the local implementation partner for the Lab, as well as spearhead, organize, and convene a local Entrepreneurial Ecosystem Steering Committee (“EESC”) to support the Lab.

LiftFund and the City of El Paso have agreed to participate in the inaugural Lab as anchor organizations and to serve as the Lab's ecosystem lead for its community. The collaboration between AILAS, LiftFund and the City of El Paso will help achieve the shared goal of building a more equitable, data-driven, community informed, and inclusive entrepreneurial ecosystem in support of the Latino business community (the "Collaboration").

The purpose of this Agreement is to acknowledge and define the Institute's, LiftFund's and the City of El Paso's expectations and deliverables for the Lab and to memorialize each Party's commitment to this Collaboration. For the sake of clarity, the Institute, LiftFund and the City of El Paso each acknowledge and agree that nothing in this Agreement is intended to create a financial obligation on the part of any party. Each Party to this Agreement shall contribute staff time and expertise to the Collaboration.

2. Governmental Function. The Parties agree that the City of El Paso is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City of El Paso is entering into this Agreement as a governmental entity performing a governmental function.

3. Roles and Responsibilities for the Collaboration

- a. With regard to this Collaboration, the Institute shall:
 - i. Facilitate culturally competent quarterly opportunities for shared learning between cities participating in the Lab including:
 - 1) Hosting virtual convenings/webinars on curriculum topics and topics of greatest interest featuring top business, public and civic leaders (e.g., an overview of expected new rounds of federal stimulus; how cities are getting traction on supplier-diversity efforts; proven strategies for increasing access to capital and ownership; multi-sector ecosystem building efforts); and
 - 2) Coordinating connections, learning opportunities, and relationship-building opportunities between cities (Intercity) and among participating EESC members (Intracity) within a city through guided ecosystem alignment retreats; as well as opportunities for each city to share progress on their respective actions towards implementing related recovery/resiliency strategies that strengthen their local small business ecosystems and lessons learned.
 - ii. Offer monthly coaching calls/office hours with the AILAS team to provide an update on current federal relief efforts, ecosystem-building priorities, identify emerging needs, and get feedback about strategy and direction on ecosystem-building actions;

- iii. Provide ecosystem pre-covid baseline analysis of state of small business economy and a customized data dashboard;
 - iv. Organize periodic policy forums to engage with federal policymakers and share experiences, perspectives, and insights from the front lines;
 - v. Provide introductions to national funders and policymakers and strategically aligned organizations in the AILAS network throughout the Lab;
 - vi. Offer participation at the AILAS annual flagship conference in October 2021: Latino Business and Entrepreneurship Summit, a national virtual convening focused on catalyzing collective action around building equitable entrepreneurial ecosystems, supporting equitable small business recovery, and stimulating opportunities for promising high growth Latino-owned businesses and Latino entrepreneurs;
 - vii. Form an elite network of the country's best multi-sector leaders focused on equitable ecosystem building; and
 - viii. Offer opportunities to have Anchor Organizations' city's entrepreneurial ecosystem featured on quarterly AILAS blog posts, toolkits, and reports.
- b. With regard to this Collaboration, LiftFund and the City of El Paso shall:
- i. Spearhead, organize and convene the local Entrepreneurial Ecosystem Steering Committee (EESC) through activities such as identifying potential members, an additional co-chair, project lead, coordinating meetings, and supporting action items emerging from meetings;
 - ii. Secure written commitment to the Lab from each member of the EESC via the Entrepreneurial Ecosystem Steering Committee Expectations Sheet attached as Attachment A;
 - iii. Work with AILAS team to develop and support:
 - 1) a customized learning curriculum program track through completion of the ecosystem priorities intake form, and
 - 2) Implementation of at least one policy, priority, and/or practice that will strengthen local Latino entrepreneurial ecosystems by the end of the programmatic year;
 - iv. Work with AILAS team to develop and support an action strategy to carry this work forward with strong local capacity and leadership in the years to come;

- v. Support and amplify success stories emerging from the work in partnership with local media partners;
- vi. Participate in all available AILAS and Lab programming, which includes up to 5 hours per month of collaborate sessions, as well as optional monthly webinar opportunities; and
- vii. Complete quarterly surveys and keep AILAS team informed on learning and action progress.

4. Marketing and Promotion

- a. Marketing materials for the Collaboration between the Institute and Anchor Organizations, including announcements of this Collaboration and the Lab shall be co-branded with Anchor Organizations' and the Institute's logos, subject to the proprietary rights defined herein.
- b. In addition to the marketing responsibilities, if any, set forth in the Roles and Responsibilities section of this Agreement, the Anchor Organizations and the Institute shall each use reasonable efforts to promote the City Learning and Action Lab through their respective websites and social media.

5. Term. This Agreement is in effect from the Effective Date through December 31, 2022 (the "Term").

6. Termination. Any Party may terminate this Agreement for cause if another Party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days of its receipt of written notice of the breach from the non-breaching Party. Each Party will in good faith negotiate resolution of any commitments or outstanding obligations under this Agreement.

7. No Implied Agency. The Institute and Anchor Organizations agree that nothing in this Agreement is intended or shall be deemed to create any relationship or agency, partnership, or joint venture between the Parties. No Party shall have any right or authority to act on behalf of the others beyond that expressly granted in this Agreement. Nothing contained herein or done pursuant hereto shall restrict any Party from entering into agreements for similar, equal or like goods and/or services from other entities or sources.

8. Institute Statement of Standards and Endorsements. LiftFund and the City of El Paso respect and understand that the Institute is committed to its Statement of Standards and that the Institute will execute its role and responsibilities under this Agreement and Collaboration in compliance with the Statement attached hereto as Attachment B. The Institute shall retain full editorial control over development of programming for the Lab and shall have a right of reasonable disapproval of any proposed content in co-branded marketing or publications.

The Collaboration described in this Agreement is not intended to be an endorsement of LiftFund by either the Institute or the City of El Paso; or an endorsement of the City of El Paso by either LiftFund or the Institute, or an endorsement of the Institute by either LiftFund or the City of El Paso.

9. Confidentiality. In the course of the Collaboration under this Agreement, a Party (“Receiving Party”) may learn about or come into possession of "Confidential Information" (as defined below) about the other Party(ies) or its affiliated organizations or individuals (“Disclosing Party”). The Institute, City of El Paso, and LiftFund each agree not to disclose any Confidential Information and promise to take all reasonable precautions to prevent its unauthorized dissemination, both during the Term of this Agreement and thereafter. The Receiving Party agrees to limit disclosure of any Confidential Information to only those employees and agents of the Institute, City of El Paso or LiftFund who have a need to know the information. The Receiving Party also agrees not to use any Confidential Information for its own benefit or for the benefit of anyone other than the Disclosing Party. The Parties acknowledge that all Confidential Information is and remains the property of its owner and that no license or rights in the Confidential Information has been or is granted under this Agreement. Receiving Party agrees to return all Confidential Information to the Disclosing Party upon request.

For purposes of this Agreement, “Confidential Information” includes, but is not limited to, all information relating to business plans, financial data and budgets, funding, donors, personnel data, employee compensation and benefits information, trade secrets, details of contracts, pricing policies, operational methods, and marketing or public relations plans or strategies related to the business or affairs of the Institute, City of El Paso, LiftFund and/or their affiliated organizations or individuals. “Confidential Information” also means any information that derives economic value from not being known to the general public or to others who could obtain economic value from its disclosure or use, which the owner takes reasonable efforts to protect the secrecy of, and any information that could be embarrassing or detrimental to the owner if disclosed publicly.

City of El Paso is a political subdivision of the State of Texas and is governed by the Texas Public Information Act, Chapter 552, Texas Government Code. The Parties acknowledge and agree that City of El Paso shall only be obligated to perform its duties under this Agreement in compliance with the Public Information Act. To the extent to which some duties hereunder are not in conformity with the requirements of the Public Information Act, City of El Paso shall be relieved of said duties without penalty or further liability. In the event that City of El Paso receives a request, pertaining to this Agreement or information resulting from this Agreement, under the Public Information Act for Confidential Information it shall immediately notify the other Parties and confer on whether disclosure should be opposed. It is expressly agreed that City of El Paso may request a determination from the Attorney General of the State of Texas in regard to the application of the Public Information Act to the requested information and whether the information is to be made available to the public. The other Parties may be asked to support such requests for determination by the Attorney General. It is further agreed that City of El Paso, its officers and employees shall have the right to rely on the determinations of the Texas Attorney General, and that City of El Paso, its officers and employees shall have no liability to the other Parties for

disclosure to the public in reliance on a decision by the Attorney General. Nothing in this agreement shall require City of El Paso or the other Parties to violate the terms of the Public Information Act.

10. Institute, City of El Paso and LiftFund Trademarks.

- a. The Parties acknowledge and agree that each Party must maintain and protect the integrity of its name, logos, designs, trademarks and other intellectual property, whether registered or not (respectively, the “Institute Marks,” “City of El Paso Marks” and “LiftFund Marks”), and that the Marks must be used in a manner consistent with the standards established by the respective owner. The Institute hereby grants to City of El Paso and LiftFund the right to use the Institute Marks, City of El Paso hereby grants to the Institute and LiftFund the right to use the City of El Paso Marks and LiftFund hereby grants to the Institute and the City of El Paso the right to use the LiftFund Marks, all on a worldwide, non-exclusive, royalty free basis solely in connection with this Agreement and solely for the Collaboration purposes as set forth in this Agreement, and in accordance with the City Identity Guide (as may be amended) which can be found at: <https://elpasotexas.gov/communications/resources/>. In exercising the foregoing license, the Institute, City of El Paso, and LiftFund will comply with any brand usage guidelines provided to it by the owner of the marks and will allow the owner the opportunity to review and approve each usage of its trademark or servicemark prior to release. These mutual licenses shall terminate upon the termination of this Agreement.
- b. This Agreement does not transfer any ownership rights of any kind for any intellectual property (including, but not limited to, patents, trademarks, brand-names and copyrights) created or owned by any Party prior to execution of this Agreement. For the sake of clarity, the Institute shall retain sole and exclusive ownership to the *City Learning and Action Lab* trademark.

11. Work Product

- a. The Institute and Liftfund each agree that the City of El Paso shall remain the sole and exclusive owner of all right, title and interest in any and all pre-existing materials, including, but not limited to any data, models, analysis, content, materials, documents, templates, tools or frameworks owned, used or developed or otherwise acquired by the City of El Paso prior to the date of this Agreement or outside this Collaboration (“City of El Paso IP”), including all intellectual property rights therein.
- b. The Institute and the City of El Paso each agree that LiftFund shall remain the sole and exclusive owner of all right, title and interest in any and all pre-existing materials, including, but not limited to any data, models, analysis, content, materials, documents,

templates, tools or frameworks owned, used or developed or otherwise acquired by LiftFund prior to the date of this Agreement or outside this Collaboration (“LiftFund IP”), including all intellectual property rights therein.

- c. City of El Paso and LiftFund each agree that the Institute shall remain the sole and exclusive owner of all right, title and interest in any and all pre-existing materials, including, but not limited to any data, models, analysis, content, materials, documents, templates, tools or frameworks owned, used or developed or otherwise acquired by the Institute prior to the date of this Agreement or outside this Collaboration (“Institute IP”), including all intellectual property rights therein. For the sake of clarity and avoidance of doubt, the City Learning and Action Lab framework, curriculum and programming shall be deemed Institute IP.
- d. In each instance in which any Party creates new Intellectual property in connection with this Collaboration (“Collaboration IP”), such Collaboration IP shall be owned by the Party who created the IP. The Party who created the Collaboration IP may, upon request, grant to the other Parties a non-exclusive, perpetual, irrevocable, royalty-free and paid up license to use the Collaboration IP for non-commercial purposes in furtherance of the Collaboration purpose.

12. Indemnification. Lift Fund and the Institute agree to defend, hold harmless, and indemnify the other Parties of this agreement against all third-party actions, claims, liability, or loss (each a “Claim”) based on or arising out of damage or injury to persons or property caused by the negligence, gross negligence, intentional acts or reckless disregard of the indemnifying party or any person employed or retained by the indemnifying party in performing roles or obligations under this Agreement, except to the extent that any such Claim arises from the negligence, gross negligence or willful misconduct of the party seeking indemnification. The obligations arising under this paragraph will survive the expiration of the term of this Agreement.

13. Compliance with Laws (Lobbying); Additional Compliance Warranty. Each Party shall comply with all applicable federal, state and local laws and regulations, including but not limited to laws and regulations pertaining to lobbying and government ethics, data privacy, and public health, safety, and social distancing requirements. Each Party hereby acknowledges and warrants that its activities contemplated under this Agreement will not result in registration under the Lobbying Disclosure Act of 1995, as amended, and will not fund any political campaign or influence the outcome of any election. If at any point during the Term of this Agreement, circumstances arise whereby any Party’s work could implicate compliance issues and/or require lobbying registration, the Party shall immediately cease such potential lobbying activities and consult with the others.

14. Assignment. No Party may assign, delegate or subcontract any portion of its rights, duties, or obligations under this Agreement without the prior written consent of the other Parties.

15. Dispute Resolution. This Agreement shall be governed by the laws of the District of Columbia. The Parties agree that any controversy, claim or dispute of whatever nature arising between the Parties shall be resolved exclusively through binding arbitration in Washington, DC before a single arbitrator, pursuant to the American Arbitration Association's then-in-effect National Rules for the Resolution of Commercial Disputes.

16. Survival. In addition to those provisions of this Agreement that, by their express terms, survive the termination or expiration of this Agreement, any provision which would, by its nature, survive the termination or expiration of this Agreement, shall do so, including, but not limited to, all covenants, agreements, statements, representations, and warranties made herein; provisions regarding indemnification, liability, limits thereon, and proprietary rights; and this section titled "Survival."


17. Entire Agreement. This Agreement is the entire agreement between the Institute, City of El Paso and LiftFund with regard to the Collaboration and subject matter described herein, and supersedes all prior oral and written agreements and representations relating to such subject matter. This Agreement can be changed or extended only by another written agreement signed by all Parties, and cannot be orally modified.

[Signatures begin on the follow page]

The undersigned Parties and their duly authorized representatives represent and warrant that they have authority to enter into this Agreement and hereby agree to the terms set forth above, effective as of the aforementioned Effective Date.

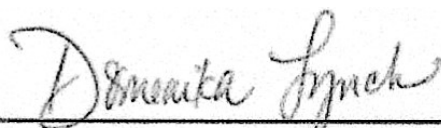
LIFTFUND

THE ASPEN INSTITUTE

By: 

**Lupe Mares, Vice President
Southwest Region**

Date: 05 / 13 / 2022

By: 

**Domenika Lynch, Executive Director,
Latinos and Society Program**

Date: 05 / 10 / 2022

By: 

**Elliot Gerson, Executive Vice President of
Policy & Public Programs**

Date: 05 / 13 / 2022

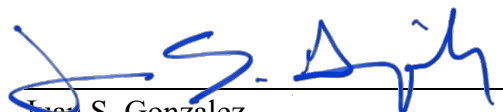
THE CITY OF EL PASO

By: _____

**Tomas Gonzalez
City Manager**

Date: ____ / ____ / ____

APPROVED AS TO FORM:



**Juan S. Gonzalez
Sr. Assistant City Attorney**

Attachment A
ENTREPRENEURIAL ECOSYSTEM STEERING COMMITTEE
EXPECTATIONS SHEET

As a member of the Entrepreneurial Ecosystem Steering Committee (“EESC”) for the city of [NAME OF CITY], convened to provide valuable thought leadership to the City Learning and Action Lab (“Lab”), an initiative of the Aspen Institute Latinos and Society (“AILAS”) Latino Business & Entrepreneurship Initiative, I agree to put forth my best individual effort to:

1. Actively participate in the AILAS City Learning and Action Lab year-long initiative;
2. Work with the AILAS team to develop and support a customized learning curriculum program track for my community through the completion of an ecosystem priorities intake form;
3. Take action on at least one policy, priority, and/or practice that will strengthen local Latino entrepreneurial ecosystems in my community by the end of the programmatic year;
4. Participate in all available programming offered by AILAS, including up to 5 hours per month of collaborate sessions, as well as optional monthly webinar opportunities;
5. Complete quarterly surveys and keep the AILAS team informed on learning and action progress;
6. Follow all applicable policies for the EESC and its members, including, but not limited to, the Aspen Institute’s Community Agreement, (found here: <https://www.aspeninstitute.org/communityagreement/>) and general obligations to act ethically, avoid conflicts of interest, and protect the Aspen Institute’s reputation and confidential business information;
7. Act in a way that contributes to the success of the Lab and any projects the EESC launches;
8. Exercise professionalism and collegiality and support EESC decisions once they are made;
9. Actively participate in EESC meetings, coming prepared and having reviewed circulated materials in advance; and
10. Agree to step down from the EESC if unable to fulfill these expectations.

Exhibit B



Aspen Institute Statement of Standards

1. The Aspen Institute is transparent about its finances, including its sources of funding. We disclose all donations and identify corporate, foundation and government donors and sponsors in our annual reports, on our website, and upon request.
2. The Aspen Institute retains editorial control of all of our publications and events. We have the final say over what gets published, what topics are covered, and who speaks at any of our convenings.
3. The Aspen Institute is a values-based, nonpartisan organization, which operates independently of the positions and views of our funders. We do not engage in electoral politics or any activity that would require registration under the Lobbying Disclosure Act of 1995, and do not engage staff or contractors as “lobbyists” as defined by the Act.
4. The Institute will not seek on behalf of any individual or entity to influence an agency or official of the US government or the US public regarding US policy or the policies or relations of a foreign country. Similarly, the Institute will not act, directly or indirectly, as an agent, representative, or in any other capacity at the order, or under the direction or control of any government or political entity.
5. The Aspen Institute seeks to maintain a diversity of funding from foundations, individual donors, registration fees, event ticket sales, and corporate sponsorships in order to retain its independence and to avoid the potential for any funder to compromise the integrity of the discourse at the Institute. Funders are not allowed to dictate or veto content or participants in any of the Institute’s events.
6. The Aspen Institute is committed to promoting an inclusive and equitable global society and seeks to do so by having a diverse Board, inclusive workforce, and programming that reflects our nation’s diversity. Our commitment to diversity, equity, inclusion and anti-racism can be found in this statement (<https://www.aspeninstitute.org/our-commitment-to->

[diversity-equity-inclusion-and-anti-racism/](#)) and more information about our work in this area [can be found here](#) (<https://www.aspeninstitute.org/our-commitment/>). We will not accept funding from groups or organizations that promote violence or intolerance in any form.

Issued January 2015; Revised March 2021