

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

**DEPARTMENT:** Office of Economic Development  
**AGENDA DATE:** September 30, 2008 Consent Agenda  
**CONTACT PERSON/PHONE:** Kathy Dodson, PhD, Director 541-4670  
**DISTRICT(S) AFFECTED:** ALL

**SUBJECT:**

Authorize the City Manager to sign an Economic Development Agreement with the El Paso Hispanic Chamber of Commerce in the amount of \$90,000 for Fiscal Year 2009, for Small Business Technical Assistance (\$66,000.00) and Revolving Loan Fund Administration (\$24,000.00). [General Fund - Economic Development Department Budget #72010268]

**BACKGROUND/DISCUSSION:**

The El Paso Hispanic Chamber of Commerce contracts with Economic Development to provide small business assistance for the purpose of creating and retaining jobs in the City of El Paso. In addition they are the Program Administrator for the City/County Revolving Loan Fund and provide loan packaging services and lender/business outreach.

**PRIOR COUNCIL ACTION:**

Has the Council previously considered this item or a closely related one?

Yes

**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?

General Fund Economic Dev Dept. 72010268

**BOARD/COMMISSION ACTION:**

Enter appropriate comments or N/A.

N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**LEGAL:** (if required) \_\_\_\_\_ **FINANCE:** (if required) \_\_\_\_\_

**DEPARTMENT HEAD:** \_\_\_\_\_

(Example: If RCA is initiated by Purchasing, client department should sign also). Information copy to appropriate Deputy City Manager

**APPROVED FOR AGENDA:**

**CITY MANAGER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

CITY CLERK DEPT.

08 AUG 28 AM 10:57

## RESOLUTION

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

THAT the City Manager be authorized to sign an Economic Development Agreement with the El Paso Hispanic Chamber of Commerce in the amount of \$90,000.00 for Fiscal Year 2009, for Small Business Technical Assistance (\$66,000.00) and Revolving Loan Fund Administration (\$24,000.00).

ADOPTED this \_\_\_ day of \_\_\_\_\_ 2008.

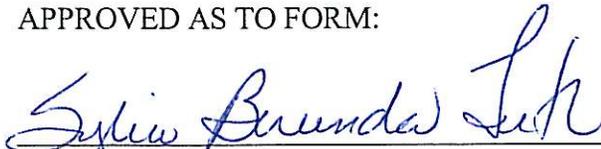
THE CITY OF EL PASO

\_\_\_\_\_  
John F. Cook  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Sylvia Borunda Firth  
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Kathryn B. Dodson, Director  
Economic Development Department

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

**ECONOMIC DEVELOPMENT AGREEMENT**

**THIS** Economic Development Agreement is entered into by and between the **CITY OF EL PASO** ("City"), and **THE EL PASO HISPANIC CHAMBER OF COMMERCE** ("Contractor").

**WHEREAS**, Contractor agrees to provide a grant for small business technical assistance and to contract for the administration of the revolving loan fund for a one-year period, and City agrees to provide funding for such services pursuant to this Agreement;

**NOW, THEREFORE**, in consideration of the promises and mutual agreements hereinafter set forth, the parties hereto do mutually agree as follows:

1. **DURATION.** The term of this Agreement shall begin September 1, 2008 and end on August 31, 2009.
  
2. **SCOPE.** Contractor agrees that any and all funds paid to it by the City shall be used as follows:
  - A. **Small Business Assistance – Value \$66,000.00**  
The Contractor shall assist the Economic Development Department of the City of El Paso in assisting and advising small business for the purpose of creating and retaining jobs in the City of El Paso in accordance with the Performance Goals and Measurements set forth in **EXHIBIT "A"** attached hereto and incorporated by reference.
  
  - B. **City/County Revolving Loan Fund Program Administration – Value \$24,000.00**  
The Contractor shall assist the Economic Development Department of the City of El Paso in marketing and administering the City/County Revolving Loan Fund in accordance with the Scope of Services set forth in **EXHIBIT "B"** attached hereto and incorporated herein by reference and using U.S. Department of Labor May 2005 Metropolitan Area Occupational Employment and Wage Estimates attached as **EXHIBIT "C"** as the wage criteria for the loans they package.
  
3. **PERSONNEL AND FACILITIES.** The Contractor represents:
  - A. That it has, or will secure at its own expense, all personnel required to perform the services under this contract and that such personnel shall not be employees of or have any contractual relationship with the City;

- B. That personnel whose duties include financial management or the management of money and who perform services under this contract shall be bonded by a surety acceptable to the City;
- C. That the Contractor shall provide the City with copies of all criteria for selection of personnel and shall maintain such criteria in a current condition; and
- D. Contractor shall provide such office space, equipment, supplies and other materials as may be necessary to accomplish the services outlined herein.
4. **INDEPENDENT CONTRACTOR.** It is expressly understood and agreed by and between the parties that Contractor is hired and engaged as an independent contractor and is not an officer, agent or employee of the City.
5. **PERFORMANCE.** The Parties hereby adopt the FY 2008 Performance Measurement Goals in **EXHIBITS "A" and "B"** attached hereto and incorporated herein for all purposes. The City shall have the right to monitor performance of the contract on a periodic basis to assure compliance with the provisions of this Agreement. The Contractor will provide assistance and information needed by the City in monitoring and evaluating the performance of the Contractor in all areas of accountability. Contract Performance reports shall be submitted within 15 days after the end of each quarter to the Director of the Economic Development Department.
6. **VISITS.** The City may visit the Contractor's premises at any time for the purpose of verifying that the Contractor is in compliance with the terms of this Agreement. Request for such visit by the City shall be made for the purposes of auditing, monitoring, or evaluating any federal, state, or City regulations which apply to this program.
7. **BUDGET.** Contractor shall maintain revenue provided by the City in a separate account in and shall maintain complete and accurate financial records of each expenditure of such revenue. Contractor shall report quarterly to the Director of Economic Development Department on such expenditures and on request of the City Manager shall make the records available for inspection and review.

Funds provided by the City may be spent by the Contractor for day-to-day operations including supplies, salaries, office rental, travel expenses and other administrative costs, only if directly related to the economic development goals stated herein. The City shall have the right to audit records and review the financial status of the project and, upon determination that unexpended funds will remain, shall at its sole option adjust the contract budget to reallocate such identified excess funds to other projects.

This Agreement is exclusively between the City and Contractor. Contractor shall provide to the City any and all documentation that may be required to substantiate the billings for the services provided hereunder.

8. **PAYMENT SCHEDULE.** Contractor must submit invoices with all applicable receipts evidencing monies that have been expended related to the services provided herein to the Director of Economic Development Department. Payments will be made to Contractor on a quarterly basis, and only after the submission of reimbursement requests and approval by the Director of Economic Development Department based on demonstrated performance of objectives, to be documented as provided herein, with reports of activities conducted under this Agreement. The City shall not be billed for any expenses for which Contractor is reimbursed from any other source.

9. **TERMINATION.** Either party may terminate this Agreement, with or without cause, upon 30 days notice to the other party. In the event of early termination, any funds hereunder advanced, which have not been spent or obligated according to the budget attached hereto, must be promptly reimbursed. Upon termination of this Agreement, the Contractor shall deliver to the City all papers, work papers, and other materials that the City is required to have in its possession.

In the event that the City terminates this Agreement or, in lieu of termination continues the Agreement on the condition that certain breaches or defaults of said contract are remedied within a reasonable period of time, the City shall reserve and retain the right to demand reimbursement of funds improperly allocated or spent by Contractor. In the event Contractor requests that City substantially amend the services to be delivered, as described herein, then City has the right to terminate this Agreement. Should City so terminate this Agreement then settlement of the Agreement so terminated shall be made.

10. **NOTICES.** All notices, communications and reports under this Agreement shall be either hand-delivered or mailed, postage prepaid in the United States Postal Service, to the respective parties at the respective addresses shown below, unless and until either party is otherwise notified in writing:

**CITY:** City Manager  
City of El Paso  
#2 Civic Center Plaza  
El Paso, Texas 79901-1196

**With copy to:** Kathryn B. Dodson  
Director of Economic Department  
#2 Civic Center Plaza  
El Paso, Texas 79901-1196

**CONTRACTOR:** Cindy Ramos-Davidson, President/CEO  
El Paso Hispanic Chamber of Commerce  
201 East Main  
El Paso, Texas 79901

11. **INDEMNIFICATION.** The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this Agreement. The Contractor expressly agrees to indemnify and hold harmless the City from any and all liabilities and obligations incurred due to its negligence, any actions outside its scope of authority, any of its negligent acts or any omission to act, any breach of contract, or actions of the Contractor outside the scope of this Agreement.
12. **LIABILITY INSURANCE.** The Contractor shall file a Certificate of Liability Insurance that is satisfactory to the City from an insurance company licensed to do business in Texas, which refers to this Agreement by date, certifying that such insurance coverage is in effect and naming Contractor as the insured and the City of El Paso as an additional insured. Minimum coverage provided by such policy shall be \$250,000 for each person and \$500,000 for each occurrence for bodily injury or death and \$100,000 per occurrence for damage to property. Such policy shall contain a provision that it shall not be canceled without notice to the City of El Paso.
13. **REGULATIONS.** Both parties hereto agree and recognize that laws, rules and regulations related to this Agreement and performance by either party are subject to change. As such, both parties specifically agree that any of the provisions in this Agreement may be changed to bring this program or the City of El Paso into compliance with such laws, rules, and regulations. Notice of such change will be given to the other party as soon as notice is received by either party of the changes in applicable laws, rules, and regulations; however, any such changes which must take effect to bring the City of El Paso or this program into compliance with such changes will take effect as soon as is needed to comply with such changes in the laws, rules, and regulations.
14. **NO ASSIGNMENT OF AGREEMENT.** Contractor shall not assign, delegate, or attempt to so convey an interest in this agreement. In the event Contractor does attempt to so convey an interest in this Agreement, said Agreement shall be terminable, at the discretion of the City, without notice to Contractor.
15. **COMPLIANCE WITH LAWS.** Contractor shall comply with all applicable federal, state and local law including all City ordinances, codes and regulations. In particular, Contractor must file the Assurance required under the City's ordinance to prohibit discrimination against disabled persons. Failure to do so in any manner which materially impairs the quality of performance hereunder, or affects the administration of the funds provided hereunder shall constitute a material breach of this Agreement.

**PROHIBITED ACTS.** Contractor covenants during this Agreement period that:

- (a) **Conflict of Interest:** It has had no interest in, and shall not acquire any interest, direct or indirect, in any contract or subcontract which will conflict in any manner or degree with the performance of the services performed under this Agreement. Any violation of this paragraph, with knowledge express or implied, by the Contractor shall render this Agreement voidable by the Mayor of the City of El Paso or by the El Paso City Council and shall entitle the City to appropriate reimbursement.

- (b) Discrimination: No person in the United States has been or will be, on the grounds of race, creed, color, national origin or sex, excluded from participation in, denied the benefits of, or subject to discrimination under, any program or activity funded in whole or in part with funds made available to the Contractor pursuant to the terms of this Agreement.
  - (c) Discriminatory Criteria: Contractor may not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination on the basis of race, creed, color, sex or national origin, or of defeating or substantially impairing accomplishment of the objects of programs funded pursuant to this contract with respect to individuals of a particular race, color, national origin, creed or sex.
  - (d) Prohibited Interests: No member, officer, or employee of the Contractor, or its designees or agents, or members of the governing body of the City of El Paso, and no other public officials of the City of El Paso who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, has had any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work performed in connection with the program assisted under this Agreement.
17. **NON-RELIGIOUS ACTIVITIES.** The Contractor will provide the stated services in a manner that is exclusively non-religious in nature and scope. There will be no religious services, proselytizing, instruction, or any other religious influences in connection with the stated services.
  18. **ACCESSIBILITY STANDARDS.** Contractor must file the Assurance required under City Ordinance 9779, prohibiting discrimination against disabled persons. Failure to do so in any manner which impairs the quality of performance hereunder, or affects the administration of the funds provided hereunder shall constitute a breach of this Agreement. Contractor will comply with any federal law that applies to grantees of the City.
  19. **SUBCONTRACTORS.** None of the services covered by this Agreement shall be subcontracted without the prior written consent of the City. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them.
  20. **RATIFICATION.** The Parties acknowledge that similar services were provided by the Contractor to the City of El Paso and that the Contractor has been fully compensated by the City for all services and by approving this Agreement, the City Council ratifies the prior actions by the City Manager to procure the services.

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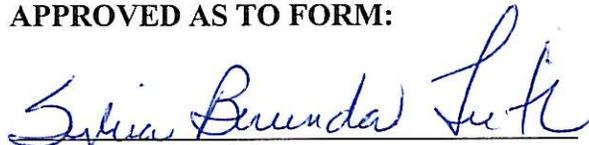
21. **ENTIRE AGREEMENT.** This Agreement constitutes and expresses the entire agreement of the parties hereto in reference to the services of the Contractor for the City and in reference to any of the matters herein provided for or herein discussed or mentioned in reference to the providing of such services, all promises, representations, and understandings relative hereto being herein merged.

IN WITNESS WHEREOF, the Parties have executed this Agreement in the City of El Paso on the \_\_\_ day of \_\_\_\_\_ 2008.

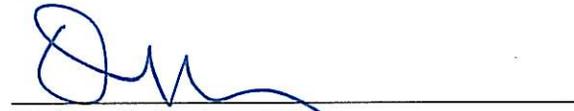
**CITY OF EL PASO**

\_\_\_\_\_  
Joyce A. Wilson  
City Manager

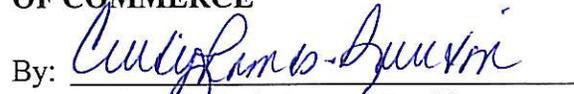
**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Sylvia Borunda Firth  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Kathryn B. Dodson, Director  
Economic Development Department

**CONTRACTOR:  
EL PASO HISPANIC CHAMBER  
OF COMMERCE**

By:   
\_\_\_\_\_  
Name Printed: Cindy Ramos-Davidson  
Title: President & CEO

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**EXHIBIT "A"**  
**El Paso Hispanic Chamber of Commerce**  
**FY 2009 Performance Goals and Measurements**

Small Business Assistance – Value \$66,000

Objective: To provide technical assistance and support to local small, minority and women-owned businesses to increase market opportunities and create new jobs.

Measurements:

- 1) Provide direct technical assistance counseling and support to 100 businesses or micro enterprises within the following industry sectors:
  - a. Micro enterprises
  - b. Services
  - c. Technology
  - d. Manufacturing
  
- 2) Create 200 new jobs as a result of the direct technical assistance provided to businesses that meet or exceed the wages set forth in “Exhibit C-May 2007 Metropolitan Area Occupational Employment and Wage Estimates El Paso, TX; U.S. Department of Labor, Bureau of Labor Statistics.”
  
- 3) Provide direct technical assistance and support to 25 businesses for the purpose of business development through government procurement.

Industry Sectors	Businesses Assisted		Jobs Created/ Retained		Location	Procurement Assistance		Wage Criteria (Appendix A)	Financing Assistance New RLF Loans		
	Goal	Actual	Goal	Actual		Goal	Actual		Goal	Actual	
											Bank
Micro enterprise											
Services											
Technology											
Manufacturing Suppliers											
	Goal	Actual	Goal	Actual		Goal	Actual		Goal	Actual	
Total	100		200			25			\$300,000		

## EXHIBIT "B"

### City/County Revolving Loan Fund Program Administration – Value \$24,000

Objective: Perform as administrator for City/County Revolving Loan Fund program and provide technical assistance to business clients as follows:

- a. Serve as the initial Point of Contact for the RLF program and provide applicants loan market, demographics and economic information;
- b. Manage outreach and marketing of program to attract potential small business clients through promotion in regular publications in Chamber newsletter, on-line newsletter and Chamber events;
- c. Initiate and engage in communication and training with participating and potential banks;
- d. Provide small business guidance and loan application packaging assistance to applicants;
- e. Review and evaluate applications submitted to RLF Board for consideration;
- f. Manage coordination of RLF Board, including member nominations, meeting scheduling, agendas and minutes;
- g. Maintain RLF program loan documentation files;
- h. Conduct and document follow-up services to existing loan recipients to maintain tracking of loan disbursement use, start-up success, job creation, etc.
- i. Comply with federal reporting requirements and prepare and submit quarterly, semi-annual and annual reports to NAD Bank, and the EDA on the status of loans both active and pending. All reports and documentation must be submitted to Economic Development Director for review and approval within at least 10 days prior to official due date.

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