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Rosemary, Neill

Contract Approval Form

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COMMISSIONERS

CONTRACT SUMMARY

Approve and authorize the County Judge to sign a Historic Site Tourist Promotion and Preservation Services Agreement between El Paso County and the El Paso County Historical Commission for \$20,000 for a term beginning October 1, 2012 and ending September 30, 2013.

ADDITIONAL BACKGROUND: The El Paso County Historical Commission is a statutorily authorized organization. The Commission's activities include installation of historical markers for sites within the County. These sites include those that meet state historical commission requirements as well as sites of

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STATE OF TEXAS)

COUNTY OF EL PASO)

HISTORIC SITE TOURIST
PROMOTION AND PRESERVATION
SERVICES AGREEMENT

This contract is entered into by and between the County of El Paso, a political subdivision of the State of Texas, hereinafter referred to as "County", and El Paso County Historical Commission, hereinafter referred to as "Contractor", witnesseth:

WHEREAS, the County wishes to engage the services of Contractor for the tourist promotion of the historic sites located in the County of El Paso and to encourage, promote, and improve historical preservation and restoration, pursuant to Texas Tax Code Sections 352.102(a) and (b); and

WHEREAS, Contractor is knowledgeable and capable of providing said services and related activities in El Paso County, Texas; and

WHEREAS, Contractor's annual budget, attached hereto as Exhibit A, is hereby approved and made a part hereof for all purposes;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. Contractor shall provide the programs and services identified in Exhibit B, attached hereto and made a part hereof for all purposes.

2. TIME OF PERFORMANCE BY CONTRACTOR. The services of Contractor shall be performed between October 1, 2012 through September 30, 2013, regardless of the date of execution of this agreement.

3. COMPENSATION AND METHOD OF PAYMENT. The County will reimburse Contractor in an amount not to exceed Twenty Thousand and 00/100 Dollars (\$20,000.00) for invoices presented to the County Contract Administrator, hereby designated as Rosemary Neill, and verified by her as being authorized reimbursable expenditures pursuant to Section 4 incurred between October 1, 2012 and September 30, 2013.

Invoices which are not presented by October 31, 2013 shall not be reimbursed pursuant to this agreement.

Contractor shall submit itemized invoices describing in detail the tourist promotion and historic preservation and restoration goods and services to be reimbursed. All invoices shall bear the letterhead of the person or company providing said goods or service and the cost and shall show that they are for goods and services provided to Contractor between October 1, 2012 and September 30, 2013.

After the County Contract Administrator has verified the invoices as authorized reimbursable expenditures, within her sole discretion, she shall present said invoices with her recommendation to the El Paso County Auditor for payment. Payment shall be made within 15 days of presentation to the auditor.

4. AUTHORIZED REIMBURSABLE EXPENDITURES. Authorized reimbursable expenditures shall be defined as labor, equipment, and materials necessary to perform the scope of services as outlined in Contractor's Scope of Services (Exhibit B), and which are within the express budgeted line items of Contractor's budget (Exhibit A) as being eligible for reimbursement by the County. Authorized reimbursable expenses shall not include the general operating expenses of Contractor.

5. ADDITIONAL DUTIES OF CONTRACTOR.

5.1 Contractor shall assume a fiduciary duty with respect to the hotel tax revenue received hereunder.

5.2 Contractor shall report at least quarterly to the El Paso County Commissioners Court regarding the services performed and expenditures made by Contractor to date. Said report shall include the Performance Measures attached hereto as Exhibit C.

6. LIMITATION ON USE OF FUNDS AND INDEMNIFICATION. Contractor shall expend said funds only for the purposes authorized in Texas Tax Code Sections

352.102(a)(2) and (3) and shall indemnify and reimburse the County for any and all County funds which are not spent in accordance with the terms of this contract and Texas Tax Code Sections 352.102(a)(2) and (3).

7. INDEPENDENT CONTRACTOR RELATIONSHIP. Nothing herein shall be construed as creating a relationship of employer and employee between the parties. The County shall not be subject to any obligations or liabilities of Contractor which may be incurred in the performance of this contract. Contractor expressly agrees to indemnify and hold harmless the County for any and all damages incurred by the County due to any breach of contract or negligent acts or omissions or other defalcations on the part of Contractor, its agents, members or employees.

8. AVAILABILITY OF FUNDS. Contractor understands and agrees that this agreement is not binding on the County unless and until the funds to be paid by the County under this agreement are included in and available for expenditure from the annual operating budget of the County. This fact may be certified to by the El Paso County Auditor pursuant to Texas Local Government Code Section 111.093(c).

9. LAW GOVERNING CONTRACT. For the purpose of determining the place of the contract and the law governing the same, it is agreed that the contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas.

10. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to any of the matters herein provided for, all promises, representations and understandings relative thereto herein being merged.

11. NOTICE. Any notices required under this agreement shall be sufficient if sent by

Certified Mail, Return Receipt Requested, at the following addresses:

COUNTY: County Judge Veronica Escobar
301 El Paso County Courthouse
500 E. San Antonio
El Paso, Texas 79901

CONTRACTOR: Bernard J. Sargent
Board Chairman
El Paso County Historical Commission
819 W. Sunset
El Paso, Texas 79922-2146

IN WITNESS WHEREOF the parties have executed this agreement.

ATTEST:

THE COUNTY OF EL PASO

County Clerk

By _____
County Judge Veronica Escobar

APPROVED AS TO CONTENT

EL PASO COUNTY
HISTORICAL COMMISSION

Director, Family and Community Services

By _____
Bernard J. Sargent
Board Chairman

EXHIBIT A

FY 12-13

El Paso County Historical Commission

Historical Markers/Signage State and Local/ National Register Installation and Dedication	\$ 7,000
Texas Mountain Trail Regional Cash Match	\$ 3,000
Marker Refurbishment Supplies/Materials	\$ 0
Airport Gate B6 Project (El Paso Heritage/ Culture Presentation on Walls for Travelers	\$ 1,000
Heritage Brochures (including reprints)	\$7,000
Video Cannel Update	\$ 1,500
Stationary/Postage/P. O. Box	\$ 500
Total	\$20,000

EXHIBIT B

SCOPE OF SERVICES

The El Paso County Historical Commission discharges the state mandated responsibility to initiate and conduct programs suggested by County Commissioners Courts and the Texas Historical Commission. As a County Historical Commission, its charge is to preserve Texas heritage for the use, education, enjoyment, and economic benefit of present and future generations.

1. To support the preservation of countless historic buildings, historic artifacts, documents and other elements of Texas history.
2. To serve as advisors to Commissioners Court on matters of historic preservation.
3. To develop archival collections, promote local history celebrations and heritage tourism and publish books or brochures that deal with the County's history and its historic sites.
4. To undertake surveys of cultural and historic resources, conduct oral history projects and all other manner of preservation programs.
5. To work cooperatively with other groups and organizations to promote historical and cultural sites in El Paso County that develop and sustain heritage tourism.
6. To identify state historic sites and apply to the Texas Historic Commission for state historic marker designation.
7. To identify sites of local historic interest and place local markers at the site to enhance an understanding of the site in the context of the County's history.
8. To work with the Texas Historic Commission on promoting the Texas Mountain Trail Region as a site for regional tourism.
9. To promote interest in historic sites through the promotion of signage that identifies an historic site for tourism.

EXHIBIT C

PERFORMANCE MEASURES

FY 2012-13

EL PASO COUNTY HISTORICAL COMMISSION

Quarterly Reporting Period: From October 1 to September 30

PERFORMANCE MEASURE	CONTRACT OBJECTIVES PER QUARTER	RESULTS PER QUARTER	RESULTS TO DATE
Number of volunteers and volunteer hours			
Number of historic markers identified for state recognition.			
Number of markers refurbished during the year.			
Number of guided brochures printed and distributed to promote tourism.			
Number of way finding signs installed in the community to identify a historic site.			
Number of Registered National Historic Landmarks dedicated.			