



FAMILY AND COMMUNITY SERVICES

Date: November 25, 2008

To: Delia Briones, County Clerk

From: Rosemary Neill

Re: Commissioners Court Agenda

Please place the following item on the Commissioners Court agenda for December 1, 2008:

Approve and authorize the County Judge to sign a Tourist Promotion Services Agreement for \$3,000 between El Paso County and the El Paso Mission Trail Association, Inc. for tourist promotion to attract and assist visitors to the historic missions and sites for a term beginning October 1, 2008 and ending September 30, 2009.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Rosemary V. Neill", is written over a light blue horizontal line.

Rosemary V. Neill

Director

Memorandum

To: County Judge Anthony Cobos, Commissioner Luis Sariñana, Commissioner Veronica Escobar, Commissioner Miguel Teran and Commissioner Daniel Haggerty

From: Rosemary Neill

Date: 11/26/2008

Re: Approval and Authorize Signature Tourist Promotion Services Agreement

Action Item

Approve and authorize the County Judge to sign a Tourist Promotion Services Agreement for \$3,000 between El Paso County and the El Paso Mission Trail Association, Inc. for tourist promotion to attract and assist visitors to the historic missions and sites for a term beginning October 1, 2008 and ending September 30, 2009.

Fiscal Impact

Funds are available from hotel occupancy tax funds.

Background Information

The Mission Trail Association promotes educational, preservation and tourism efforts along the Mission Trail and other historic sites.

The Mission Trail Association provides guided tours of the Mission Trail and the historic communities of Ysleta, Socorro and San Elizario to out of town tourist who visit the Mission Valley. The Association also promotes a greater understanding of cultural events and distributes tourism materials to those visiting the trail.

Approval of this Agreement enables the Association to continue its work.

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 The El Paso Mission Trail Association, Inc., a Texas non-profit corporation, hereinafter referred to as "Contractor", witnesseth:

WHEREAS, the County wishes to engage the services of Contractor for tourist promotion of the County of El Paso and its vicinity to attract and assist visitors to the historic missions and sites of the El Paso area and to encourage, promote, and improve historical preservation and restoration of the missions, 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, 2008 through September 30, 2009, regardless of the date of execution of this agreement.
3. COMPENSATION AND METHOD OF PAYMENT. The County will pay to Contractor an amount of Seven Dollars (\$7.00) per out-of-town visitor which Contractor provides with a historic tour of the Mission Trail Historical District, performed between October 1, 2008 and September 30, 2009. In no event shall Contractor be paid in excess of Three Thousand and 00/100 Dollars (\$3,000.00) during the term of this Agreement.

Contractor shall prepare and present sworn invoices to the county Contract Administrator, the County Family and Community Services Department Director, or her designee, in the form attached hereto as Exhibit C. Invoices presented after November 30, 2009 shall not be reimbursed.

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. ADDITIONAL DUTIES OF CONTRACTOR. Contractor shall report at least quarterly to the El Paso County Commissioners Court regarding the services performed by Contractor to date and said report shall include the information included in the Contractor's performance measures, attached hereto as Exhibit D.

5. 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.

6. 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).

7. 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.

8. 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.

9. NOTICE. Any notices required under this agreement shall be sufficient if sent by Certified Mail, Return Receipt Requested, at the following addresses:

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

CONTRACTOR: Mary Perez
President
El Paso Mission Trail Association, Inc.
P.O. Box 1010
San Elizario, Texas 79849

IN WITNESS WHEREOF the parties have executed this agreement.

ATTEST:

THE COUNTY OF EL PASO

County Clerk

By _____
County Judge Anthony Cobos

APPROVED AS TO CONTENT

EL PASO MISSION TRAIL
ASSOCIATION, INC.

Rosemary V. Neill
Contract Administrator

By _____
Mary Perez
President

APPROVED AS TO FORM:

Assistant County Attorney

EXHIBIT A

Category	In-Kind	MTA	County	Total
Personnel				
Executive Director		\$13,000		\$13,000
Volunteers (15 @ \$7/hr@ Average of 1440 hrs/yr)	\$10,080			\$10,080
Personnel Total	\$10,080	\$13,000		\$23,080
Tours				
Out-of-Town Tours (300 visitors @\$7.00/visitor)			\$2,100	\$2,100
Out-of-town visitor ads			\$900	\$900
Tours Total			\$3,000	\$3,000
Operational Expenses				
Insurance		\$900		\$900
Postage		\$800		\$800
Office Equipment		\$1,800		\$1,800
Office Supplies		\$500		\$500
Accounting Services		\$250		\$250
Janitorial	\$500			\$500
Utilities	\$3,600			\$3,600
Building Rental	\$36,000			\$36,000
Internet Access		\$250		\$250
Website Development	\$4,000	\$120		\$4,120
Total Operational Expenses	\$44,100	\$4,620		\$48,720
Total Projected Cost	\$54,180	\$17,620	\$3,000	\$74,800

EXHIBIT B
SCOPE OF SERVICES
FY 2008-09
MISSION TRAIL ASSOCIATION

GENERAL PROMOTION AND PRESERVATION OF HISTORIC MISSION VALLEY SITES

The Mission Trail Association's primary focus is to promote and preserve the historical sites and rich culture and heritage of the Mission Trail Historic District from Ysleta, through Socorro to San Elizario. We will provide tours of the Mission Trail to out-of-town visitors to encourage, promote and improve historical preservation and restoration of the missions and market the Mission Trail and historic areas.

EXHIBIT C
PAYMENT REQUEST INVOICE FORM

Payment request for services provided from ___/___/___ to ___/___/___:

Tour Given:

DATE: _____

SITES TOURED: _____

NUMBER OF PERSONS IN TOUR: _____

NAME OF ORGANIZATIN/CONVENTION OF OUT-OF-TOWN VISITORS: _____

Tour Given:

DATE: _____

SITES TOURED: _____

NUMBER OF PERSONS IN TOUR: _____

NAME OF ORGANIZATIN/CONVENTION OF OUT-OF-TOWN VISITORS: _____

Tour Given:

DATE: _____

SITES TOURED: _____

NUMBER OF PERSONS IN TOUR: _____

NAME OF ORGANIZATIN/CONVENTION OF OUT-OF-TOWN VISITORS: _____

Tour Given:

DATE: _____

SITES TOURED: _____

NUMBER OF PERSONS IN TOUR: _____

NAME OF ORGANIZATIN/CONVENTION OF OUT-OF-TOWN VISITORS: _____

Tour Given:

DATE: _____

SITES TOURED: _____

NUMBER OF PERSONS IN TOUR: _____

NAME OF ORGANIZATIN/CONVENTION OF OUT-OF-TOWN VISITORS: _____

Tour Given:

DATE: _____
SITES TOURED: _____

NUMBER OF PERSONS IN TOUR: _____
NAME OF ORGANIZATIN/CONVENTION OF OUT-OF-TOWN VISITORS: _____

Tour Given:

DATE: _____
SITES TOURED: _____

NUMBER OF PERSONS IN TOUR: _____
NAME OF ORGANIZATIN/CONVENTION OF OUT-OF-TOWN VISITORS: _____

Tour Given:

DATE: _____
SITES TOURED: _____

NUMBER OF PERSONS IN TOUR: _____
NAME OF ORGANIZATIN/CONVENTION OF OUT-OF-TOWN VISITORS: _____

Tour Given:

DATE: _____
SITES TOURED: _____

NUMBER OF PERSONS IN TOUR: _____
NAME OF ORGANIZATIN/CONVENTION OF OUT-OF-TOWN VISITORS: _____

TOTAL NUMBER OF PERSONS FOR THIS INVOICE: _____

I, THE UNDERSIGNED, DO HEREBY RQUEST PAYMENT FOR PROVIDING MISSION TRAIL HISTORIC DISTRICT TOURS TO _____ PERSONS AT \$7.00 PER PERSON, FOR A TOTAL OF \$ _____ AND DO SWEAR AND AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND CORRECT:

(SIGNATURE) _____

(PRINTED NAME) _____

EXHIBIT D

MISSION TRAIL ASSOCIATION

2008-09

PERFORMANCE MEASURES AND REPORTING

Quarterly Reporting Period: From _____ to _____

PERFORMANCE MEASURE	CONTRACT OBJECTIVES PER QUARTER	RESULTS THIS QUARTER	RESULTS TO DATE
Number of tours of the missions and the mission trail to out-of-town visitors and the number of persons given tour	15 tours per quarter 150 persons given tour	Number of Tours Given: Total Number of Persons Given Tour:	Number of Tours Given: Total Number of Persons Given Tour:
Conduct fundraising initiatives to cover operational expenses	Become self-supporting		
Identify funding sources to cover expenses	Become self-supporting		