

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

DEPARTMENT: Museums and Cultural Affairs

AGENDA DATE: April 15, 2008

CONTACT PERSON/PHONE: Yolanda Alameda 541-4896

DISTRICT(S) AFFECTED: All

SUBJECT:

Approve a Resolution that the City Manager be authorized to sign the Interlocal Agreement entitled Temporary Advertising Services Agreement between the City of El Paso and the County of El Paso, Texas, ("County") for support of marketing and advertising of the 2008 El Paso Museum of Art Binational, advertising services which will be partly funded by way of reimbursement awarded by the County from the County hotel occupancy tax funds.

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?

MCAD submitted a grant request to the County of El Paso, and the County of El Paso granted an amount of \$33,000 on January 28, 2008 to provide direct out-of-town tourist promotion and advertising of the 2008 El Paso Museum of Art Binational to solicit and bring visitors to El Paso County.

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?

No cost consideration.

BOARD / COMMISSION ACTION:

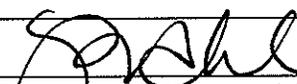
Enter appropriate comments or N/A

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: Joyce A. Johnson

DATE: 4/7/08

RESOLUTION

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

That the City Manager be authorized to sign the Interlocal Agreement entitled Temporary Advertising Services Agreement between the City of El Paso and the County of El Paso, Texas, ("County") for support of marketing and advertising of the 2008 El Paso Museum of Art Binational, advertising services which will be partly funded by way of reimbursement awarded by the County from the County hotel occupancy tax funds.

ADOPTED this _____ day of _____, 2008.

CITY OF EL PASO

John F. Cook, Mayor

ATTEST:

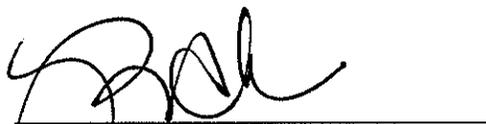
Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Yolanda R. Alameda, Director
Museums and Cultural Affairs
Department

STATE OF TEXAS)
COUNTY OF EL PASO)

TEMPORARY ADVERTISING
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 City of El Paso, a Texas home-rule municipality, acting through the El Paso Museum of Art, hereinafter referred to as "Contractor", witnesseth:

WHEREAS, the County wishes to engage the services of Contractor for the general promotion and tourist advertising of the County of El Paso and its vicinity to attract visitors, pursuant to Texas Tax Code Sections 352.1015 and 352.102(a)(2); and

WHEREAS, Contractor will provide said services by its out-of-town advertising of The 2008 El Paso Museum of Art Binational to be held in El Paso, Texas on June 8, 2008, to August 24, 2008 to attract tourists and other visitors to El Paso County; and

WHEREAS, Contractor's El Paso Museum of Art annual budget, attached hereto as Exhibit A, is hereby approved;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. Contractor will provide direct out-of-town tourist promotion and advertising of El Paso County and its vicinity as the site of The 2008 El Paso Museum of Art Binational, and will, through such advertising and promotion, solicit and bring visitors to El Paso County.
2. TERM. This agreement shall be effective as of January 28, 2008, regardless of its date of execution. The services of Contractor and all terms and conditions of this agreement are to be performed by September 30, 2008.

3. COMPENSATION AND METHOD OF PAYMENT. The County will pay to Contractor in an amount not to exceed Thirty-three Thousand and 00/100 Dollars (\$33,000) for advertising invoices presented to the County Contract Administrator and verified by the administrator as being an authorized reimbursable expenditure pursuant to Section 4 hereof. Contractor shall submit itemized advertising invoices describing in detail the advertising and promotion services performed for the 2008 El Paso Museum of Art Binational. All invoices shall bear the letterhead of the person or company providing said services and the cost of each service. After the County Contract Administrator has verified that the invoices and supporting documentation are authorized expenditures, the administrator shall then present said invoices with their recommendation to the El Paso County Auditor for payment. Payments should be made within 15 days of receipt of all proper documentation to the auditor.

4. AUTHORIZED REIMBURSABLE EXPENDITURES. Direct out-of-town advertising authorized for reimbursement pursuant to this agreement shall be defined as print, radio, television, or billboard advertising that is received, heard, or viewed at least 50 miles outside of the limits of the City of El Paso, Texas. Advertising which is viewed, read or heard both within and outside the 50 mile distance from the city limits shall be reimbursed only in the percentage that out-of-town viewers/readers/listeners bear to the total viewing/reading/listening audience of the particular media company utilized. Advertising production costs shall only be reimbursed in the percentage that the out-of-town audience of media companies utilized bear to the total viewing/reading/listening audience of the particular media companies.

5. Omitted.

6. Omitted.

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 that may be incurred in the performance of this contract.

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 shall 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 deemed received 5 days after deposit in the United States Mail by Certified Mail, Return Receipt Requested, or upon the date of hand delivery, at the following addresses:

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

CONTRACTOR: Ms. Joyce Wilson
El Paso City Manager
2 Civic Center Plaza
El Paso, Texas 79901

IN WITNESS WHEREOF the parties have executed this agreement in the manner required by law.

ATTEST:

THE COUNTY OF EL PASO

Delia Briones
County Clerk

By *Anthony Cobos*
County Judge Anthony Cobos

ATTEST:

THE CITY OF EL PASO

City Clerk

By _____
Ms. Joyce Wilson
El Paso City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

[Signature]
Assistant County Attorney

[Signature]
Assistant City Attorney

EXHIBIT A

EL PASO MUSEUM OF ART
Budget Summary Report

Projected Budget
FY'08

Contractual Services	69,543
Materials and Supplies	24,600
Operating Expenditure	55,800
Salaries Wages and Employee Benefits	651,967
Art Museum Administration - Staff and Operations	\$ 801,910

Contractual Services	3,000
Materials and Supplies	1,600
Operating Expenditure	350
Salaries Wages and Employee Benefits	135,394
Art Museum Education - Staff and Operations	\$ 140,344

Contractual Services	25,200
Materials and Supplies	4,900
Operating Expenditure	12,000
Salaries Wages and Employee Benefits	181,235
Art Museum Curatorial - Staff and Operations	\$ 223,335

Operating Expenditure TCA Exhibits	4,478
Salaries Wages and Employee Benefits TCA Education	8,872
Texas Commission on the Arts Museum Grants	\$ 13,350

Salaries Wages and Employee Benefits	35,486
Art Museum School Program Services	\$ 35,486

Contractual Services	5,000
Special Projects Tom Lea Endowment	\$ 5,000

Capital Outlay	24,665
Art Acquisition - Lipscomb Museum	\$ 24,665

Contractual Services	48,910
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EXHIBIT A

EL PASO MUSEUM OF ART
Budget Summary Report

	Projected Budget FY'08
Materials and Supplies	20,854
Non-Operating Expenditure	2,950
Operating Expenditure	1,914
Salaries Wages - Katherine Smith	17,857
Employee Benefits - Katherine Smith	4,879
Art Museum Marketing and Promotion Restricted	\$ 97,364
Contractual Services (Moor and Moleen Foundation)	7,800
Materials and Supplies (Left from paying salary out of Instruction)	1,000
Non-Operating Expenditure	500
Operating Expenditure (Shiloff Family foundation)	5,000
Salaries Wages	34,879
Employee Benefits	5,404
Art Museum Education Programs Restricted	\$ 46,783
Contractual Services	5,701
Art Museum Curatorial Programs Restricted	\$ 5,701
Contractual Services	10,000
Art Museum Special Program Projects	\$ 10,000
Contractual Services	3,512
Materials and Supplies	50,043
Operating Expenditure	10,061
Salaries Wages	63,616
Employee Benefits	63,616
Art Museum Membership	\$ 63,616
Contractual Services	2,000
Materials and Supplies	11,993
Non-Operating Expenditure	1,000
Operating Expenditure	1,000
Salaries Wages and Employee Benefits	66,117
Art Museum Gift Shop	\$ 82,110
Grand Total	\$ 1,502,881

EXHIBIT B

EVENT ADVERTISING BUDGET

El Paso Museum of Art Binational 2008

**Marketing Budget
Expense**

	City/Region/National	Size/Price/Duration
Magazines		
Art in America	National	\$3,300 full page, 4 color,
American Art Review	National	\$1,500 full page, 4 color
Fahrenheit	National	\$2,800 full page, 4 color
Texas Monthly Magazine	All of Texas	\$4,739 1/3 page, 4 color \$4,739
Southwest Art Magazine	Southwest Region	\$1,700 1/2 page, 4 color \$1,700 aprox.
Albuquerque Arts Magazine	New Mexico	\$600 1/2 page b&w, \$600
Tucson Lifestyle Magazine	Southeast Arizona	\$2,167 1/2 page, 4 color \$2,167
Ser Empresario Magazine	Cd. Juarez - Cd. CHIH	\$800 full page, 4 color, \$800 per mo.
Production		\$1,000
Radio/PSAs		
	Tucson	\$500 \$250 per month
	Outskirts Santa Fe	\$500 \$250 per month
	Midland/Odessa	\$500 \$250 per month
	Lubbock	\$500 \$250 per month
	Chihuahua City	\$500 \$250 per month
	Santa Fe	\$500 \$250 per month
	Albuquerque	\$500 \$250 per month
Production		\$500
Rack Cards/Brochures		
Rack Cards		\$1,900 10,000 printed
Production		\$500
Newspapers		
The INK Newspaper	West Texas, New Mex	\$450 1/2 page, color, \$450
Albuquerque Journal or Tribune	New Mexico	\$3,300 1/2 page in both
El Diario De Chihuahua	Delicias, Cuahatemoc	\$504 1/2 page, color, Friday \$504
Silver City Press	West Texas, New Mex	\$600 1/2 page, color, Friday
Truth of Consequences Herald	New Mexico	\$300 1/2 page, Tuesday printing weekly
La Jornada Newspaper	National/Chihuahua	\$670 1/2 page, color ad for one day
Catalogue		
100 Page full color illustrated/bilinugal		\$18,500
Invitation		
Exhibition invitations	all regions/artists lists	\$4,000 7000
E-invitation: production	all regions/artists lists	\$500
Special lectures/Events invitations	all regions/artists lists	\$4,000 7000
Postage		\$3,000
Total Advertising Budget		\$60,830