

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

DEPARTMENT: Museums and Cultural Affairs

AGENDA DATE: June 24, 2008

CONTACT PERSON/PHONE: Yolanda Alameda 541-4896

DISTRICT(S) AFFECTED: All

SUBJECT:

That the City Manager is authorized to execute an agreement with the Smithsonian Institution wherein the City shall pay the Smithsonian Institution \$25,078 for the public purpose of advertising and promotional benefits for the City, expenses related to the inclusion of El Paso participants, and production of one concert showcasing El Paso artists as part of the Smithsonian Institution's exhibit "A Celebration of Texas Music, Food and Wine" at the 2008 Smithsonian Folklife Festival.

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?

El Paso has been selected to participate at the 42nd Annual Smithsonian Folklife Festival on the National Mall in Washington, D.C. between June 25-July 6, 2008. This two-week event brings artists and folk like representatives to the National Mall to demonstrate the skills, knowledge, and aesthetics that embody the creative vitality of community-based traditions; and annually the Festival focuses on one nation, a state, an industry or a theme. This year the state selected for participation is Texas, and as such, we have a unique opportunity to market and showcase El Paso at this high profile event with food and music. The Smithsonian Folklife Festival, through a curatorial process, has invited Los Arrieros Mariachis and Avila's Family Restaurant to share the cultural traditions of the El Paso region.

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?

The Museums and Cultural Affairs Department and the Convention and Visitor's Bureau together with private sector fundraising are partnering to include the city of El Paso in this cultural event that draws a over one-million visitors to the festival.

\$10,000 General Fund Account 55010299/01101/55000/502215

\$15,078 Public/Private Sector Support and Fundraising

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

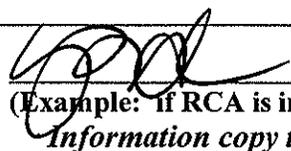
N/A

*****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: *Atkinson*

DATE: 6/16/08

RESOLUTION

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

THAT the City Manager is authorized to execute an agreement with the Smithsonian Institution wherein the City shall pay the Smithsonian Institution \$25,078 for the public purpose of advertising and promotional benefits for the City, expenses related to the inclusion of El Paso participants, and production of one concert showcasing El Paso artists as part of the Smithsonian Institution's exhibit "A Celebration of Texas Music, Food and Wine" at the 2008 Smithsonian Folklife Festival.

ADOPTED this _____ day of _____ 2008.

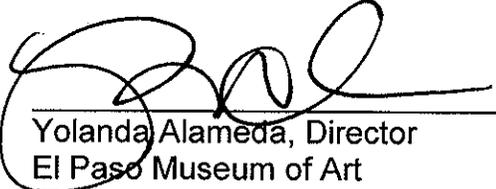
THE CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

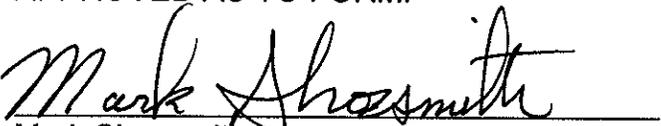
Richarda Duffy Momsen,
City Clerk

APPROVED AS TO CONTENT:



Yolanda Alameda, Director
El Paso Museum of Art

APPROVED AS TO FORM:



Mark Shoosmith
Assistant City Attorney

AGREEMENT
Between
THE CITY OF EL PASO
And the
SMITHSONIAN INSTITUTION

THIS AGREEMENT is entered into by and between the City of El Paso, 2 Civic Center Plaza, 1st Floor, El Paso, Texas 79901, (hereinafter, "CEP") and the SMITHSONIAN INSTITUTION, 1000 Jefferson Dr., SW, Washington, D.C. 20560, (hereinafter "SI").

WHEREAS, SI, by and through its Center for Folklife and Cultural Heritage (hereinafter, "CFCH") is planning an exhibit, "A Celebration of Texas Music, Food and Wine," an exhibition program highlighting on the great heritage of music, food, and winemaking from the state of Texas (hereinafter, the "Program"), to be presented during the period June 25 to July 6, 2008 at the 2008 Smithsonian Folklife Festival (hereinafter, the "Festival") outdoors on the National Mall of the United States in Washington, D.C.; and

WHEREAS, CEP is willing to assist with the financial support of the program;

NOW, THEREFORE, the parties agree as follows:

1. THE PROGRAM

The program will focus on the great heritage of music, food and winemaking from the state of Texas. The program will host demonstrations, musical and dance performances, food and wine presentations, and discussions about the Texas' history and traditions.

2. FUNDING AND PERIOD OF PERFORMANCE

2.1 CEP will provide funding to SI in the amount of \$25,078 (twenty-five thousand seventy-eight dollars) for expenses related to the production of one concert as part of the program, and the inclusion of participants to the program from the El Paso area. These expenses will include, but not be limited to, cost for food, housing, transportation, insurance [as required of participants by S.I] and fees for participant artists. A listing of the participants (to be funded) is detailed in Appendix A.

2.2 Payment to the Smithsonian will be made as follows:
One payment of \$25,078 (twenty-five thousand seventy-eight dollars) upon execution of this agreement by the duly authorized representatives of each of the parties. The payment will be made by check payable to "Smithsonian Institution" and payment will be sent to:

Smithsonian Institution
Accounts Receivable
24133 Network Place
Chicago, IL 606373-1241
Reference: Designated code: 686097

2.3 The period of performance for this project is June 30, 2008 through December 31, 2008.

2.4 CEP represents to SI that CEP considers this a binding commitment. CEP understands that SI is relying on this commitment; more specifically that SI will be making financial obligations of its own in reliance on CEP's commitment.

2.5 Smithsonian's contribution towards El Paso participant travel cost. Smithsonian agrees that it will contribute and provide four (4) round trip airline tickets for use by El Paso participants. The cost of said tickets is \$2,000.00 (two thousand dollars).

2.6 Nothing in this Agreement will prevent SI from seeking additional sources of funding for the Program or from providing appropriate recognition of the source of the additional funding not inconsistent with this Agreement.

3. RECOGNITION & BENEFITS: SI will recognize CEP where appropriate. The placement and format of any credit line bearing the name of CEP will be reviewed in advance by CEP and must be mutually agreed upon. CEP agrees not to unreasonably withhold such agreement, in light of the need to equitably accommodate the other funders. In exchange for the funding provided, CEP will receive recognition and benefit in the following ways:

- CEP will be listed by name on Festival general and program area signs (approximately 24 signs on the National Mall, in front of the National Museums, and in the program area);
- CEP will be announced from Festival sound stages in the program area between performances (approximately 300 times);
- CEP will be announced during Festival opening ceremony;
- CEP will be listed by name on the credit page in the Smithsonian Folklife Festival Program Book;

- CEP will be listed by name in Smithsonian press releases about the Festival and the program;
- CEP will be listed by name in Smithsonian Folklife Festival brochures (50,000) promoting the event;
- CEP will be listed by name on Smithsonian Folklife Festival websites (over 1 million page views/month);
- CEP will receive invitation to the Festival's Opening Ceremony;
- CEP will receive a private tour of the Festival by a senior staff.

4. ADDITIONAL ACTIVITIES

4.1 SI will offer CEP the first opportunity to fund additional activities that are related to the Program. SI may seek funding elsewhere if CEP chooses not to fund any additional activity.

4.2 CEP may provide material for distribution from a table made available for such purposes in the SI festival Marketplace tent.

4.3 CEP or its designees (mutually agreeable by both parties to this agreement) will speak/or introduce acts during the El Paso nightly concert.

5. PUBLICITY AND PROMOTION

5.1 SI and CEP will issue a joint press release, approved by all parties in advance, announcing this funding. Such approval will not be unreasonably withheld, in light of the need to equitably accommodate all of the funders. Richard Kennedy, Acting Director, will provide that approval on behalf of the Smithsonian Institution Center for Folklife and Cultural Heritage; Yolanda Alameda, City of El Paso, Director for Museums and Cultural Affairs, or her designee, will provide the approval on behalf of CEP.

5.2 Except as specifically provided for herein, CEP may not use the names of the Smithsonian, the Center for Folklife and Cultural Heritage, any other SI museum or office, or the name of the program, in any manner whatsoever, including in CEP's product/promotions or on product/promotion packaging or at point of purchase, or in advertising, promotion, publicity, or fund-raising.

6. INDEMNIFICATIONS.

6.1 To the extent authorized by law, SI agrees to indemnify and hold harmless CEP, and its officers, directors, employees and representatives from all claims, demands, liabilities, expenses (including reasonable attorneys fees) and damages that are asserted by third parties arising out or related, directly or indirectly, to SI's creation and presentation of the Program.

6.2 To the extent allowed by the laws of the State of Texas, CEP agrees to indemnify and hold harmless SI and its officers and employees from all claims, demands, liabilities, expenses (including reasonable attorneys fees) and damages asserted by third parties, except those asserted to be caused by the negligence of SI, asserted to be caused by or arising out of CEP's actions pursuant to this Agreement and/or CEP's exercise of the benefits granted to it pursuant to this Agreement. Nothing in this Agreement shall constitute a waiver of CEP's, defense of sovereign immunity to any and all claims under this Agreement.

6.3 CEP acknowledges that the Smithsonian falls within the purview of the Federal Tort Claims Act (27 U.S.C. sec. 2670, et. seq.); and that the General Counsel of the Smithsonian Institution is authorized to settle all claims against the United States (Smithsonian Institution) for damage to property, personal injury, or death caused by the negligent act or failure to act of a Smithsonian Institution employee in the course of his/her employment cognizable under the Federal Tort Claims Act, as amended, up to the amount of \$25,000. Any claims beyond that amount require approval by the U.S. Department of Justice; and that in some instances, this may be an exclusive remedy.

7. FORCE MAJEURE

Neither party shall have any liability to the other for any failure to perform, or for any cancellation in connection with performance of any obligations hereunder, if such failure or cancellation is due to, or in any manner caused by, the laws, regulations, acts, demands, orders or interpositions of any government, or by acts of God, strikes, fire, flood, weather, war, terrorism, rebellion, insurrection or any other causes beyond the control of either party, whether similar or dissimilar to the foregoing.

8. AUTHORIZED REPRESENTATIVES

8.1 SI Institutional Representative. The Smithsonian designates an Institutional Representative who will serve as the primary official for the Agreement and to whom all notices or other communications permitted or required under this Agreement should be sent. The Institutional Representative shall have authority to bind the Smithsonian to this Agreement and to any amendments and shall interpret the terms and conditions, as necessary. The Institutional Representative is:

Mr. J. Scott Robinson, CRA
Director, Office of Sponsored Projects
Smithsonian Institution
2011 Crystal Drive, Suite 352
Arlington, VA 22202
Phone: 202-633-7110
Fax: 202-633-7119
e-mail: violet@si.edu

8.2 SI Technical Representative. For the purposes of liaison, direction and coordination of daily operational matters, SI shall be represented by Diana Parker, Festival Director, Smithsonian Center for Folklife and Cultural heritage, 600 Maryland Avenue, SW, Suite 2001, Washington DC 20024-2520, Phone (202) 633-0653, Fax (202) 633-6474, email dianaparker@si.edu.

8.3 CEP Representative. For the purposes of liaison, direction and coordination of daily operational matters, CEP shall be represented by Yolanda Alameda, City of El Paso, Director for Museums and Cultural Affairs, 2 Civic Center Plaza, 6th Floor, El Paso, Texas 79901, Phone: (915) 541-4481, Fax: (915) 541-4902, email alamedayx@elpasotexas.gov.

8.4 Representative. SI and CEP shall advise each other in writing of any substitution for said representatives.

9. OTHER PROVISIONS

9.1 Captions. The captions and headings contained in this Agreement have been inserted for reference and convenience only and in no way define, limit, or describe the text of this Agreement or the intent of any provision.

9.2 Association. The parties, by this Agreement, do not intend to create a partnership, principal/agent, master/servant, or joint venture relationship, and nothing in this Agreement shall be construed as creating any such relationship between the parties.

9.3 Modification. Neither party shall be bound by any definition, condition, warranty, representation, modification, consent, or waiver, other than as expressly stated herein, unless set forth in a writing executed by the authorized representatives of each party.

9.4 Assignment. This Agreement and the rights granted hereunder may not be assigned by either party, except with the express written permission of the other party.

9.5 Entire Agreement. This Agreement constitutes the entire legal agreement between the parties relating to the subject matter hereof. All prior negotiations, representations, agreements, and understandings are ineffective and are superseded by this Agreement.

9.6 Audit Access to Records. SI shall maintain books and records regarding the performance of this Agreement (including that performed by subcontractors) and retain such records for at least three years from the date of this Agreement's termination. CEP or any of their duly authorized representatives may review, audit, copy, or disclose the contents of such books or records at any time.

ACCEPTED AND AGREED TO BY THE AUTHORIZED REPRESENTATIVE OF THE PARTIES.

SMITHSONIAN INSTITUTION

CITY OF EL PASO

By: _____
J. SCOTT ROBINSON, CRA
DIRECTOR
OFFICE OF SPONSORED PROJECTS

By: _____
JOYCE A. WILSON
CITY MANAGER

Date: _____

Date: _____

List of Participants to be funded

Los Arrieros - Mariachi band – participants (Juan Alberto Contreras, Manny Andrade, Javier Villarreal Jr., Angel Hernandez, Omar Daniel Lopez, Albert Gil Martinez Jr., Antonio, Luis Bordonada, Jose Montes Jr., Eduardo Alfonso Hernandez, Joseph Baca, Manuel Talamantes III, Gabriel Prado, Leopoldo Gomez, Rene Eduardo Castañeda, Doug Edward Brown);

Avila's Mexican Food – One (1) participant (Bob Avila)

El Paso Texas at the Smithsonian

El Paso has been selected to participate at the 42nd Annual Smithsonian Folklife Festival on the National Mall in Washington, D.C. between June 25-July 6, 2008. This two-week event brings artists and folk like representatives to the National Mall to demonstrate the skills, knowledge, and aesthetics that embody the creative vitality of community-based traditions; and annually the Festival focuses on one nation, a state, an industry or a theme. This year the state selected for participation is Texas, and as such, we have a unique opportunity to market and showcase El Paso at this high profile event with food and music. The Smithsonian Folklife Festival, through a curatorial process, has invited Los Arrieros Mariachis and Avila's Family Restaurant to share the cultural traditions of the El Paso region.

El Paso will participate in the following:

- **“El Paso Night” on July 3 at the Festival with a main stage performance by Los Arrieros, and**
- **El Paso’s artists and folk life representatives will participate in presentations, workshops and demonstrations on the mall during the Festival.**

The benefits of El Paso participation:

- Cost –effective way to market El Paso and at this free public event that:
 - Draws one million visitors annually
 - Reaches 40 million readers and viewers through print and electronic media
- Showcasing El Paso’s culture through authentic food and music at a high-quality program with name recognition that:
 - Provides exhibitions with quality signs, photo-text panels, a program book/catalogue, learning centers, sales shops and food concessions.
 - Has been shown to have strong impacts on policies, scholarship, and other local initiatives. Energizing the local community to develop festival programs, generate laws, institutions, educational programs, etc that support culture and heritage.
 - Is the largest annual cultural event in the U.S. capital, the Festival receives considerable publicity.

Enclosed is more information on our invited participants and the Smithsonian Folklife Festival.

Contact: Yolanda R. Alameda, Director – Museums and Cultural Affairs Department
alamedayx@elpasotexas.gov 915.541.4896



Los Arrieros:

Mariachi Los Arrieros is dedicated to the preservation, exposure, and education of Mariachi music, while being role models for today's youth. This local group, formed in 1996, has not only touched the hearts of people around the nation, but has also geared their knowledge in educating children in the history and traditions of mariachi music. Arriero is a Spanish word meaning drover, the person who drives cattle or mules to their destinations. Los Arrieros have been living up to the definition of their name by guiding a younger generation in the education of the history and traditions of mariachi music. Los Arrieros have taught clinics and workshops on Mariachi music and its heritage to people of all ages in places which include: Las Cruces, Denver, Omaha, Tucson, Chandler, San Antonio, and in their hometown of El Paso.



Avila's

6232 N. Mesa
10600 Montana

For more than 50 years, Avila's Restaurant has been dishing out quality Mexican food and consistent good service. That's what the owners say they strive for day in and day out, and it's what El Pasoans want to reward. The restaurant, which has two locations, was voted as the Best Mexican Restaurant in the El Paso Times Best of the Border contest in 2006.

42nd Annual Smithsonian Folklife Festival

Where: National Mall, Washington, D.C.

When: June 25-June 29 and July 2-6, 2008
Open daily 11 a.m. to 5:30 p.m. and evening events at 6 p.m.

What: The Smithsonian Folklife Festival is an international exposition of living cultural heritage annually produced outdoors on the National Mall of the United States in Washington, D.C., by the Smithsonian Institution's Center for Folklife and Cultural Heritage. The Festival takes place for two weeks every summer overlapping the Fourth of July holiday.

- The Festival is usually divided into programs featuring a nation, region, state or theme.
- Over the years, it has brought more than 23,000 musicians, artists, performers, craftspeople, workers, cooks, storytellers, and others to the National Mall to demonstrate the skills, knowledge, and aesthetics that embody the creative vitality of community-based traditions.

The 2008 the Smithsonian Folklife Festival will focus on the following:

- **Country:** **Bhutan, Land of the Thunder Dragon** – Celebrating Bhutan's special approach towards life in the 21st century
- **Industry:** **NASA** - Showcasing the role that the men and women of NASA have played in broadening the horizons of American science and culture
- **State:** **TEXAS** - Exploring a dynamic and creative society, built upon rich natural resources, thriving cosmopolitan cities and engaging rural landscapes. Texas at the Smithsonian Folklife Festival will focus on the great heritage of music, food, and winemaking from every region of the state.