

CITY OF EL PASO, TEXAS
DEPARTMENT HEAD'S SUMMARY REQUEST FOR COUNCIL ACTION (RCA)

DEPARTMENT: AIRPORT
AGENDA DATE: 8-29-06
CONTACT PERSON/PHONE: Patrick T. Abeln, A.A.E. – 780-4724
DISTRICT(S) AFFECTED: 03

SUBJECT:

Resolution authorizing the City Manager to sign a Contract for sponsorship of a guest sho for underprivileged children and adults between the City of El Paso and IOS Amigo Airsho, Inc. for the air show at Biggs Army Airfield, Ft. Bliss, Texas, on October 6, 2006. The total amount of the contract shall not exceed \$30,000.00.

BACKGROUND / DISCUSSION:

The City of El Paso through its Department of Aviation has been a seven (7) year sponsor of the Friday Guest Sho. The special performance on Friday, October 6, 2006 allows 1,000 – 2,500 underprivileged children and adults from El Paso and area communities who are not able to attend the regular Airsho performance due to economic, physical, or mental challenges. The benefits derived from sponsorship includes positive community relations, enhanced awareness of the facilities and services available at the Airport, and the benefits of air transportation available at the Airport.

PRIOR COUNCIL ACTION:

Yes, the Department of Aviation has funded this sponsorship for the past seven years.

AMOUNT AND SOURCE OF FUNDING:

Airport Enterprise Fund. There is no impact on the General Fund Revenue.

BOARD / COMMISSION ACTION:

Approved by Airport Advisory Board.

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) Raymond L. Telles **FINANCE:** (if required) _____
Raymond L. Telles Asst. City Attorney

OTHER: Patrick T. Abeln, A. A. E., Director of Aviation Patrick Abeln
(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: _____

RESOLUTION

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

That the City Manager be authorized to sign a Contract for Advertising between the CITY OF EL PASO and IOS AMIGO AIRSHO, INC. for the air show at Biggs Army Airfield, Ft. Bliss, Texas, on October 6, 7 and 8, 2006. The total amount of the contract shall not exceed \$30,000.00.

ADOPTED this ____ day of _____ 2006.

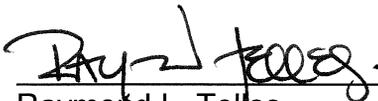
THE CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Raymond L. Telles
Assistant City Attorney

APPROVED AS TO CONTENT:



Patrick T. Abeln, A. A. E.
Director of Aviation

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT FOR ADVERTISING

This Contract is entered into by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, ("City"), and **IOS AMIGO AIRSHO, INC.** ("Contractor").

WHEREAS, Contractor will hold an air show at Biggs Army Airfield, Ft. Bliss, Texas on October 6, 7 and 8, 2006, commonly known as the Amigo Airsho ("Airsho"); and

WHEREAS, Contractor desires that City, acting through its Department of Aviation ("Airport"), purchase advertising related to the Airsho; and

WHEREAS, City has determined that benefits will flow to the Airport due to advertising the Airsho in the form of positive community relations, enhanced awareness by the general public of the facilities and services available at the Airport, and of the benefits of air transportation available at the Airport, all of which are beneficial to the governmental function of operating an airport;

NOW THEREFORE, it is agreed between the parties as follows:

ARTICLE I - TERM

The term of this Contract shall begin on the date of execution by both parties and end on **October 8, 2006**.

ARTICLE II - CONSIDERATION

- A. City shall pay to Contractor an amount not to exceed the sum of **THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00)** for advertising services related to the Airsho.
- B. In addition to the general public relations and marketing benefits of being an advertiser of the Airsho, City shall receive the following:
1. **Sponsorship – Media & Special Guest Sho.**
 - Identification as the Exclusive Sponsor of the Friday Media/Guest Sho.

- Press conference acknowledging City sponsorship of 1,000-2,500 area underprivileged children and adults. Press conference will include Special Guest Pilots and any other Special Guest performers taking part in the Airsho.
- Special performance on Friday, October 6, 2006 for underprivileged children and adults from El Paso and area communities not able to attend the regular Airsho performance due to economic, physical, or mental challenges.
- Participation in “Birthday Bash” – City wishes Airsho a “Happy 25th Birthday”, including: (i) cake and ice cream for children; (ii) 2-3 Airsho characters available to meet and interact with children; and (iii) special invitations to be sent to children.
- Banners advertising the Airsho shall be placed prominently throughout the Airsho, including on the Airsho tarmac (banners shall be provided by City).

2. Media Exposure.

- Inclusion of City in all television, radio, and print advertising promoting the Airsho. City shall be provided with a media schedule of television and radio exposure. A tentative schedule for public service announcements shall also be provided to City.
- Identification of the Airsho as an Airsho sponsor by placement of the Airsho logo in all press releases, interviews, brochures, and posters advertising the Airsho. City shall be provided with all drafts of press releases, brochures, and posters for review and approval in advance of publication.

3. Partnership Announcements.

- Live mentions throughout Media Day and Special Guest Sho.
- Live mentions throughout both days of the Airsho.
- Live mentions throughout Volunteer and Sponsor Meetings.

4. Collateral Materials.

- A two-page spread color advertisement in the souvenir program (camera-ready artwork to be provided by City).
- Placement of City logo in Airsho newsletters, media packets, volunteer handbooks, and posters.
- Placement of City logo and website link on the Airsho website.

C. This Contract is exclusive between City and Contractor. City has, and shall have, no ownership interest or control in the Airsho, any profits therefrom or in Contractor, nor shall City have any right or obligation to control or operate the Airsho or any portion thereof. Under no circumstances shall City be required to

pay more than the amount set forth above. Any use of the term "Sponsor" by Contractor when referring to City shall simply mean the City has purchased advertising services and in no way be construed to imply that City is legally responsible for the Airsho or any activities therein.

ARTICLE III - TERMINATION

Either party may terminate this Contract by written notice if the other party is in default in a material matter hereunder. If City shall terminate this Contract after paying Contractor, then City may request and Contractor shall make total remittance of the amount previously paid to the Contractor. Termination shall be without prejudice to any obligation by one party to the other, which shall have accrued and be owing prior to termination. Upon termination of this Contract, the Contractor shall deliver to the City within thirty (30) days all papers, work papers, and other materials in which the City has exclusive rights by virtue hereof or which the City is required to have in its possession as justification or documentation for the expenditure of the advertising funds.

ARTICLE IV - NOTICE AND REGULATIONS

- A. All notices, communications, and reports under this contract shall be either hand-delivered or mailed, postage prepaid, 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, TX 79901-1196

COPY TO: Patrick T. Abeln, A.A.E.
Director of Aviation
El Paso International Airport
6701 Convair Road
El Paso, TX 79925-1091

CONTRACTOR: Alicia Aguilar
Executive Director
IOS Amigo Airsho, Inc.
2829 Montana, Suite 202
El Paso, TX 79901

- B. The parties agree and recognize that all the conditions to this Contract and performance by either party are subject to local, state, and federal laws, rules, and regulations, which may be subject to change. Any of the provisions in this

Contract may be changed at the direction of City to bring this program or City into compliance with such laws, rules, and regulations. Notice of such change will be given in writing to either party as soon as notice is received by either party of the changes in applicable laws, rules, and regulations; provided, however, that any such changes which must take effect to bring City, Contractor, or the Airsho into compliance with such changes will take effect as soon as is needed to comply with such changes in the laws, rules, and regulations.

ARTICLE V - INSURANCE AND INDEMNIFICATION

- A. Contractor agrees that it will carry general liability insurance in minimum amounts of FIVE MILLION AND 00/100 DOLLARS (\$5,000,000.00) combined single limit issued by an insurance company authorized to do business in the State of Texas. Prior to **September 15, 2006**, Contractor shall file a copy of the standard certificate of insurance and the declarations page of the policy from the insurance company with the City Attorney's Office, certifying that such insurance coverage is in effect and naming Contractor as the insured and the City of El Paso as an additional named insured. The policy shall also contain a provision that it shall not be canceled without thirty (30) days' prior written notice to the City of El Paso.
- B. **CONTRACTOR UNDERSTANDS AND AGREES THAT IT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL SUITS, ACTIONS, DEMANDS, LIABILITIES AND CLAIMS OF ANY CHARACTER, TYPE OR DESCRIPTION BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY INJURIES OR DEATH, OR OTHER ACTIONABLE CLAIMS, SUSTAINED BY ANY PERSON(S) AND DAMAGE OR DESTRUCTION OF ANY PROPERTY ARISING OUT OF, OCCASIONED BY OR RELATING TO THE AIRSHO, OR THE ACTIVITIES CARRIED OUT UNDER THIS CONTRACT INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF CITY OR ITS OFFICERS, AGENTS OR EMPLOYEES.**
- C. **CITY SHALL NOT BE SUBJECT TO ANY OBLIGATIONS OR LIABILITIES OF CONTRACTOR INCURRED IN THE PERFORMANCE OF THIS CONTRACT. WITHOUT LIMITING THE GENERALITY OF THE ABOVE, CONTRACTOR EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS CITY FROM ANY AND ALL LIABILITIES AND OBLIGATIONS INCURRED DUE TO CONTRACTOR'S NEGLIGENCE, ANY ACTIONS OUTSIDE CONTRACTOR'S SCOPE OF AUTHORITY, ANY OF CONTRACTOR'S NEGLIGENT ACTS OR ANY OMISSIONS TO ACT, ANY BREACH OF CONTRACT, OR ACTIONS OF CONTRACTOR OUTSIDE THE SCOPE OF THIS CONTRACT.**

ARTICLE VI – COVENANTS

A. Prohibited Actions.

1. No Conflict of Interest: Contractor will have 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 to be performed under this Contract. Contractor further understands that the Charter of the City of El Paso prohibits any officer or employee of City from having any financial interest, direct or indirect, in any contract with City. Any violations of this paragraph, with knowledge express or implied, by Contractor shall render this Contract voidable by the Mayor of the City of El Paso or by the El Paso City Council.
2. No Discrimination: No person shall, on the grounds of race, creed, color, national origin, sex, sexual orientation or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available to Contractor pursuant to the terms of this Contract.
3. No Discrimination Criteria: Contractor may not utilize criteria or methods of administration of this Contract which have the effect of subjecting individuals to discrimination on the basis of race, creed, color, national origin, sex, sexual orientation, age, or disability.
4. No Assignment Without Consent: Contractor shall not assign, delegate, or attempt to create a novation of this Contract. In the event Contractor does attempt to so convey an interest in or novation of this Contract, the Contract shall be terminable at the discretion of City, without notice to Contractor.
5. Prohibited Interest: No member, officer, or employee of Contractor, or its designees or agents, no member of the governing body of City, and no other public official of City who exercises any functions or responsibilities with respect to the Airsho during his or her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Airsho assisted under this Contract.
6. Hatch Act: Neither City funds nor any personnel which may be employed by Contractor with these funds shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

7. Handicapped Accessibility Standards: Contractor will comply with the guidelines and requirements for accessible design for handicapped persons as established by the Architectural and Transportation Barriers Compliance Board, detailed in 36 CFR Part 1190, and authorized by Section 502 of the Rehabilitation Act of 1973, as amended. Contractor further agrees to comply with City's Ordinance 9779, on Handicapped Accessibility and to file the assurances required therein. Compliance with these rules and regulations shall be a condition of the financial assistance provided to the Airsho, and failure to fulfill these requirements shall subject Contractor to those sanctions specified in the above rules, regulations, and laws and including but not limited to loss of Airsho funds.
- B. Contractor further represents: (i) that it has, or will secure at its own expense, all personnel required to perform the services required under this Contract; (ii) that such personnel shall not be employees of, or have any contractual relationship with, City; and (iii) that all personnel having financial management duties and who perform services under this Contract shall be bonded.

ARTICLE VII - NO ADDITIONAL EXPENSES

Contractor agrees that it will be solely responsible for all expenses related to the Airsho and that City will not incur any expenses except as expressly provided herein. Contractor further agrees to coordinate with all applicable City departments to provide traffic control and safety precautions for the Airsho. Contractor shall be responsible for any expenses incurred related to such services and shall immediately reimburse City for any traffic control and safety services provided by City for the Airsho.

ARTICLE VIII - MISCELLANEOUS

- A. This Contract supersedes any prior agreement or representations of the parties hereto in reference to the services provided by Contractor for City and contains the complete and entire agreement between the parties regarding the subject matter hereof.
- B. Each of the persons executing this Contract on behalf of Contractor warrants to City that Contractor is a duly authorized and existing corporation, that Contractor has full right and authority to enter into this Contract, that each and every person signing on behalf of Contractor is authorized to do so and that this Contract is fully binding upon Contractor in accordance with its terms.

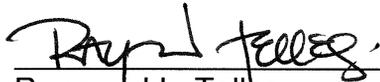
(SIGNATURES BEGIN ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have executed this agreement on the _____ day of _____ 2006.

CITY OF EL PASO:

Joyce A. Wilson
City Manager

APPROVED AS TO FORM:



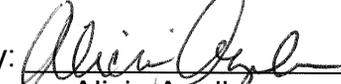
Raymond L. Telles
Assistant City Attorney

APPROVED AS TO CONTENT:



Patrick T. Abeln, A.A.E.
Director of Aviation

IOS AMIGO AIRSHO, INC.

By: 

Name: Alicia Aguilar
Title: Executive Director

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2006, by **Alicia Aguilar**, as **Executive Director** for the **IOS Amigo Airsho, Inc.**

Notary Public, State of Texas