



## FAMILY AND COMMUNITY SERVICES

Date: April 20, 2010

To: Delia Briones, County Clerk

From: Rosemary Neill

Re: Commissioners Court Agenda

---

Please place the following item on the Commissioners Court agenda for May 3, 2010:

Approve and authorize the County Judge to sign a Temporary Advertising Services Agreement for \$40,000 between the County and Fiesta de las Flores, Hispanic Culture Center, Inc. for general promotion and tourist advertising of the County of El Paso and its vicinity to attract visitors.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Rosemary V. Neill", is written over a faint, circular official stamp.

Rosemary V. Neill

Director

# Memorandum

---

**To:** County Judge Anthony Cobos, Commissioner Anna Perez,  
Commissioner Veronica Escobar, Commissioner Willie Gandara, and  
Commissioner Daniel Haggerty

**From:** Rosemary Neill

**Date:** 4/29/2010

**Re:** Authorize County Judge to Sign Temporary Advertising Services  
Agreement-Fiesta de las Flores, Hispanic Culture Center, Inc.

---

## **Action Item**

Approve and authorize the County Judge to sign a Temporary Advertising Services Agreement for \$40,000 between the County and Fiesta de las Flores, Hispanic Culture Center, Inc. for general promotion and tourist advertising of the County of El Paso and its vicinity to attract visitors.

## **Fiscal Impact**

Commissioners Court awarded these funds during its budget hearings on August 27, 2010.

## **Background Information**

During its budget hearings, Commissioners Court authorized funds from hotel occupancy tax (HOT) revenue to support advertising for the 58<sup>th</sup> Annual Fiesta de las Flores. The event is from September 3-5, 2010 at the County Coliseum.

Fiesta de las Flores has a long standing tradition of high quality local and international entertainment. The event is organized to provide attendees a three day Fiesta filled with art, culture and activities.

The Fiesta will attract guests from throughout Texas, New Mexico, Colorado, and Chihuahua, Mexico. The group collaborated with the El Paso Convention & Visitors Bureau to disseminate information through the CVB website.

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 Fiesta de las Flores, Hispanic Culture Center, Inc. , a Texas non-profit corporation, 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 Fiesta de las Flores event held in El Paso, Texas on Labor Day Weekend, September 3-5, 2010 at the El Paso County Coliseum to attract tourists and other visitors to El Paso County; and

WHEREAS, Contractor's 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 Fiesta de las Flores and will, through such advertising and promotion, solicit and bring visitors to El Paso County, as described in Exhibit B attached hereto.
2. TERM. This agreement shall be effective as of March 1, 2010, regardless of its date of execution. The services of Contractor and all terms and conditions of this agreement are to be performed by November 30, 2010.

3. COMPENSATION AND METHOD OF PAYMENT. The County will pay to Contractor in an amount not to exceed Forty Thousand and 00/100 Dollars (\$40,000) 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 Fiesta de las Flores event. 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. Copies (front and back) of all cancelled returned checks relating to the invoices for which the county has issued payment are required to be submitted to the auditor within 60 days after the month in which the checks were issued. Non-compliance with this requirement will result in a material breach of this agreement and will disallow the contractor to receive future consideration for county funding.

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. ADDITIONAL DUTIES OF CONTRACTOR.

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

6. **LIMITATION ON USE OF FUNDS AND INDEMNIFICATION.** In the event that Contractor does not expend funds in the amount of \$40,000.00 on direct out-of-town advertising as defined in Section 4 hereof for Fiesta de las Flores, Contractor **shall indemnify and reimburse the County for any and all funds received hereunder which are not spent in accordance with the terms of this contract.**

7. **INDEPENDENT CONTRACTOR RELATIONSHIP AND INDEMNIFICATION.**

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. Contractor expressly agrees to indemnify and hold harmless the County, its officers, agents and employees, 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, volunteers, 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 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: Fermin Dorado  
President  
Fiesta de las Flores, Hispanic Culture Center, Inc.  
3700 Durazno Ave.  
El Paso, Texas 79905

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 FORM:

FIESTA DE LAS FLORES, HISPANIC  
CULTURE CENTER, INC.

\_\_\_\_\_  
Assistant County Attorney

By \_\_\_\_\_  
Fermin Dorado  
President

EXHIBIT A

FIESTA DE LAS FLORES HISPANIC CULTURE CENTER  
2010 Proposed Organizational Budget - Attachment I

**Revenue:**

	<b><u>Cash</u></b>		<b><u>In-Kind</u></b>
<b>Retained Earnings</b>	\$9,291.00		
<b>Total Retained Earnings</b>		<b>\$9,291.00</b>	
<b>Earned Income:</b>			
Ticket/Box Office	\$150,000		
Concessions	65,000		
Booth Rental	20,000		
Carnival Rides	1,000		
Huacha Tournament	2,000		
Golf Tournament	25,000		10,000
<b>Total Earned Income</b>		<b>\$263,000</b>	
<b>Other Income:</b>			
Rental Income	\$27,700		
Rent-3700 Durazno	185,000		
<b>Total Other Income</b>		<b>\$212,700</b>	
<b>Unearned Income:</b>			
<b>Public Support:</b>			
City of El Paso MCAD	15,000		
EL Paso County	100,000		
EL Paso Community C	10,000		
El Paso Sports Commission			5,000
Housing Authority of E	5,000		10,000
University Medical Cer	10,000		10,000
Ysleta ISD			2,000
El Paso Convention& Visitors Bureau			10,000
<b>Total Public Support:</b>		<b>140,000</b>	

**Private Support:**

Corporations/Businesses:

El Paso Times		25,000
Budweiser L&F Distrib	20,000	
Univision Radio KBNA		15,000
Southwest Airlines		10,000
KINT Univision 26		25,000
EL Paso Electric	5,000	
Wells Fargo Bank	5,000	
Health Scope Benefits	10,000	
JOBE Concrete Produ	5,000	
PEPSICO	15,000	
El Diario		5,000
Wal-Mart	10,000	
Time Warner		25,000
The Greater El Paso C	5,000	
LULAC Council 298 members		75,000
<b>Total Corporations/Businesses:</b>	<b>75,000</b>	
<b>Foundations:</b>		
Hunt Family Foundatic	10,000	
Texas Gas Service	5,000	
<b>Total Foundations:</b>	<b>15,000</b>	
<b>Total Unearned Income:</b>	<b>714,991.00</b>	<b>227,000</b>

---

**Expenses:**

	<b><u>Cash</u></b>	<b><u>In-Kind</u></b>
Salaried&Benefits	81,000	
Utilities	22,000	
Postage & Delivery	1,500	
Mortgage	55,200	
Property Repair & Maintenance	11,210	
Appliances for Rental Unit	10,000	
Office Supplies/Equipment	10,010	



Legal Fees	12,000	5,000
Professional Fees	21,000	15,000
Printing& Reproduction	15,000	50,000
Technical Fees	25,000	5,000
Marketing	60,000	
Public Relations	5,000	
Bank Expense	2,700	
Hotel for Artists	10,000	
Entertainment	100,000	
Equipment Rental	10,000	
Awards	10,000	
Vendor Reimbursement	25,000	
Products for Booths	30,000	
Sales Tax	10,000	
Insurance	13,000	
TAXES	15,100	
Scholarships	50,000	
DFHCC Fund	55,271	
Donations	50,000	
Miscellaneous	5,000	

**TOTAL**

**\$714,991**

**\$85,000**

**EXHIBIT B**

**2010 El Paso County Proposed Event Budget: Fiesta de las Flores**

**REVENUE:**

El Paso Country	\$40,000
-----------------	----------

<b><u>Total Revenue</u></b>	<b><u>\$100,000</u></b>
-----------------------------	-------------------------

**EXPENSES:**

Marketing:

Billboards	\$ 6,500
Television	\$ 6,000
Radio	\$ 26,000
Print	\$ 1,000
Electronic Marketing	\$ 500

<b><u>Total Expenses</u></b>	<b><u>\$ 40,000</u></b>
------------------------------	-------------------------