

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

**DEPARTMENT:** Museums and Cultural Affairs

**AGENDA DATE:** January 10, 2017

**CONTACT PERSON NAME AND PHONE NUMBER:** Tracey Jerome, 212-1783  
Ben Fyffe, 212-1766

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** 4) Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments, 4.1 Deliver bond projects impacting quality of life across the city in a timely, efficient manner

**SUBJECT:**

**APPROVE** a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

**FOR NOTATION:** Contract with Bacon Lee & Associates for \$24,000 to create Mexican American Cultural Center (MACC) project development benchmarks that align to timeline of the pledged \$20 million in private sector fundraising.

**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?

**FOR NOTATION:** Contract with Bacon Lee & Associates for \$24,000 for the following services:

- Perform analysis of MACI's fundraising strategy to date
- Assist MACI in articulating fundraising goals
- Develop a fundraising timeline to integrate with facility design, construction timelines, and project cash flow requirements (date specific objectives for dollars raised, plus supporting benchmarks)
- Develop performance metrics which can be used by City Council and staff to evaluate success of campaign goals and objectives
- Present timelines and benchmarks to stakeholder groups and incorporate feedback
- Present final timelines and benchmarks to the MACC Subcommittee and and El Paso City Council within 120-150 days of project start

Timelines and benchmarks will allow for staff and Council to gauge fundraising progress and advance project phasing responsibly.

**PRIOR COUNCIL ACTION:**

Has the Council previously considered this item or a closely related one?

On January 26, 2016, the programmatic study for the Abraham Chavez Theatre/Mexican American Cultural Center was approved by Council. Staff was directed that follow-up was to be project development benchmarks that align to timeline of the pledged private sector fundraising.

**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?

\$24,000 contract amount is budgeted from non-departmental General Fund

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

A handwritten signature in blue ink, reading "Tracy Teame", is written over a horizontal line.

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

CITY CLERK DEPT.  
2018 DEC 15 PM 1:50

STATE OF TEXAS            )  
                                      )  
COUNTY OF EL PASO        )

**CONSULTING SERVICES AGREEMENT**  
**Bacon Lee & Associates**

THIS CONSULTING SERVICES AGREEMENT (this "*Agreement*") is entered into by and between THE CITY OF EL PASO, a home rule municipal corporation, (the "*City*") and BACON LEE & ASSOCIATES (the "*Consultant*").

**RECITALS**

WHEREAS, on August 21, 2007, City Council adopted Ordinance No. 16727 granting authority to the City Manager or his or her designee or a Department Head to enter into and sign certain contracts on behalf of the City that are employment, personal services, professional services, volunteer services and other contracts authorized in the City Charter; and

WHEREAS, this Agreement falls within the parameters of Ordinance No. 16727; and

WHEREAS, the City desires to engage Consultant to provide consulting services for the City's Museums & Cultural Affairs Department; specifically, to perform a fundraising capacity assessment, and to develop benchmarks and a fundraising timeline, for the Mexican American Cultural Center project; and

WHEREAS, the Consultant possesses the skills, knowledge and experience necessary to perform said services for the City.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **SCOPE OF SERVICES.** The Consultant hereby agrees to perform the consulting services in accordance with the proposal set forth in *Attachment A*, attached hereto and incorporated herein for all purposes.
2. **TERM.** The services of Consultant are to commence upon full execution of this Agreement and shall continue through completion of the services set forth in *Attachment A*, unless terminated sooner as permitted herein.
3. **COMPENSATION AND METHOD OF PAYMENT.** Consultant shall be paid in accordance with the fee schedule set forth in *Attachment A*. In no event shall the total amount of this Agreement exceed \$24,000.00, plus the reimbursable expenses, as outlined in *Attachment A*. Consultant must maintain complete and accurate records for reimbursement of additional expenses allowed under this Agreement. Travel expenses, including hotel, airline tickets and car rental, will be reimbursed by the City upon provision of invoices showing such expenses. The mode of travel whenever feasible shall be by air travel by commercial carrier and shall be the most economical available, but in any event shall never exceed coach fare by air. The City of El Paso will not reimburse Consultant for air travel expenses in excess of standard coach or economy fares.

No benefits will be provided to the Consultant by the City.

Payment shall be due thirty (30) days from the date of the City's receipt of an invoice in accordance with state laws.

The Consultant hereby agrees that at no time will it make a claim against the City for more than the rate provided under the terms of this Agreement.

4. LOCATION OF PERFORMANCE. The Consultant shall perform the services in El Paso, Texas, or at such place(s) as may be necessary or appropriate to fulfill the terms of this Agreement.

5. INDEPENDENT CONSULTANT RELATIONSHIP. Nothing herein shall be construed as creating a relationship of employer and employee between the parties hereto. The City shall not be subject to any obligations or liabilities of the Consultant incurred in the performance of this Agreement unless otherwise herein authorized.

6. LAW GOVERNING AGREEMENT/VENUE. For purposes of determining the place of the Agreement and the law governing the same, it is agreed that the Agreement 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. Venue shall be in the courts of El Paso County, Texas.

7. TERMINATION. Either party may terminate this Agreement without cause after seven (7) days written notice to the other party of the intention to terminate this Agreement, or at any time by mutual agreement of the parties. Should the City have cause to terminate this Agreement or if the Consultant is in breach of this Agreement, the Agreement may be terminated immediately upon written notification to the Consultant of the cause for termination.

8. NOTICE. Any notices required under this Agreement shall be sufficient if sent by Certified Mail postage prepaid, to the City or the Consultant at the following addresses:

CITY: City of El Paso  
Attn: City Manager  
P.O. Box 1890  
El Paso, Texas 79950-1890


WITH COPY TO: Museum & Cultural Affairs Department  
Attn: Tracey Jerome  
400 W. San Antonio  
El Paso, Texas 79901

CONSULTANT: Bacon Lee & Associates  
Attn: Marion T. Lee, CFRE, CEO  
227 E. Lullwood  
San Antonio, Texas 78212

9. COMPLETE AGREEMENT. This Agreement and its attachments constitute and express the entire agreement between the parties hereto in reference to the Consulting Services. In the event that a provision of this Agreement and *Attachment A* conflict with one another, the provision contained in this Agreement prevails.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 30<sup>th</sup> day of November, 2016.

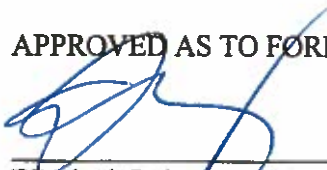
CITY OF EL PASO:

  
\_\_\_\_\_  
Tommy Gonzalez  
City Manager


CONSULTANT:

  
\_\_\_\_\_  
Marion T. Lee, CFRE, CEO  
Bacon Lee & Associates

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Elizabeth Ruhmann  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Tracey Jerome, Director  
Museums & Cultural Affairs Department

CITY CLERK DEPT.  
2016 DEC 15 PM 1:50

## ***ATTACHMENT “A”***

***(Follows on the next page)***



WORKING TO INCREASE OPPORTUNITIES TO ENJOY, ENGAGE AND  
ACCESS THE ARTS IN EL PASO



**bacon lee & associates**  
BRINGING CHARITABLE VISIONS TO LIFE

PROPOSAL FOR  
FUNDRAISING CAPACITY ASSESSMENT  
NOVEMBER 2016

## **Firm Information, Brief History, and Relevant Experience**

**Bacon Lee & Associates** was founded in 1999 with the philosophy that the mission of our nonprofit clients would impact every aspect our work. That motto, "Your mission matters most," drives everything that we do, from time spent listening and understanding organizations, to assembling the best team to work with them, to the services that we provide to advance their various missions and find solutions to their challenges. Our team of talented, experienced professionals offers expert advice, and formulates thoughtful plans and strategies to help effectively address fundraising and organizational needs throughout the region, the State of Texas and beyond.

We believe that **Bacon Lee & Associates** is the right firm to partner with the City of El Paso on this Fundraising Capacity Assessment for several reasons. Our principals and associates have more than 150 cumulative years of hands-on experience leading, managing, and supporting nonprofit organizations. We know that success in fundraising comes from an understanding of your mission, and knowledge of the best practices and philanthropic patterns in El Paso and the surrounding area.

We have had the privilege of working with a number of nonprofits on their Fundraising Capacity Assessments, Feasibility Studies, and Campaigns. Our work products are a singular benefit for our clients. The level of detail provided in our reports gives our clients a fundraising "edge" and positions them in the best way possible for upcoming campaigns.

As the City of El Paso looks to the future, we believe that we are indeed the best partners to assist in developing a comprehensive campaign that can energize and excite your current and former donors to embrace your vision of building a Mexican American Cultural Center (MACI) for El Paso and the surrounding area where the community can come together to celebrate its heritage and enjoy Mexican American programs and exhibits.

**Bacon Lee & Associates** has experience working with small to large and complex organizations in assessing their readiness, and planning and executing their Feasibility Studies and comprehensive Capital Campaigns. We have conducted Feasibility Studies and significant statewide campaigns for clients including: the Witte Museum, St. Edward's University, San Juan Diego Catholic High School, the Thinkery, Texas Public Radio, Seminary of the Southwest, Tarleton State University, Peterson Regional Medical Center, and the Texas State Aquarium, to name a few. We do not believe in nor support a cookie-cutter approach. Each organization has a distinct culture that must be considered as a significant factor in the development of the Feasibility Study and in campaign implementation.





**Marion Lee, CFRE – CEO**

With more than 25 years experience in the charitable sector, Marion Lee joined Michael Bacon in 2000 as co-founder of Bacon Lee & Associates. As a native San Antonian, Marion graduated from the University of Texas in San Antonio with a BBS in Business with a minor in Marketing and Management. After running a successful art gallery and frame shop for seven years, Marion turned her civic and non-profit volunteer work into a full-time career.

As special assistant to the Director of the Witte Museum, Marion assisted with the adventure travel group-the Texas Camel Corps and in 1989, Marion became a development associate at the University of Texas Institute of Texan Cultures. From raising funds for traveling trunks to the Log Cabin on the Back 40, Marion, developed the basic fund raising skills that are the core of her non-profit career. Marion also served as the Capital Campaign Director and Assistant Executive Director for the San Antonio Public Library Foundation that raised \$11.5 million in private funds to enhance and provide new technology for the construction of library in downtown San Antonio.

In 1997, Marion became the CEO of the San Antonio Area Foundation. As CEO, Marion worked with the Board in its first strategic planning process and assisted them in re-organizing the grant and scholarships programs and in developing policies and procedures relating to donor relations and investment management. During her tenure, the Foundation's assets increased from \$36 million to \$102 million. She has served on the Boards of Any Baby Can, the Humane Society of San Antonio & Bexar County, San Antonio 100 and is a member of the 2007 Leadership Texas class. Marion is the recipient of the San Antonio Chapter of the Association for Fundraising Professionals, 2004 Fundraising Professional of the Year award.



**Alexis De Sela, COO**

A native of San Antonio, Alexis is a graduate of the University of Texas at San Antonio where she earned a BBA in human resource management. She offers 32 years of experience in operations and 25 years in human resource management.

Alexis has earned a reputation for being a proven leader who delivers results. She has served as President and CEO of a large manufacturing enterprise in Mexico City employing 600 and was Human Resources Manager for James Avery Craftsman in Kerrville. She was the Corporate and Regional Human Resource Manager for Builders Square and was a senior business analyst and a special projects manager for Firstmark Credit Union before rising to the position of Vice President of Branch Administration there. Before joining Bacon Lee & Associates in 2010, she was Director of Operations for El Buen Samaritano Episcopal Mission in Austin.

Her work at Bacon Lee & Associates has helped nonprofits with feasibility studies, development assessments, strategic planning, operational analysis, process improvement and quality management, project management, developing metrics, and improving organizational performance and productivity. Her skills for developing personnel include leadership development, performance management, recruitment, selection and retention of top talent, development of high-performance teams, and increasing employee engagement and retention.

Alexis serves on the Board Healthy Futures of Texas and enjoys travel, photography, and spending time at her ranch in Kerrville.



**Priscilla Guajardo Cortez, Associate**

Over the past fifteen years, Priscilla has worked with a diverse group of local and national nonprofit organizations focusing on: 1) program design and management; 2) nonprofit governance and 3) fund development. As an attorney and consultant, she has a strong combination of education and experience in the field of gift and estate planning and overall nonprofit management.

Priscilla served as Associate Director of Development for The University of Texas at Austin focusing on major and planned gifts in support of University-wide priorities. She also served as Director of Development and Legal Counsel for Southwest Key Programs, a national nonprofit organization headquartered in Austin, Texas. In this role, she focused on corporate and major gifts in support of a \$7 million capital campaign.

Priscilla earned a bachelor's degree from Texas A&M University, a master's degree in education administration from The University of Texas at Austin, and a law degree from St. Mary's University. Priscilla currently serves on the boards of Ballet Austin and KLRU-TV. She is a founding member of FuturoFund Austin and a graduate of Leadership Austin's Emerge and Essential programs. Priscilla is married to John-Michael V. Cortez and together they have a daughter, Isabella.

## **Fundraising Capacity Assessment Study Overview**

A Fundraising Capacity Assessment provides an outside assessment of an organization's capacity to raise money for a special project, capital campaign or endowment. Through personal interviews, the Capacity Assessment reveals current readiness of MACI staff to undergo a \$20 million capital campaign. The Study will provide a clear roadmap of the steps that must be taken, timelines and benchmarks that must be met to have a successful Campaign.

The goals of this Capacity Assessment Study will be to:

- Perform a fundraising capacity assessment for MACI's fundraising capability to date
- Assist MACI in articulating fundraising goals
- Develop a fundraising timeline to integrate with facility design, construction timelines, and project cash flow requirements (date-specific objectives for dollars raised, plus supporting benchmarks)
- Develop performance metrics which can be used by City Council and staff to evaluate success of campaign goals and objectives
- Present timelines and benchmarks to stakeholder groups and incorporate feedback
- Present final timeline and benchmarks to the Mexican American Cultural Center Subcommittee and El Paso City Council within 120-150 days of project start.

We anticipate between 10 and 15 interviews with select participants. The majority of these will be City and MACI staff and some community stakeholders, many of whom have given advice and support already and who feel an affinity for the project.

The Capacity Assessment will generally take two to three months to complete, depending most upon how quickly interviews can be scheduled.

## **Roles and Responsibilities**

### **Capacity Assessment Study Interviews**

A group of ten to fifteen individuals representing the City of El Paso, Mexican American Cultural Institute, and City Leaders will be selected. We anticipate conducting in-person interviews over a two-day period. We will work with the City of El Paso Assistant Director and the MACI Subcommittee to determine the list of interview prospects based upon specific criteria.

### **Coordination and Logistics**

If at all possible, we will need a lead volunteer or staff member to own the coordination and logistics component. Once the interviewees are selected, the lead volunteer or staff member will:

- Provide addresses and phone numbers
- Work with the consultant team to set up face-to-face interviews

We will work with and support the lead volunteer or staff member so that the Capacity Assessment Study activities are not overwhelming.

### **Consultant Role: Facilitation, Materials Review, Interviews and Analysis**

We will guide the Capacity Assessment Study process by:

- Working with the Assistant City Director and MACI Board Chair or small select Committee to identify the right interview participants
- Maintaining an ongoing list of potential interviews
- Coordinating with lead volunteer or staff member on interview scheduling (we are flexible in this process and take on interview scheduling if needed)
- Interviewing individuals selected and transcribing interview notes
- Analyzing all relevant information including the giving potential of the El Paso and surrounding communities
- Providing benchmark information for similar type Campaigns on a Regional, State, and National level
- Establish realistic goals, timelines, benchmarks and recommendations
- Drafting and presenting the final report to the City and MACI Board

## Sample Timeline for Capacity Assessment Study

Month 1	Create Capacity Assessment Study Work Group Work with lead volunteer to prepare names for review Phone calls to set up appointments
Month 1 - 2	Conduct interviews 8-10 people
Months 2 - 3	Compile interviews and analyze data Draft Report and Executive Summary
Month 3	Present Capacity Assessment Study results to Mexican American Cultural Center Subcommittee and El Paso City Council

- *The Capacity Assessment Study Process can be changed to fit timeline and client needs.*
- This timeline is a best-case scenario and may change slightly based on availability of interviewees.
- In total 10– 15 individuals will be chosen to be interviewed.
- We will maintain regular contact with the designated representative of MACI or The City, noting any issues that emerge from our interviews that warrant immediate attention.

## **End Products of the Capacity Assessment Study Process**

**Full Capacity Assessment Study Report with Confidential Interview Notes:** This document will be given to MACI's Board Chair. It is at her/his discretion to determine how to share the confidential elements. Our recommendation is that the notes pertaining to individual interviews remain confidential.

**Capacity Assessment Study Report:** This document contains everything except the confidential notes from each interview. The report aggregates the information from the interviews and uses direct quotes to help establish particular points. This report includes the consultants' recommendations and strategy for a successful completion of the capital campaign.

**Feasibility Study Executive Summary:** This is a summary of the findings of the larger report. It can be used with any audience and is a useful discussion piece.

**Report to MACI's Board:** The consultants will attend a Board of Directors meeting, if requested, and thoroughly present the Feasibility Study report. We will walk the MACI Board through the report and answer any questions they may have.

## **Strategic Materials Needed from The City of El Paso/MACI**

**We foresee the need for the following information to begin our assessment.**

- Fact Sheet on the proposed new Mexican American Cultural Center
- Vision statement for the Capital Campaign (case for giving up to this point)
- Summary sheet of the elements of the Campaign with estimated dollar amounts
- Selective materials (Board list, annual report, newsletter, information sheets)
- List of current or projected prospects for charitable gifts

Frequently organizations require assistance in creating some or all of this information. We can draft much of this information to be used for the interviews.

## References for Development Assessment Work

<b>Marilyn Garcia</b> Executive Director State of Texas Kidney Foundation 45 NE Loop 410, Suite 255 San Antonio, Texas 78216 (210) 739-9778 <a href="mailto:Marilyn@txkidney.org">Marilyn@txkidney.org</a>	<b>John Webster</b> Head of School San Antonio Academy 117 East French Place San Antonio, Texas 78212 (210) 733-0893 <a href="mailto:jwebster@sa-academy.org">jwebster@sa-academy.org</a>
<b>Annette Rodriguez</b> Executive Director The Children's Shelter 2939 West Woodlawn San Antonio, Texas 78228 (210) 212-2514 <a href="mailto:arodriguez@chshel.org">arodriguez@chshel.org</a>	<b>Tim Morrow</b> President San Antonio Zoo 3903 N. St. Mary's San Antonio, Texas 78212
<b>Richard Peacock, Jr.</b> Texas Cavaliers Charitable Foundation 1250 N.E. Loop 410, Suite 234 San Antonio, Texas 78209 (210) 824-0511 <a href="mailto:richard@rmpeacock.com">richard@rmpeacock.com</a>	<b>Rhonda Smith</b> Executive Director Spirit Reins 2055 County Rd. 284 Liberty Hill, Texas 78642 (512) 779-3868 <a href="mailto:rhonda@spiritreins.org">rhonda@spiritreins.org</a>
<b>Joe Fisher</b> President/CEO Hallmark College System 10401 IH-10 West San Antonio, Texas 78230 (210) 690-9000 <a href="mailto:jfisher@hallmarkcollege.edu">jfisher@hallmarkcollege.edu</a>	





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**Fees and Contract:**

Fundraising Capacity Assessment Total cost: \$24,000  
(three-month period)  
Initial Fee: \$4,000

This fee does not include expenses. See below.

**Capacity Assessment Study Proposed Expenses**

Bacon Lee & Associates Expense Report										
City of El Paso Museums and Cultural Affairs						Date Submitted 10/31/16				
Name Department										
Period To Be Determined						Capacity Assessment Proposed Expenses *				
Per Mile Reimburse 0.54										
Total Due \$5,185.00										
Date	Description of Expense	Airfare	Lodging	Ground Trans. (Rental Car, Taxi)	Meals & Tips	Conf. / Seminars	Miles	Mileage	Misc.	Expense + Mileage
	Southwest - (2) Associates / (3) Round Trips	\$2,570.00						\$0.00		\$2,570.00
	Capacity Assessment Interviews - (2) Associates / (3) Nights		\$900.00					\$0.00		\$900.00
	Misc. Meetings - (CA Results Presentation) (2) Associates / (2) Days		\$600.00					\$0.00		\$600.00
	Meals @ \$54.00 per GSA per diem (2) Associates / (5) Days				\$540.00			\$0.00		\$540.00
	Car Rental			\$575.00				\$0.00		\$575.00
	Capacity Assessment Reports - * Price varies depending on how large and how many reports are requested (Range between: \$200 - \$600)							\$0.00		\$0.00
									<b>Total</b>	<b>\$5,185.00</b>

\*Capacity Assessment proposed expenses may change depending on scheduling charges

To begin the contract, we ask for \$4,000. We are unable to begin work until the signed contract and fee are received. After that, invoices will be submitted at the end of each month of work. Either party may terminate this contract by providing written notice thirty days in advance.

*Please note that the timelines proposed for the campaign are tentative and can be shifted to fit your needs. This pricing structure is valid through December 2016.*

\_\_\_\_\_  
Date:  
Marion T. Lee, CFRE, CEO  
Bacon Lee & Associates

\_\_\_\_\_  
Date:  
Representative of the City of El Paso