

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

CITY CLERK DEPT
2018 DEC 5 PM 11:20

DEPARTMENT: Museums & Cultural Affairs

AGENDA DATE: 12/11/2018

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME
AND PHONE NUMBR: Tracey Jerome (915) 212-1783; Ben Fyffe (915) 212-1766

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 4 - Enhance El Paso's Quality of Life through Recreational, C

SUBGOAL: 4.2 Create innovative recreational, educational and cultural program

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.

Resolution To Authorize the City Manager to sign a Mutual Cooperation Agreement with El Paso Community College for Culinary Program at the Mexican American Cultural Center.

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 recommends a formalized the Mutual Cooperation Agreement with EPCC to create, staff and implement a program focused on Mexican culinary arts at the MACC for a 10-year term. COEP will be responsible for building out spaces based on consultation with EPCC and routine maintenance. EPCC will run the program as a vocational program for students exploring catering, restaurant operations and cooking classes.

- Revenues generated from ticket sales for city-sponsored events will be retained by City
- 25% of annual revenues generated through restaurant sales will be reinvested into Spaces and scholarships.

PRIOR COUNCIL ACTION:

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

On September 18, 2018, City Council approved MACC location at the Main Library. During staff presentation on that date, a potential partnership with EPCC was listed to manage the culinary program.

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?

Multiple kitchens and a rooftop culinary amenity are included in MACC plans, whose overall budget is \$5.75 million from 2012 QOL Bond and \$10 million from the 2019 Capital Plan (Certificates of Obligation). City of El Paso will be responsible for routine maintenance of facility to be budgeted as part of MACC's operating expenses.

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

DEPARTMENT HEAD:

Leahy, L. name

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

RESOLUTION

WHEREAS, The City of El Paso ("City") and the El Paso County Community College District ("EPCC") desire to enter into a non-binding Mutual Cooperation Agreement Proposed Term Sheet regarding the Mexican American Cultural Center at 501 N. Oregon St., El Paso, Texas 79901 ("Cultural Center"); and

WHEREAS, the City intends to provide EPCC a non-exclusive license to operate a restaurant and teaching kitchen ("Culinary Program") in the Cultural Center; and

WHEREAS, the City and EPCC intend the Mutual Cooperation Agreement Proposed Term Sheet to assist with the basic parameters for the operation of Culinary Program located inside the Cultural Center.

WHEREAS, the City Council approves the Mutual Cooperation Agreement Proposed Term Sheet between with EPCC for the Culinary Program located at the Cultural Center.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL AS FOLLOWS:

THAT the City Manager is authorized to sign a Mutual Cooperation Agreement Proposed Term Sheet with El Paso Community College District for the operation of a Culinary Program located at the Mexican American Cultural Center and to continue to negotiate with El Paso Community College District and direct the production of the definitive documents for City Council's consideration.

APPROVED this ____ day of December, 2018.

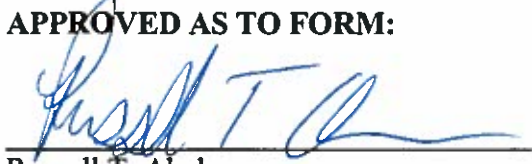
CITY OF EL PASO

Dee Margo, Mayor

ATTEST:

Laura Prine
City Clerk

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

Tracey B. Jerome, Director
Museums & Cultural Affairs Department

MEXICAN AMERICAN CULTURAL CENTER CULINARY PROGRAM
Mutual Cooperation Agreement
PROPOSED TERM SHEET
2018

This non-binding term sheet is intended to summarize principal terms for a Mutual Cooperation Agreement between El Paso County Community College District and the City of El Paso.

PARTIES: El Paso County Community College District ("EPCC"), a political subdivision of the State of Texas.

City of El Paso, Texas ("City"), a home rule city and political subdivision of the State of Texas, and the owner and operator of the Mexican American Cultural Center ("Cultural Center").

OBJECTIVE: To set up the basic parameters for the operation of a restaurant and teaching kitchen ("Space") which will be located inside the Cultural Center.

TERM: Unless terminated sooner by the parties, as provided below, the term of the Agreement is ten (10) years.

USE OF SPACE:

- The City shall provide EPCC a non-exclusive license to operate a culinary program in the Cultural Center in accordance with the terms of a Mutual Cooperation Agreement to be executed by both parties. The Space shall be used for no other purpose. The proposed location of the Cultural Center is at 501 N. Oregon St., El Paso, Texas 79901.

CITY RESPONSIBILITIES:

- The City shall design and construct the Space, in consultation with EPCC, as a part of the Cultural Center.
- The City shall equip the Space in consultation with EPCC, to include consideration of EPCC's suggestions regarding equipment and furniture.
- The City shall provide routine maintenance and upkeep of the Structural Components of the Space, to include fire protection systems, security systems, walls, roofing, floors, utility systems, and landscaping. The City shall satisfy all applicable codes and ordinances, to include requirements related to safety and ventilation.

- The City shall provide waste storage and removal services, to include grease storage and removal. (Bins are located outside of Cultural Center).

EPCC RESPONSIBILITIES:

- EPCC shall work with MCAD to develop metrics by which the operations of the Cultural Center Space shall be assessed and evaluated annually.
- EPCC shall conduct operations its Culinary Program at the Space, including staffing and janitorial services as may be needed.
- Staffing shall consist primarily of students enrolled in the Culinary Program at EPCC.
- EPCC shall provide staff to handle scheduling of all normal operations, which are defined as _____.

MUTUAL RESPONSIBILITIES:

- Special events and venue rentals are contemplated for inclusion in the Agreement. In order to efficiently conduct these activities, the parties shall coordinate the scheduling and staffing of same. While final approval rests with the City, as owner of the Cultural Center, and acting through the City's Director of Museums and Cultural Affairs Department, such approval shall not be unreasonably withheld.
- Should the parties agree to sell alcoholic beverages at the Space, the City shall fully cooperate with EPCC in obtaining and maintaining all such permits.

RENT:

- Annual Rental Rate: \$1/year

REVENUE MANAGEMENT:

- EPCC shall receive and retain all revenues generated from the operation of the Space, with the following exceptions:
 - 100% of revenues shall be retained by the City generated from ticket sales for city-sponsored events will be retained by the City.
 - 25% of annual revenues generated from restaurant sales shall be reinvested in the Space and in scholarships for students enrolled in the Culinary Program at EPCC.
 - 100% of revenues, if any, generated from the sale of alcoholic beverages shall be reinvested in the Space and in scholarships for students enrolled in the Culinary Program at EPCC.

TERMINATION:

- Either parties may terminate the agreement for any reason provided a sixty (60) calendar days written notice is provided to the other party.

AGREEMENT EXECUTION:

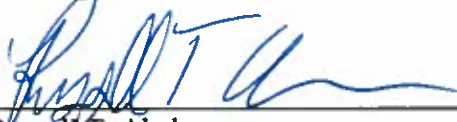
- Parties shall endeavor to enter into a final agreement by _____, 2018 upon approval of the governing bodies of both parties.

THIS TERM SHEET IS NON-BINDING ON THE PARTIES. THIS TERM SHEET IS INTENDED TO DELINEATE BASIC PARAMETERS TO BE USED TOWARDS FINALIZING A FORMAL AGREEMENT IN THE FUTURE.

CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

Tracey B. Jerome, Director
Museums and Cultural Affairs Department

EL PASO COMMUNITY COLLEGE DISTRICT:

William Serrata, Ph.D.
President
El Paso Community College District