



COMMISSIONERS COURT COMMUNICATION

AGENDA DATE : 4-22-2013

CONSENT OR REGULAR: Consent

CONTRACT REFERENCE NO
(IF APPLICABLE): 13-0200

SUBJECT:

Approve and authorize the County Parks Manager Reynaldo Chavez to execute an El Paso County Parks and Recreation Department Facilities Use Agreement for Movies by the Lake. Further, approve and authorize the contract to include a non-refundable agreement once a deposit is made to sponsor Movies by the Lake.

BACKGROUND/DISCUSSION OF TOPIC: To include statutory requirement, operational impact, or performance goal.

Movies by the Lake is a free family friendly quality of life amenity to be held at Ascarate Park. This event will occur solely through generous donations. Movies by the Lake will be held on May 11, 2013 and May 18, 2013.

FISCAL IMPACT:

No Fiscal Impact.

PRIOR COMMISSIONERS COURT ACTION (IF ANY):

The acceptance of donations and sponsorships for Movies by the Lake was approved and authorized on March 18, 2013 (Agenda Item #29). Contracts 13-0175 - 13-0180 were approved on April 8, 2013 (Agenda Item #8). Additional contract 13-0200 needs to be approved.

RECOMMENDATION:

Approve and authorize the County Parks Manager Reynaldo Chavez to execute an El Paso County Parks and Recreation Department Facilities Use Agreement for Movies by the Lake. Approve and authorize contract #13-0200 to include a non-refundable agreement once a deposit is made to sponsor Movies by the Lake.

COUNTY ATTORNEY APPROVAL

The attached document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

COUNTY ATTORNEY:

LEGAL REVIEW:

LEGAL REVIEW NOTES (If Applicable):

DATE:

SUBMITTED BY: County Judge Veronica Escobar, (915) 546-2098.

**EL PASO COUNTY
PARKS AND RECREATION DEPARTMENT
FACILITIES USE AGREEMENT
("Agreement")**

FACILITIES ("Premises" or "Facility")

NAME OF FACILITY "Top of the Lake" at Ascarate Park

LICENSEE: Patty Duran Inguiez, d/b/a Moshibox

LICENSEE: Jesus Inguiez, d/b/a Moshibox

LICENSEE'S STATUS:

Individual ___ **Corporation** ___ **Non-profit Corp.** ___ **Tax ID** _____

LICENSEE'S ADDRESS: 1740 Trawood Dr., El Paso, Texas ZIP 79925

LICENSEE'S PHONE #: (915) 731-1668 Email: moshibox@aol.com

DATES OF EVENT(S): May 11, 2013 & May 18, 2013

TIME OF EVENT: From: 7:30 P.M. To: 10:30 P.M., plus 1.5 hours for set up (6:00 P.M. - 7:30 P.M.), and .5 hours for tear down (10:30 P.M.-11:00 P.M.).

TYPE OF EVENT/PURPOSE: Operation of mobile food vending vehicle for patrons of Movies by the Lake-Walk-up outdoor movie viewing

PARK EQUIPMENT TO BE PROVIDED: Parking space along Ascarate Park Drive by the Top of the Lake for mobile food vending vehicle, Access to an electrical outlet, Trash cans.

This Agreement, between El Paso County, Texas, ("Licensor"), and Licensee, is for the right to use the above-specified Premises and equipment but bestows no right in any other part of El Paso County property.

License to use these premises for selling food/non-alcohol beverages out of a mobile food vending vehicle is made subject to the following terms and conditions hereby agreed to by the Licensee:

1. A **non-refundable** payment of a Sponsorship fee for Movies by the Lake must be made in full by April 22, 2013. A cashier's check or money order must be submitted and made out to the County of El Paso, Texas for One-Hundred Fifty and No/100 Dollars (\$150.00). This fee covers both events.

Mailing Address: County of El Paso
Attn: El Paso County Auditor
800 E. Overland, Room 406
El Paso Texas, 79901

2. CANCELLATIONS. Cancellations must be made 48 hours prior to the event.
3. CURFEW. Licensee agrees to abide by the following curfew:
Saturdays: 10 AM to Midnight
4. SECURITY. Licensor shall provide necessary staffing and security personnel.
5. TRASH/CLEANUP. All trash and rubbish in the immediate area of the Licensee will be cleaned by the Licensee and left in plastic trash bags.
6. FOOD and ALCOHOLIC BEVERAGES. Licensee agrees that there will be NO alcohol or glass containers on the Premises during the event/use unless specifically authorized by the El Paso County Commissioner's Court.
7. EXISTING EQUIPMENT. Licensee may utilize all tables and chairs located within facilities. However, these cannot be moved outside.
8. DAMAGE. LICENSEE IS RESPONSIBLE FOR ALL DAMAGES TO THE PREMISES CAUSED BY INTENTIONAL OR NEGLIGENT ACTS OF THE LICENSEE, ITS AGENTS, EMPLOYEES, REPRESENTATIVES, SERVANTS OR GUESTS.
9. RELEASE AND INDEMNIFICATION. LICENSEE RELEASES LICENSOR FROM, AND AGREES TO INDEMNIFY AND HOLD LICENSOR HARMLESS AGAINST, ANY CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES INCLUDING REASONABLE ATTORNEY'S FEES FOR DEFENDING THE CLAIMS AND DEMANDS, FOR INJURY OR DAMAGE TO THE PERSON OR PROPERTY OF LICENSEE OR ANY OTHER PARTY ARISING OUT OF ANY USE OR OCCUPANCY OF THE LICENSED PREMISES (OR ANY PART OF THEM), OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE, IMPROVEMENT, EQUIPMENT, OR FACILITY ON THE PREMISES, OR ARISING FROM ANY ACCIDENT, FIRE, OR OTHER CASUALTY ON THE PREMISES, OR BROUGHT ABOUT BY PARTIES' FAILURE TO MAINTAIN THE PREMISES IN SAFE CONDITION, INCLUDING CLAIMS OR DEMANDS BASED ON THE NEGLIGENCE OF THE LICENSOR, OR OF ANY OF ITS AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, AS WELL AS CLAIMS BASED ON THE CONDUCT OR ACT OF THE LICENSEE, THE LICENSEE'S AGENTS, CONTRACTORS, EMPLOYEES, SUBTENANTS, CONCESSIONAIRES, INVITEES, OR LICENSEES. IF ANY ACTION OR PROCEEDING IS BROUGHT AGAINST LICENSOR BY REASON OF ANY SUCH CLAIM, LICENSEE, ON NOTICE FROM LICENSOR, WILL DEFEND THE ACTION OR PROCEEDING AT LICENSEE'S COST AND BY COUNSEL ACCEPTABLE TO LICENSOR.
10. MERCHANDISE SALES. No vendors or solicitors allowed.
11. CONCESSION. Upon presentation by the Licensee to the El Paso County Parks and Recreation Director of the Licensee's current food vendor license issue by the City of El Paso, Texas, Licensee is permitted to: (a) serve/sell of any food or non-alcoholic drinks; (b) give away samples of food or non-alcoholic drink to Ascarate Park with the

consent of the El Paso County Parks and Recreation Director, which is hereby expressly provided by execution of this Agreement.

12. PARKING. Licensors has the exclusive right to control all parking areas located on its property, and parking is on a first-come, first-served basis. Parking spaces are limited.
13. EJECTION OF PERSONS. Licensors reserves the right to eject or cause to be ejected from the Premises any objectionable person or persons, and neither Licensors nor its agents shall be liable for damages that may be sustained through the exercise of such right.
14. REMOVAL OF EQUIPMENT/PROPERTY LEFT OR LOST ON THE GROUNDS. All equipment belonging to the Licensee must be removed the day/night of the event. Any equipment left after the event/use period will be stored, and the Licensee will be charged for storage. Licensors assumes no liability or responsibility for Licensee's property that may be left unsupervised, overnight, and/or abandoned on the Premises. Licensors shall have the sole right to collect and have the custody of articles left on the Premises by persons attending any program, performance, exhibition or entertainment given or held, and neither Licensee nor any other person in Licensee's employ shall collect or interfere with the collection or custody of such articles by Licensors.
15. LIABILITY INSURANCE: As additional consideration, Licensee shall obtain and keep in force and effect during the term of this Agreement, at Licensee's expense, General Liability Insurance and the policy shall include coverage for bodily injury and property damage liability combined, as well as coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, damage to rented premises, and medical payments with limits of Liability as set forth below. All policies of insurance shall be written by an insurance company or companies authorized to do business within the State of Texas, and acceptable to the Licensors. On all insurance, Licensee is to be named as the insured, and Licensors is to be named as an additional insured. The insurance policy shall also provide for thirty (30) days written notice to Licensors prior to any material change or cancellation. Licensee shall furnish a copy of all insurance policies to the Parks and Recreation Director prior to use of the Facility by Licensee. This provision is applicable if Licensee's use is as an event sponsor or promoter.

Commercial General Liability

Annual Aggregate Limit	\$ 1,000,000.00
Each Occurrence Limit	\$ 1,000,000.00
Products/Completed Operations	\$ 1,000,000.00
Personal & Advertising Injury	\$ 1,000,000.00
Damage to Rented Premises	\$ 100,000.00
Medical Payments	\$ 5,000.00

16. MISCELLANEOUS.
 - a. Licensors is not responsible for Acts of God and matters beyond its control, such as weather, electrical storms, floods, power outages, fires or other similar occurrences.

- b. This Agreement is governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.
- c. Licensee may not assign this Agreement.
- d. This Agreement may not be amended, modified, or altered.

ACCEPTED _____ **DATE** _____
(Licensee, by: **Patty Duran Inguiez, d/b/a Moshibox**)

ACCEPTED _____ **DATE** _____
(Licensee, by: **Jesus Inguiez, d/b/a Moshibox**)

ACCEPTED _____ **DATE** _____
(El Paso County Parks and Recreation Director)