

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

DEPARTMENT: Destination El Paso

AGENDA DATE: February 4, 2020

PUBLIC HEARING DATE: n/a

CONTACT PERSON NAME AND PHONE NUMBER: Bryan Crowe, 915-534-0672

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 1

SUBGOAL: Enhance Visitor Revenues – Convention / Sport Development

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.

Discussion and action to approve a resolution authorizing the City Manager or designee to make necessary budget transfers and to sign the Event Support Contract with Consortium Products, Inc. for the City of El Paso to host the 2020 USA CRIT, March 28, 2020 including a \$120,000.00 site fee and miscellaneous expenses not to exceed \$10,000.00.

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?

El Paso was selected through a competitive process to host the 2020 USA CRITS Season Opener, The Sun City CRIT. This event will be confirmed for El Paso for the next 4 years and contributes an estimated economic impact of \$1.1Million each year.

The city has committed to support the event with a \$120,000 site fee and other expenses required to successfully and safely conduct the event not exceed \$10,000.

The City has applied to and been accepted by the State of Texas Event Trust Fund to seek reimbursement for the city's financial obligations under the Event Support Contract.

SELECTION SUMMARY:

PROTESTS:

No protest received for this requirement.

COUNCIL REPRESENTATIVE BRIEFING:

Was a briefing provided: Yes or No

PRIOR COUNCIL ACTION:

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

City Council has approved Event Support Contracts for past events such as the 2019 MiLB Triple-A All Star Game, 2019 MiLB Innovators Summit, 2019 USA CRITS, and 2019 SMART Airports Conference.

AMOUNT AND SOURCE OF FUNDING:

What is the source of funding? What is the amount? Is there a current appropriation? Does it require a budget transfer? Are there continuing costs? How long and for what amount?

Up to \$76,298 which will be reimbursed by State of Texas Event Trust Fund.

Fund: 2326
Dept: 457
Division: 57000
Account: 460230- Civic Center Revenue

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

DEPARTMENT HEAD:

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

RESOLUTION

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

WHEREAS, Visit El Paso/Destination El Paso, the City of El Paso (the "City") was selected to host the 2020 Sun City Crit on March 28, 2020; and

WHEREAS, the City desires to support the event by entering into a contract ("Event Support Contract") with Consortium Products, Inc. ("CRIT") including a \$120,000.00 site fee ("Site Fee"); and other miscellaneous expenses not to exceed \$10,000.00 ("Miscellaneous Expenses") to be paid to CRIT.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That, the City Manager is authorized to make necessary budget transfers and sign the Event Support Contract between the City and CRIT in order for the City to host the 2020 Sun City Crit, including a \$120,000.00 Site Fee and Miscellaneous Expenses not to exceed \$10,000.00 to be paid to CRIT.

APPROVED this ____ day of _____, 2020.

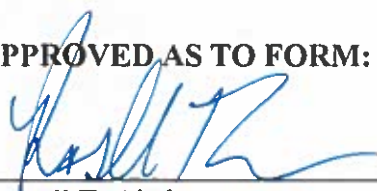
CITY OF EL PASO

Dee Margo, Mayor

ATTEST:

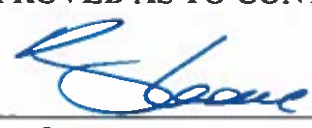
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Bryan Crowe
Destination El Paso

THE STATE OF TEXAS
COUNTY OF EL PASO

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§

EVENT SUPPORT CONTRACT

This Event Support Contract (the "Contract") is between the City of El Paso, a Texas home rule municipality ("City") and Consortium Productions, Inc. ("CRIT"), a Florida based corporation whose registered office is 17051 SW 49th St. Southwest Ranches FL 33331.

WHEREAS, the City of El Paso has been designated as the host for the Sun City Crit on March 28, 2020 (the "Event"); and

WHEREAS, the parties to the present agreement wish to describe the City's financial commitment in support of the Event and the responsibilities of the City and CRIT to organize the Event.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

I. General Obligations of the Parties

- A. The City has been designated as the host for the Sun City Crit, scheduled for Saturday, March 28 with setup and teardown on Friday, March 27 and Sunday, March 29 respectively (the "Event").
- B. The City is obligated to perform functions necessary to host the Event as outlined in Exhibit A as "City Responsibilities." These functions will result in City expenses to include:
 - 1. A site fee of \$120,000; 75% payable to CRIT by March 27, 2020 and 25% by June 1, 2020;
 - 2. Other expenses required to successfully and safely conduct the Event as mutually agreeable between the parties and to not exceed \$10,000, determined by the City in its sole and absolute discretion.
- C. CRIT is obligated to perform functions necessary to organize and execute the Event as outlined in Exhibit A as "USA CRIT Responsibilities."
- D. If said Event is not held, the City is not obligated to expend the monies described in I.B. of this Contract.

II. Term & Termination

- A. The term of this Contract shall begin on March 19, 2020 and shall continue until all payments required pursuant to this Contract have been made,

documentation of payment to CRIT is received by the City, all reimbursement from the Texas Events Trust Fund have been made to the City or until terminated by either party in accordance with the provisions of this Contract or until such time as the parties mutually agree to terminate this Contract.

B. Termination

1. This Contract shall be terminated if the Event does not take place in El Paso, Texas.
2. The obligations of the parties for all costs incurred under this Contract prior to such termination notice, shall survive such termination, as well as any other obligation incurred under this Contract, until performed.

III. **GOVERNMENTAL FUNCTION AND IMMUNITY.**

- A. **Governmental Function.** The parties expressly agree that, in all things relating to this Contract, the City enters into this Contract for the purpose of performing governmental functions and are performing governmental functions, as defined by the Texas Tort Claims Act. The parties further expressly agree that every act or omission of the City, which in any way pertains to or arises out of this Contract, falls within the definition of governmental function.
- B. **Sovereign Immunity.** The City reserves, and does not waive, its right of sovereign immunity and similar rights and does not waive its rights under the Texas Tort Claims Act. The parties expressly agree that the City does not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.
- C. **INDEMNIFICATION. AS A CONDITION OF THIS AGREEMENT, CRIT OR ITS INSURER SHALL INDEMNIFY, DEFEND AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE,) INCLUDING BUT NOT LIMITED TO ALL JUDGMENTS, SETTLEMENT AMOUNTS, ATTORNEYS' FEES, COURT COSTS AND EXPENSES INCURRED IN THE INVESTIGATION, HANDLING, DEFENSE AND LITIGATION OF ANY CLAIM OR SUIT, INCLUDING BUT NOT LIMITED TO ANY CLAIM OR SUIT FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON REGARDLESS OF THE MERITS OF OR OUTCOME OF SUCH CLAIM OR SUIT ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS INDEMNIFICATION PARAGRAPH SHALL APPLY EVEN WHERE SUCH BODILY OR PERSONAL INJURY, ILLNESS, LOSS OF**

SERVICES, PHYSICAL OR MENTAL IMPAIRMENT TO OR DEATH OF ANY PERSON, OR FOR DAMAGE OR DESTRUCTION TO ANY PROPERTY RESULTS FROM OR INVOLVES NEGLIGENCE OR ALLEGATIONS OF NEGLIGENCE ON THE PART OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES. WITHOUT MODIFYING THE CONDITIONS PRECEDENT FOR PRESERVING DEFENSES, ASSERTING CLAIMS OR ENFORCING ANY LEGAL LIABILITY, AGAINST THE CITY AS REQUIRED BY THE CITY CHARTER OR ANY LAW, THE CITY SHALL PROMPTLY FORWARD TO CRIT EVERY DEMAND, NOTICE, SUMMONS OR OTHER PROCESS RECEIVED BY THE CITY IN ANY CLAIM OR LEGAL PROCEEDING CONTEMPLATED HEREIN. CRIT SHALL 1) INVESTIGATE OR CAUSE THE INVESTIGATION OF ACCIDENTS OR OCCURRENCES INVOLVING SUCH INJURIES OR DAMAGES; 2) NEGOTIATE OR CAUSE TO BE NEGOTIATED THE CLAIM AS CRIT MAY DEEM EXPEDIENT; AND 3) DEFEND OR CAUSE TO BE DEFENDED ON BEHALF OF THE CITY ALL SUITS FOR DAMAGES EVEN IF GROUNDLESS, FALSE OR FRAUDULENT, BROUGHT BECAUSE OF SUCH INJURIES OR DAMAGES. CRIT SHALL PAY ALL JUDGMENTS IN ACTIONS DEFENDED BY CRIT PURSUANT TO THIS SECTION ALONG WITH ALL ATTORNEYS' FEES AND COSTS INCURRED BY THE CITY INCLUDING INTEREST ACCRUING TO THE DATE OF PAYMENT BY CRIT, AND PREMIUMS ON ANY APPEAL BONDS. THE CITY, AT ITS ELECTION SHALL HAVE THE RIGHT TO PARTICIPATE IN ANY SUCH NEGOTIATIONS OR LEGAL PROCEEDINGS TO THE EXTENT OF ITS INTEREST. THE CITY SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF OR DAMAGE TO CRIT'S PROPERTY FROM ANY CAUSE.

IV. Miscellaneous

- A. **Liability.** This Contract is not intended to alter or reallocate any defense or immunity authorized or available to either party by law.
- B. **Compliance with Laws.** In the performance of their obligations under this Contract, the parties shall comply with all applicable federal, state or local laws, ordinances and regulations.
- C. **Governing Law.** This Contract shall be construed and interpreted in accordance with the laws of the State of Texas, along with any applicable provisions of the federal law, the City Charter and/or any ordinance of the City.
- D. **Venue.** The parties hereto agree that this Contract shall be enforceable in El Paso, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in El Paso County, Texas. Should the need for dispute resolution arise, venue is in the El Paso County, Texas.

- E. Current Revenues. Pursuant to Section 791.001(d)(3), Texas Government Code, the City will make all payments from current revenues.
- F. No Waiver. The failure of any party at any time to require performance by the other party of any provision of this Contract shall in no way affect the right of such party to require performance of that provision. Any waiver by a party of any breach of any provision of this Contract shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver or the provision itself, or a waiver of any right under this Contract.
- G. Notice. All notices provided for herein shall be sufficient if sent by certified mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following address:
- City: City of El Paso
Attn: City Manager
P.O. Box 1980
El Paso, TX 79950-1890
- CRIT: Consortium Productions, Inc.
Attn: Ravi Rajcoomar
17051 SW 49th St
Southwest Ranches, FL 33331
- H. Severability. Every provision of this Contract is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Contract.
- I. Any amendments to this Contract shall be in writing and signed by all parties.
- J. This constitutes the entire agreement of the parties.

(Signatures follow on next page)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

EVENT SUPPORT CONTRACT

IN WITNESS WHEREOF, City of El Paso, and CRIT have entered into this Contract.


CITY OF EL PASO

Tomás González
City Manager

CONSORTIUM PRODUCTIONS, INC.:



Name Printed: JAVI RAJCOOMAR
Title: PRESIDENT

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Bryan Crowe
General Manager, Destination El Paso

Exhibit A
Event Support Contract
Sun City Crit
March 27-29, 2020

City Responsibilities:

- | |
|---|
| <ul style="list-style-type: none">• Coordination of downtown street closures and permitting for Event |
| <ul style="list-style-type: none">• To pay site fee of US \$ 120,000.00. 75% by March 27, 2020 and 25% by June 1, 2020. |

CRIT Responsibilities:

- Create, develop, and execute cycling event
- Create, develop, and execute athlete recruitment and marketing plan
- Create, develop, and execute community and spectator marketing plan in partnership with the City's Destination El Paso ("DEP") department
- Develop and execute operational plan for technical vendors and 3rd party support for example but not to be limited to – registration, hotel, timing, sound, announcers, fencing, truss, lighting, broadcast, screens, power, radios, tenting, hospitality, awards, security, bathrooms, street cleaning, course crossings and sponsors.
- Work with DEP to develop and execute non-race activities that benefit the community – example but not limited to kids rodeo, kids races, celebrity races, running races, vendor expo, food court, other sponsor activation areas.
- Develop and execute local grassroots outreach plan for the cycling, running, outdoor endurance and general audience.
- Sanction, insure and officiate the event through USA Cycling and its officials.
- Provide appropriate Certificates of Insurance for all required parties
- Develop and execute with DEP appropriate media plan including press conferences, athlete visits, social media campaign, direct outreach as needed
- Develop and execute compelling event day run of show for the local on-site and broadcast audience
- Develop medical plan for athletes and spectators on-site
- Develop crisis communication plan for athletes and spectators on site
- Develop and execute awards, prize-giving ceremonies, and prize money payout
- Develop and execute event staffing and volunteer plan
- Provide attendance, economic impact, hotel room night utilization, event budget, actual events expenses and other reporting as requested by DEP