

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

CITY CLERK DEPT
2019 JAN 15 PM2:02

DEPARTMENT: Economic and International Development Department

AGENDA DATE: CCA Regular January 22nd, 2019

CONTACT PERSON/PH. No.: Jessica Herrera, Director 915-212-1624

DISTRICT(S) AFFECTED: All Districts

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.

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and the County of El Paso allowing the parties to send a delegation from Destination El Paso to the 2019 South By Southwest annual exposition to promote the cultural, film, tourism, convention and hotel industry, and economic opportunities available in the El Paso Region and providing for the sharing of expenses between the City and the County. The City Council finds that this Interlocal Agreement advances the general and economic welfare of the citizens of El Paso.

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?

The City and the County will enter into an Interlocal Agreement for participation in SXSW by sending delegates to promote the El Paso Region to tourists, filmmakers, businesses and investors and thus advances the general and economic welfare of the citizens and region of El Paso.

In addition, the agreement allows for the promotion of tourism and the convention and hotel industry of El Paso. The County will reimburse the City 50 percent of the actual costs, provided that the actual costs do not exceed \$100,000.00.

PRIOR COUNCIL ACTION:

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

Yes, an Interlocal Agreement was previously approved on December 19th, 2017.

Yes, an Interlocal Agreement was previously approved on February 27th, 2017.

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?

General Fund.

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

N/A

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

DEPARTMENT HEAD:

For 

RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and the County of El Paso allowing the parties to send a delegation from Destination El Paso to the 2019 South By Southwest annual exposition to promote the cultural, film, tourism, convention and hotel industry, and economic opportunities available in the El Paso Region and providing for the sharing of expenses between the City and the County. The City Council finds that this Interlocal Agreement advances the general and economic welfare of the citizens of El Paso.

APPROVED this _____ day of _____ 2019.

CITY OF EL PASO

Dee Margo, Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT

Jessica Herrera, Director
Economic & International Development

STATE OF TEXAS)
)
COUNTY OF EL PASO) **INTERLOCAL AGREEMENT**

This Interlocal Agreement (“**Agreement**”) is between the City of El Paso, Texas, (“**City**”) and the County of El Paso, Texas (“**County**”) by and through their duly authorized officials, pursuant to the Interlocal Cooperation Act. City and County shall be collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

RECITALS

WHEREAS, the City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, South by Southwest (“**SXSW**”) is an annual exposition of interactive media, innovative startups, and interactive film and music industries; and

WHEREAS, participants of SXSW gain exposure to multiple investors and businesses; and

WHEREAS, the 2019 SXSW event will be held in Austin, Texas; and

WHEREAS, the City and the County wish to participate in SXSW by sending delegates to promote the El Paso Region’s cultural, film, tourism and economic opportunities; and

WHEREAS, the City and the County wish to share the expenses of sending delegates to SXSW to promote the El Paso Region; and

WHEREAS, this Interlocal Agreement for the participation in SXSW by the County and the City promotes the El Paso Region to tourists, filmmakers, businesses and investors and thus advances the general and economic welfare of the citizens and region of El Paso;

WHEREAS, this Interlocal Agreement allows the parties to promote tourism and the convention and hotel industry in the El Paso Region.

FOR THESE REASONS, and in consideration of the mutual promises contained in this Agreement, the County and the City mutually agree as follows:

1. **SCOPE OF SERVICES.**

1.1 The City will send a delegation from Destination El Paso (“**Delegates**”) to the 2019 SXSW, held on March 10 to March 13, 2019, to perform the following services on behalf of the City and the County (“**Services**”):

- (1) Delegates will travel to Austin;
- (2) Delegates will secure a booth at SXSW;
- (3) Delegates will secure presentation spaces or slots at SXSW;

- (4) Delegates will procure materials to promote the El Paso Region at SXSW; and
- (5) Delegates will be physically present at the SXSW event to actively promote to tourists, filmmakers, investors and businesses the cultural, film, tourism and economic opportunities available in the El Paso Region.

The parties agree that the Delegates do not have any authority to bind the City or the County to any obligations, but are merely sent to promote the advantages of the El Paso Region. For purposes of this Agreement, the “**El Paso Region**” refers to the area comprised by the City of El Paso, Texas and the County of El Paso, Texas.

1.2 The City and the County agree that each will be responsible for the acts or omissions of its respective representatives.

2. **EXPENSES.**

2.1 The City and County will share 50% and 50% of the Actual Costs of sending the Delegates to SXSW. For purposes of this Agreement, the Actual Costs mean the costs associated with the items listed under Attachment “A” which is incorporated in full to this Agreement by reference. Following the conclusion of the SXSW event, the City will calculate the amount of the Actual Costs and will deliver an invoice and accompanying receipts to the County for 50 percent of the Actual Costs calculated by the City. All payments and invoices under this Agreement shall be submitted to the County by the City by June 14, 2019. The County will pay the amount described in the invoice within 30 calendar days of receiving such invoice. The County will deliver the payment to the address described in Section 5 of this Agreement. Any costs that do not fall under Attachment “A” will be paid by the Party that incurred such costs. If the Actual Costs exceed \$100,000, then the County’s contribution will be limited to contributing only \$50,000.

2.2 The City and the County agree that each Party may send up to 4 additional representatives each without having to pay additional registration fees. However, the City and the County agree that each party will be responsible for paying the Travel Expenses of their respective representatives regardless of the number of representatives that the City or the County decide to send. For purposes of this Agreement, the term “**Travel Expenses**” includes airfare, transportation, lodging, and meals. The City and the County agree that the Travel Expenses described in this Section 2.2 are separate and apart from the Actual Costs and that each party is responsible for paying these Travel Expenses up-front.

2.3 Pursuant to Section 791.011(d)(3), Texas Government Code, each party paying for the performance of governmental functions or services will make those payments from current revenues available to the paying Party.

3. **TERM.** The term of this Agreement commences on the Effective Date and ends on the date that the County renders to the City the payment in accordance to Section 2.1 of this Agreement. The Effective Date is the date that the Mayor of the City of El Paso signs this Agreement (“**Effective Date**”).

4. **TERMINATION.** The parties may terminate this Agreement by mutual consent in accordance to the terms of a separate written agreement executed by both Parties.

5. **NOTICES AND PAYMENTS.** The Parties will send all notices and payments under this Agreement by postmarked and certified mail. For purposes of this Agreement, all notices and payments are deemed to be received 5 calendar days following the postmark date on the notice or payment. The Parties will deliver all notices and payments under this Agreement to the following addresses:

NOTICES

CITY: City of El Paso
Attn: City Manager
PO Box 1890
El Paso, Texas 79950-1890

COPY TO: City of El Paso
Attn: Director of Economic Development
123 W Mills Ave. Suite 111
El Paso, TX 79901

COUNTY: County of El Paso
Attn: County Judge
500 E. San Antonio Ave., Room 301
El Paso, Texas 79901

COPY TO: County of El Paso
Attn: Economic Development Director
500 E. San Antonio Ave., Room 312
El Paso, Texas 79901

PAYMENTS

CITY: City of El Paso
Financial Services
P.O. Box 1890
El Paso, TX 79950-1890

The City and the County will notify each other in writing of any changes in the addresses described above.

6. **GENERAL PROVISIONS.**

6.1 **Governing Law and Venue.** This Agreement is governed by Texas Law. The venue for any disputes regarding this Agreement lies exclusively in El Paso County, Texas.

6.2 No Joint Enterprise. This Agreement does not create any joint enterprise between the Parties.

6.3 No Third Party Beneficiaries. This Agreement does not confer or create any rights or obligations to any third Parties.

6.4 No Personal Liability. This Agreement does not create any personal liability on the part of any employee, officer, or agent of any public body that may be a party to this Agreement.

6.5 Public Information. This Agreement is public information.

6.6 Sovereign Immunity Acknowledged and Retained. The Parties acknowledge and agree that no provision of this Agreement is in any way intended to constitute a waiver by any party of any immunities from suit or liability that a Party may have by operation of law. The City and the County retain all governmental immunities.

6.7 Governmental Function. The Parties expressly agree that, in all things relating to this Agreement, the Parties are performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the Parties, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.

6.8 Independent Contractors. The City and the County are independent legal entities. Nothing in this Agreement creates the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City nor the County nor any of their respective agents or employees has control or the right to control the activities of the other party in carrying out the terms of this Agreement. Both Parties agree that neither Party has, nor will attempt to assert, authority to make commitments for or to bind the other Party to any obligation other than the obligations described in this Agreement.

6.9 Headings. The paragraph or section headings contained in this Agreement are for reference purposes only and do not control the meaning or interpretation of this Agreement.

6.10 Assignment. The Parties may not assign any obligations or rights under this Agreement without the express written consent of the other Party.

6.11 No Waiver. Failure of either Party to enforce any provision of this Agreement does not constitute a waiver of rights and the parties will retain the right to require performance of any provision of this Agreement.

6.12 Complete Agreement. This Agreement constitutes the entire agreement between the Parties.

6.13 Severability. If any provision of this Agreement is declared unenforceable, then all other provisions of this Agreement will remain in effect.

6.14 No Indemnification. The Parties agree that, except as provided in this Agreement, neither Party shall have the right to seek indemnification or contribution from the other Party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this Agreement.

6.15 Fines and Penalties. Each Party is responsible for fiscal penalties, fines, or any other sanctions occasioned as a result of a finding that violations of any applicable local, state or federal law occurred as a result of that Party's actions.

6.16 Exclusion of Incidental and Consequential Damages. Neither Party is liable under this Agreement to the other Party for any incidental, consequential, special, punitive, or exemplary damages of any kind –including lost profits, loss of business, mental anguish, emotional distress and/or attorney fees- as a result of a breach of any term of this Agreement.

6.17 All attachments referenced in this Agreement are incorporated in full to this Agreement by reference.

Signature page for the City of El Paso, Interlocal Agreement between the City of El Paso and the County of El Paso, Texas.

CITY OF EL PASO

Dee Margo
Mayor
Date: _____

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Jessica Herrera, Director
Economic & International Development

Signature page for the County of El Paso, Interlocal Agreement between the
City of El Paso and the County of El Paso, Texas.

APPROVED this ____ day of _____, 2019.

COUNTY OF EL PASO

Ricardo A. Samaniego
County Judge

ATTEST:

APPROVED AS TO LEGAL FORM ONLY:

County Clerk

Assistant County Attorney

APPROVED AS TO CONTENT:

Betsy Keller
El Paso County Chief Administrator

Attachment “A”

Exhibition

- Booth Space
- SXSW Interactive Badges
- Booth Setup, Decorations, and Maintenance
- Promotional Printed Materials
- Promotional Items

Special Event

- Venue
- Food & Beverages
- Entertainment
- Take-aways
- Decoration

Marketing and Branding

- Onsite
- General
- Social

Destination El Paso Delegation

- Coordination of events
- Set-up and logistic of the booth
- Travel Expenses
- Execution of all payments
- Wrap up report to partners